



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

**TUESDAY, MAY 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 Bill Dohle, King of Kings Lutheran Church
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**

E1 Proclamation Presentation: "Pueblo Firefighters IAFF Local 3 Day - May 27, 2025" - Dylan Prijatel, President & Alex Briggs, Vice President & Jake Garcia, Secretary Treasurer of IAFF Local 3

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

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated May 12, 2025, as distributed.

J1 City Council Minutes 051225

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 Mintues of the Planning and Zoning Commission Regular Meeting for 5/14/2025

M. RESOLUTIONS

- M1 A Resolution approving and authorizing the Purchasing Agent to execute Amendment No. 1 to the agreement for professional consulting services between The City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., in the amount of \$434,106 for 18-087, Wastewater Department Engineer of Record – Pilot Project to Identify Contributing Groundwater Infiltration and Inflow
- M2 A Resolution ratifying an emergency construction contract and Amendment No. 1 in the amount of \$240,641.88 with Miller Pipeline, LLC., for emergency sanitary sewer point repair at 50 William White Blvd., Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same
- M3 A Resolution approving and authorizing the Purchasing Agent to execute Amendment No. 1 to the agreement for professional consulting services between The City of Pueblo, a Colorado Municipal Corporation, and Arcadis U.S., Inc. in the amount of \$33,000 for Project No. 23a-055-Clarifier Stability and Groundwater Release Evaluation and authorizing the Purchasing Agent to execute same
- M4 A Resolution establishing a new Project Account CI2514 - City Park Admin Bldg Railing, transferring funds in the amount of \$26,654 from CIAN20 - City Building Repairs to Project Account CI2514, awarding and authorizing the Purchasing Agent to execute a construction contract in the amount of \$22,654 to Aztec Manufacturing, Inc., for Project No. 25-017, Handrail Installation - City Park Admin Building, and setting forth \$4,000 for contingencies for said contract
- M5 A Resolution authorizing the transfer of previously budgeted and appropriated funds in the amount of \$26,470 from Account Project WW9999 to WW2305 and approving and authorizing the Purchasing Agent to execute Amendment No. 2 to the Agreement for Professional Engineering services between the City of Pueblo, a Colorado Municipal Corporation, and Short-Elliott-Hendrickson, Inc., a Minnesota Corporation authorized to do business in the State of Colorado, in the amount of \$26,470 for Project 23-046, Design of Future Wastewater Pretreatment Building
- M6 A Resolution authorizing the City of Pueblo to credit sanitary sewer fees of \$5,568.98 to Fenix Historic Invest, LLC
- M7 A Resolution confirming the appointment by the Mayor of Bill Zwick to complete a three-year term expiring November 1, 2025, on the Pueblo Streetscape Advisory Committee
- M8 A Resolution ratifying the joint appointments of Mary Lee, Gina Lopez Ferguson, and Daniel McHenry to the Community Services Advisory Commission (CSAC)
- M9 A Resolution authorizing the issuance of a revocable permit (REV-25-6) to the Pueblo Chamber of Commerce for the use of the alley between E. 19th Street and E. 20th Street running parallel to the Mineral Palace Pickleball courts including all diagonal parking spaces to host a pickleball tournament
- M10 A Resolution authorizing the issuance of a Revocable Permit (REV-25-15) to John Moser for the purpose of landscaping the unpaved areas between curb and sidewalk at 2320 N. Grand Avenue
- M11 A Resolution transferring funds in the amount of \$53,000 from Project Account HUAN01 - Street Resurfacing into Project No. HUAN04 - Vehicles and Equipment-Pub Works

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving the 1st Amendment to the Purchase Order from the State of

Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), PO Number 411038164 for the Asphalt Art and Gateways Project, and Authorizing the Mayor to Execute same

- N2 An Ordinance amending Section 9-15-5, Section 9-5-11, and 9-5-14 of the Pueblo Municipal Code relating to the licensing of Tobacco Retailers and providing penalties therefore
- N3 An Ordinance awarding and approving a Shelter Operations and Facility Use Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Safeside Foundation, a Colorado Non-Profit Corporation, and authorizing the Mayor to execute same
- N4 An Ordinance approving an agreement and an addendum between the City of Pueblo and Global Music Rights, LLC for the public use of their artists' music at city facilities
- N5 An Ordinance amending Section 11-1-202 of the Pueblo Municipal Code relating to loitering
- N6 An Ordinance approving grant amendment no 3 with the Cities for Financial Empowerment Fund, Inc. for the Financial Empowerment Center (FEC) Implementation Grant Program, authorizing the Mayor to sign the grant amendment, accepting additional grant funds in the amount of \$50,000, and budgeting and appropriating the additional grant funds of \$50,000 into Project CI2315
- N7 An Ordinance approving the FY 20 & 23 Section 5307 - Operating, PM & Paratransit Grant Agreement, FAIN CO-2025-003-00, between the City of Pueblo, a Colorado Municipal Corporation, and the United States Department of Transportation, Federal Transit Administration, in the amount of \$2,862,090 and authorizing the Mayor to execute same

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 June 09, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution adopting and approving the final written proposal of the City of Pueblo to the sole and exclusive bargaining agent for the City of Pueblo other classified employees, Pueblo Association of Government Employees, for calendar years 2026, 2027 and 2028
- Q2 A Resolution authorizing payment from the council contingencies account in the general fund budget to Pueblo Diversified Industries Inc. in the amount of \$1500 to sponsor Dancing with the Pueblo Starz 2025 from 5:00 - 8:00 PM at the Pueblo Convention Center on Saturday, September 13, 2025
- Q3 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Historic Arkansas Riverwalk of Pueblo Authority in the amount of \$2,500 to sponsor Rollin' on the Riverwalk from 4:00 PM - 9:30 PM on Friday, July 4, 2025
- Q4 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to YMCA of Pueblo CO. in the amount of \$1,500 to sponsor the Inaugural Moonlight on the Mountain Celebration at YMCA Camp Jackson on Saturday, August 16, 2025

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance amending Section 1-4-2 of the Pueblo Municipal Code relating to City Council public forum and City Council regular meeting commencement time - *Introduced May 12, 2025 by Councilor Brett Boston*
- R2 An Ordinance approving a CDOT Access Permit Agreement between DTV Pueblo & Prairie, LLC, an Arizona limited liability company, and the City of Pueblo, a Colorado Municipal Corporation, relating to the installation of public improvements associated with the property at Lot 1, La Bella Piazza Subdivision Filing No. 2, and authorizing the Mayor to execute same - *Introduced May 12, 2025 by Councilor Brett Boston*
- R3 An Ordinance extending the term of the current Collective Bargaining Agreement between the City of Pueblo and International Brotherhood of Police Officers Local 537 for a one-year period commencing January 1, 2026 through December 31, 2026 - *Introduced May 12, 2025 by Councilor Brett Boston*
- R4 An Ordinance extending the term of the current Collective Bargaining Agreement between the City of Pueblo and International Association of Firefighters Local No. 3 for a one-year period commencing January 1, 2026, through December 31, 2026, and authorizing the Mayor to execute same - *Introduced May 12, 2025 by Councilor Brett Boston*
- R5 An Ordinance establishing Project 2515 - 101 Riverwalk Unit 2, and budgeting and appropriating the proceeds received from the issuance of the Series 2025 Certificate of Participation and all future funds received into Project 2515 - *Introduced May 12, 2025 by Councilor Brett Boston*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 An Ordinance amending zoning restrictions for 1332 Cypress Street from R-3, One and Two-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District - *Introduced May 12, 2025 by Councilor Brett Boston*
- S2 An Ordinance vacating a public utility easement located at 19 Temple Drive in the Sunset Park Filing 10 Subdivision - *Introduced May 12, 2025 by Councilor Brett Boston*

T. ADJOURN

Proclamation

“Pueblo Firefighters IAFF Local 3 Day”

May 27, 2025

WHEREAS: Since its founding in 1918, Pueblo Firefighters IAFF Local 3 has stood as a true symbol of service, courage, and dedication to the Pueblo community. As the third oldest local in the International Association of Fire Fighters, Local 3 was established to protect the lives and property of our community; and

WHEREAS: For over a century, they have fulfilled that mission, responding to emergencies with unwavering skill, bravery, and deep compassion for the people of Pueblo. Their history is rich with acts of bravery and sacrifice, and it is their ongoing dedication to public safety that truly defines their legacy; and

WHEREAS: One of their most remarkable moments occurred in 2008 when a lightning strike ignited a fire at the Cathedral of the Sacred Heart. By acting swiftly and effectively, Local 3 contained the blaze, preserving a treasured landmark that is a cornerstone of Pueblo's cultural heritage.; and

WHEREAS: Their heroism extends beyond fire suppression. In 2019, during severe storms and widespread flooding, Local 3 conducted multiple swift-water rescues, saving stranded motorists and ensuring the community’s safety amidst the crisis. Again in 2024, they showcased their unwavering compassion by partnering with the Humane Society of the Pikes Peak Region to rescue two German Shepherds trapped in the rushing waters of the Arkansas River, proving that no life, human or animal, is beyond their care; and

WHEREAS: Pueblo Firefighters IAFF Local 3 stands ready day or night. They exemplify the highest values of public service, whether responding to emergencies, providing medical aid, or engaging in local initiatives like Fire Fit Kids, the MDA Fill the Boot campaign. Their attention and commitment never go unnoticed, and their impact is felt by every person who feels safer knowing they are always on duty.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado by the authority vested in us, do hereby proclaim May 27, 2025, as “**Pueblo Firefighters IAFF Local 3 Day**” in the City of Pueblo and urge all citizens to honor the men and women of Local 3 for their extraordinary dedication and service. They are more than just firefighters; they are heroes, protectors, and a constant beacon of strength for our city.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 27th day of May 2025.

*Mark Aliff
President of the City Council*



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, MAY 12, 2025 - 7:00 PM**

MINUTES

A. CALL TO ORDER

President Allif called to order the Pueblo City Council.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Allif, 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. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "ALS AWARENESS MONTH - MAY 2025" - KATHY NICHOLLS VOLUNTEER WITH ALS UNITED - ROCKY MOUNTAIN CHAPTER & MARK GARDNER, LICENSED NURSING HOME EXECUTIVE, ADMINISTRATOR ROCK CANYON RESPIRATORY AND REHABILITATION CENTER

F. PUBLIC FORUM

Dianne Danti - Bring Power Home
Elvis Martinez - City Council /City Charter / Executive Session
Sandra Sherrer - 2A
Ken Danti - Energy
Kathy Nicholls - Crime
George Koncilja - Bath House.

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Latino, moved to approve the agenda as distributed.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 04/28/25

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **April 28, 2025** as distributed.

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

K. CONSENT AGENDA

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

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DUNAKILLY MANAGEMENT GROUP, CORP., A REGISTERED COLORADO CORPORATION, IN THE AMOUNT OF \$88,790 FOR PROJECT NO. 22-030, PROJECT REPRESENTATIVE AND CONSTRUCTION INSPECTION SERVICES FOR THE NEW FIRE STATIONS 6, 8, AND 11 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15979.

M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$85,839.50 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 25-045, CONCRETE IMPROVEMENTS - ELMWOOD GOLF COURSE CART PATH, SETTING FORTH \$15,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15980.

M3 A RESOLUTION ESTABLISHING A NEW PROJECT ACCOUNT CI2511 - MINERAL PALACE GREENHOUSE HVAC REPL; TRANSFERRING FUNDS IN THE AMOUNT OF \$26,458 FROM CIAN20 - CITY BUILDING REPAIRS AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT CI2511; AND AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$21,458 TO TOLIN MECHANICAL SYTEMS FOR PROJECT NO. 25-043, MINERAL PALACE GREENHOUSE RTU REPLACEMENT, SETTING FORTH \$5,000 FOR CONTINGENCIES, AND

AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15981.

- M4 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$11,128.60 TO BALANCE CONCRETE, LLC. FOR PROJECT NO. 25-044, CONCRETE IMPROVEMENTS - CITY PARK FOUNTAIN PAVILION, SETTING FORTH \$2,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15982.

- M5 A RESOLUTION TO AMEND RESOLUTION NO. 15976 TO CORRECT THE ASSIGNED FINANCE PROJECT NUMBER FROM WHICH FUNDS WILL BE PAID FOR PROJECT NO. 25-037, CONCRETE IMPROVEMENTS - WEST 6TH STREET**

This Resolution was assigned as 15983.

- M6 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-3) TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF GRAND AVENUE FROM CITY CENTER DRIVE TO UNION AVENUE, D STREET FROM VICTORIA AVENUE TO MAIN STREET, C STREET FROM VICTORIA AVENUE TO MAIN STREET, UNION AVENUE FROM CITY CENTER DRIVE TO B STREET, AND ALAN HAMEL AVENUE FROM UNION AVENUE TO MAIN STREET TO HOST THE 31ST ANNUAL CHILE AND FRIJOLES FESTIVAL**

This Resolution was assigned as 15984.

- M7 A RESOLUTION APPROVING REVISIONS TO THE STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO**

This Resolution was assigned as 15985.

N. ORDINANCES – FIRST PRESENTATION

- N1 AN ORDINANCE AMENDING SECTION 1-4-2 OF THE PUEBLO MUNICIPAL CODE RELATING TO CITY COUNCIL PUBLIC FORUM AND CITY COUNCIL REGULAR MEETING COMMENCEMENT TIME**

- N2 AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN DTV PUEBLO & PRAIRIE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT LOT 1, LA BELLA PIAZZA SUBDIVISION FILING NO. 2, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

- N3 AN ORDINANCE AMENDING ZONING RESTRICTIONS FOR 1332 CYPRESS STREET FROM R-3, ONE AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT**

N4 AN ORDINANCE VACATING A PUBLIC UTILITY EASEMENT LOCATED AT 19 TEMPLE DRIVE IN THE SUNSET PARK FILING 10 SUBDIVISION

N5 AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

N6 AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2026, THROUGH DECEMBER 31, 2026, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N7 AN ORDINANCE ESTABLISHING PROJECT 2515 - 101 RIVERWALK UNIT 2, AND BUDGETING AND APPROPRIATING THE PROCEEDS RECEIVED FROM THE ISSUANCE OF THE SERIES 2025 CERTIFICATE OF PARTICIPATION AND ALL FUTURE FUNDS RECEIVED INTO PROJECT 2515

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Flores, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for May 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 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF \$505,943.17 TO MILLER PIPELINE, LLC., FOR PROJECT NO. 24-057 (WWAN01) 2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

A staff report and detailed review of the Resolution was given by Andra Ahrens, Director of Wastewater

Councilor Boston, 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 15986.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SCHOOL DISTRICT 60 EDUCATION FOUNDATION INC. IN THE AMOUNT OF \$1,000 TO SPONSOR THE 2025 CORNHOLE AT DUTCH CLARK STADIUM EVENT AT 5:00 PM AT DUTCH CLARK STADIUM ON FRIDAY, JUNE 6, 2025

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

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

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

This Resolution was assigned as 15987.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO COLORADO PRESERVATION INC. IN THE AMOUNT OF \$1,000 TO SPONSOR ON THE ROAD 2025 STARTING AT 8:30 AM, JUNE 21, 2025 AT THE EL PUEBLO MUSEUM CONTINUING THROUGH SUNDAY, JUNE 22, 2025

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

Councilor Flores, seconded by Councilor Boston, 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 15988.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE NATIONAL ASSOCIATION OF LETTER CARRIERS IN THE AMOUNT OF \$1,000 TO SPONSOR THE 5TH ANNUAL GOLF TOURNAMENT AT ELMWOOD GOLF COURSE AT CITY PARK ON JUNE 8, 2025

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

Elvis Martinez appeared in person and spoke against this Resolution.

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

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

This Resolution was assigned as 15989.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE APPROVING, ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FROM THE STATE OF COLORADO BY

AND THROUGH THE COLORADO ENERGY OFFICE WHICH PROVIDES FUNDING IN THE AMOUNT OF \$120,000.00, ESTABLISHING PROJECT ACCOUNT CI2509 - PUBLIC WORKS ENERGY COORDINATOR, TRANSFERRING \$6,779.00 FROM THE 2025 PUBLIC WORKS DEPARTMENT OPERATING BUDGET (10140103 51060) INTO PROJECT ACCOUNT CI2509, AND BUDGETING AND APPROPRIATING A TOTAL AMOUNT OF \$126,779.00 INTO PROJECT ACCOUNT CI2509

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

PUBLIC HEARING:

Kathy Nicholls appeared by zoom to speak against this Ordinance.

Seeing no one else wishing 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 Maestri, Councilor Martinez. **Nays:** Councilor Gomez, Councilor Latino. Motion Passed 5-2.

This Ordinance was assigned as 10942.

R2 AN ORDINANCE APPROVING, ACCEPTING AND AUTHORIZING THE MAYOR TO EXECUTE A PURCHASE ORDER FROM THE STATE OF COLORADO, BY AND THROUGH THE COLORADO ENERGY OFFICE PROVIDING FOR FUNDING IN THE AMOUNT OF \$90,800, ESTABLISHING PROJECT ACCOUNT CI2457 - E-COMMUTE PUEBLO, TRANSFERRING \$26,780.00 FROM PROJECT ACCOUNT CI2428 - MLK BYPASS NEW SIGNAGE TO PROJECT ACCOUNT CI2457, AND BUDGETING AND APPROPRIATING \$117,580.00 INTO PROJECT ACCOUNT CI2457

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10943.

R3 AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SPECTRUM PACIFIC WEST, LLC, A DELAWARE LIMITED LIABILITY COMPANY

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10944.

R4 AN ORDINANCE AWARDDING AND APPROVING AN AMENDMENT TO THE LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SOUTH PRAIRIE AND O'NEIL ENTERPRISES, LLC FOR THE OPERATION, MANAGEMENT, AND PROMOTION OF CERTAIN FACILITIES AT THE HONOR FARM'S PUEBLO MOTORSPORTS PARK AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

Dan Williams appeared in person and spoke in favor of this Ordinance.

Elvis Martinez appeared in person and spoke in favor of this Ordinance.

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

Councilor Maestri, seconded by Councilor Gomez, made a motion to amend this ordinance to be continued for two weeks and the applicant to come back with a plan of 1st year improvements.

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

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

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

This Ordinance was assigned as 10945.

R5 AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF COLORADO AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION (AHJ) OVER COLORADO DEPARTMENT OF AGRICULTURE STATE FAIR FACILITIES OPERATION IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS, AND FIRE SAFETY AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as 10946.

R6 AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS (DOLA) IN THE AMOUNT OF \$25,000.00 TO DEVELOP A CAPITAL IMPROVEMENT PLAN FOR THE PUEBLO SHELTER COMPLEX; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT NO. PL2502, AND BUDGETING AND APPROPRIATING \$25,000.00 TO PROJECT NO. PL2502

A staff report and detailed review of the Ordinance was given by Melissa Cook, Housing Administrator.

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 10947.

S. QUASI-JUDICIAL PROCEEDINGS

S1 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1501 EAST EVANS FROM B-4, CENTRAL BUSINESS ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case # Z-25-03 dated April 19th, 2025, be made part of the record for this hearing. So ordered by President Aliff.

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 10948.

S2 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2403 THATCHER AVENUE FROM B-1, NEIGHBORHOOD BUSINESS ZONE DISTRICT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case # Z-25-05 dated April 19th, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

Luke Wodick appeared in person and spoke in favor of this Ordinance.

Seeing no one else wishing 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 10949.

S3 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCEL 527000127 GENERALLY LOCATED NORTH OF WEST 11TH STREET AND WEST OF DONLEY PARK FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO R-5 MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case # Z-25-04 dated April 19th, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

Luke Reetz appeared in person and spoke in favor of this Ordinance.
Randy Thurston appeared in person and spoke in favor of this Ordinance.
Nina Fossey appeared in person and spoke against this Ordinance.
Joshala Martinez appeared in person and spoke against this Ordinance.
Jolene Thomas appeared in person and spoke against this Ordinance.
Elvis Martinez appeared in person and spoke against this Ordinance.

Randy Thurston spoke on behalf of the applicant to answer questions asked by members of the Pueblo City Council.

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

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

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

This Ordinance was assigned as 10950.

S4 AN ORDINANCE CHANGING THE STREET NAME OF CASTOR DRIVE TO MERLIN DRIVE

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case # SNC-25-01 dated April 19th, 2025, be made part of the record for this hearing. So ordered by President Aliff.

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 10951.

S5 AN ORDINANCE CHANGING THE STREET NAME OF CEDARWEED BOULEVARD TO BLACKHAWK DRIVE

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case # SNC-25-02 dated April 19th, 2025, be made part of the record for this hearing. So ordered by President Aliff.

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 7-0.

This Ordinance was assigned as 10952.

T. EXECUTIVE SESSION

Councilor Maestri, seconded by Councilor Gomez, moved to convene into executive session for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e); and the following additional details are provided for identification purposes:

To instruct negotiators regarding economic development projects and issues presented by the Pueblo Economic Development Corporation, acting as agent for the City of Pueblo


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

The Executive started at 10:57pm. the Executive meeting ended at 11:19pm.

U. ADJOURN

President Aliff adjourned the meeting at 11:20 pm.

Respectfully submitted,

Handwritten signature of Vincent Petkosek in black ink, consisting of stylized initials and a surname.

Vincent Petkosek
Deputy City Clerk

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

Commissioners Absent: None

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, Cindy Capritta, Land Use Tech.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearings:

1. SNC-25-01 Street Name Change, Castor Dr. to Merlin Dr. Generally located between Cedarweed Blvd and El Principio Dr in the North Vista Highlands Fil. 5 Subdivision. Staff Report by Mikaylin Hackley, Planner

Hearing: Applicant City of Pueblo, swearing in not applicable. No one appeared in opposition.

Commission Action: Bailey moved to recommend the Street Name Change application to City Council seconded by Spinuzzi.

Motion Passed: 7-0

2. SNC-25-02 Street Name Change, a portion of Cedarweed Blvd to Blackhawk Dr. Generally located between Carl Sitter Pkwy and Home of Heroes Pkwy in the North Vista Highlands Fil. 5 Subdivision. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant City of Pueblo, swearing in not applicable. No one appeared in opposition.

Commission Action: Bailey moved to recommend the Street Name Change application to City Council seconded by Avalos.

Motion Passed: 7-0.

3. GU-25-01 Government Use Site Plan Review: Sign plan review for Riverwalk Boathouse located at 130 Riverwalk Pl. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Stevend Meier, Director of Parks and Recreation spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application to City Council seconded by Salazar.

Motion Passed: 7-0.

4. V-25-02 Vacation: Vacation of a 10' public utility easement located at 19 Temple Dr. in the Sunset Park Fil. 10 Subdivision. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Ed Posa Jr. sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the vacation application to City Council, seconded by Boston.

Motion Passed: 7-0.

5. Z-25-04 Rezone: 1501 E. Evans, .58 acres from B-4, Central Business District, to RCN, Residential Charter Neighborhood Zone District. Staff report by Beritt Odom, Principal Planner

Hearing: Applicant Vincent Hall was sworn in and spoke in favor of the rezoning application. No one appeared in opposition.

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

Motion Passed: 7-0.

6. Z-25-04 Rezone: Parcel 527000127, 31.81 acres from Single-Family Residential (R-2) to Multiple-Residential and Office (R-5) Zone District. Staff Report by Hannah Prinzi, Planner

Hearing: Applicant Randy Thurston was sworn in and spoke in favor of the rezoning application. Being sworn in and speaking in opposition were: Jocelyn Martinez, and Nina Makloski. Ms. Makloski also presented Exhibit A with a petition of neighborhood signatures also in opposition.

Commission Action: Bailey moved to recommend the rezone application to City Council seconded by Boston.

Motion Passed: 7-0.

7. Z-25-05 Rezone: 2403 Thatcher Ave, 0.14 acres from Neighborhood Business (B-1) to Highway and Arterial Business (B-3) Zone District. Staff Report by Hannah Prinzi, Planner.

Hearing: Applicant Luke Wodiuk was sworn in and spoke in favor of the rezoning application. Luke provided Exhibit A. Being sworn in and speaking in support were Robert Serena and Joseph Wodiuk. No one appeared in opposition.

Commission Action: Bailey moved to recommend the rezone application to City Council seconded by Boston.

Motion Passed: 7-0

8. CP-25-01 Amend the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for the Pueblo Recreation Resort Annexation Area, located south of Hwy 78, 175.914 acres, from Suburban Neighborhood and Special Development Area to Commercial Mixed Use. Staff report by Beritt Odom, Principal Planner. *Continue to May 14, 2025.*

9. ODP-25-01 Overall Development Plan for the Pueblo Recreation Resort Annexation Area, approximately 299.56 acres, to facilitate recreational park and mixed residential and commercial uses south of Hwy 78. Staff report by Beritt Odom, Principal Planner. *Continue to May 14, 2025.*

10. Z-25-06 Rezone Pueblo Recreation Resort Annexation Area, north of Hwy 78, 123.59 acres from Pueblo County A-4 to City A-1, Agricultural One. Rezone Pueblo Recreation Resort Area south of Hwy 78, 175.914 acres from Pueblo County A-4 to City R-6, Multiple Residential and Commercial. Staff report by Beritt Odom, Principal Planner. *Continue to May 14, 2025.*

Chair Castellucci excused Boston at 5:16 p.m. for the remainder of the meeting.

11. S-25-01 Compass Point Subdivision, a subdivision of 14.17-acres into one multifamily residential lot. Generally located south of Oakshire Ln. and west of Beaumont Ave. Staff report by Beritt Odom, Principal Planner.

Hearing: Applicants Mike Roderer and Jared Roberts were sworn in and spoke in favor of the rezoning application. Being sworn in and speaking in opposition appeared: Gerald Madrid, Gloria Sandoval, Rita Davis, and Carl Gomez.

Commission Action: Bailey moved to recommend the subdivision application with three(3) Staff Conditions prior to sending out to City Council, seconded by Spinuzzi

Motion Passed: 5-1(Avalos)

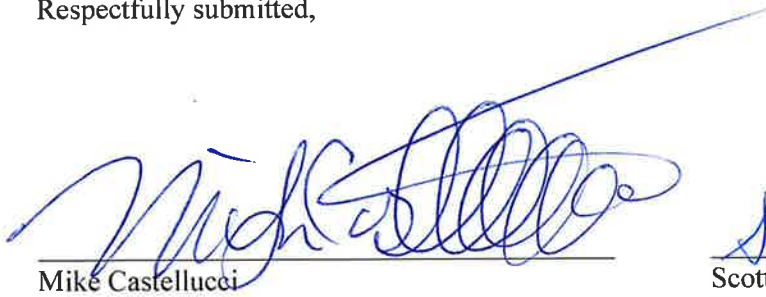
Approval of Minutes: Bailey motioned to approve minutes from March 12, 2025, seconded by Spinuzzi.

Motion Passed: 6-0

Old/New Business:

Adjourn@ 5:45 p.m.

Respectfully submitted,



Mike Castellucci
Chairperson



Scott Hobson
Executive Secretary

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



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., IN THE AMOUNT OF \$434,106 FOR 18-087, WASTEWATER DEPARTMENT ENGINEER OF RECORD – PILOT PROJECT TO IDENTIFY CONTRIBUTING GROUNDWATER INFILTRATION AND INFLOW.

SUMMARY:

This Resolution approves Amendment No. 1 to the Professional Consulting Services Agreement awarded to Brown and Caldwell, Inc. in the amount of \$434,106 for Project No. 18-087, Wastewater Department Engineer of Record – Pilot Project to Identify Contributing Groundwater Infiltration and Inflow.

PREVIOUS COUNCIL ACTION:

On February 12, 2024, the City Council approved Resolution No. 15497, selecting Brown and Caldwell, Inc as the Engineer of Record for the Wastewater Department.

On November 13, 2023, the City Council approved Ordinance No. 10583 to have Brown and Caldwell pilot project to identify issues contributing to groundwater infiltration and inflow to the city’s sewer sanitary system.

BACKGROUND:

The Wastewater Department has been addressing selenium and sulfate issues in the Arkansas River Basin for more than 25 years. Naturally occurring selenium and sulfate are known to enter the city sewer collection system through the infiltration and inflow of groundwater. The sanitary sewer collection system conveys sewage and the groundwater to the James R. Dilorio Water Reclamation Facility. Approximately 50 percent of the selenium and very little sulfate is removed during the treatment process.

The purpose of this project is to pilot multiple technologies in geographical locations with groundwater high in selenium and sulfate. These technologies, not previously used by the Wastewater Department, that can identify and locate sources of groundwater infiltration and inflow entering the sanitary sewer collection system.

Amendment 1- Brown and Caldwell, Inc will provide design services to address the inflow and infiltration into the sewer collection system found during the original pilot project study area. This design will include replacement of laterals, mainline, and manholes. This work will result in the design and bid phase for the replacement sewers.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell to provide design services for the rehabilitation project will not exceed \$434,106. Funds are available from the Sewer User Fund and have been appropriated to Project No. WW1503-Selenium Reduction.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative will eliminate the opportunity to collect data that identifies where infiltration and inflow occur in the sanitary sewer collection system. Without this data, it is unknown how best to rehabilitate the sanitary sewer mains to stop infiltration and inflow containing selenium and sulfate.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 05-27-25 18-087 Amendment 1 Pilot Project

RESOLUTION NO. 15990

A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., IN THE AMOUNT OF \$434,106 FOR 18-087, WASTEWATER DEPARTMENT ENGINEER OF RECORD – PILOT PROJECT TO IDENTIFY CONTRIBUTING GROUNDWATER INFILTRATION AND INFLOW.

WHEREAS, Project No. 18-087 Wastewater Department Engineer of Record – Pilot Project to Identify Contributing Groundwater Infiltration and Inflow was awarded to Brown and Caldwell, Inc., on November 13, 2023; and

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Amendment No. 1, by and between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., a California Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 1 to be performed in the amount of \$434,106.

SECTION 2.

Funds in the amount of \$434,106 will be paid from WW 1503,

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 1 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest 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: May 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN CITY OF PUEBLO AND BROWN AND CALDWELL, INC.

1. INTRODUCTION

This Amendment No. 1 to the Agreement for Professional Services ("Amendment") is executed to be effective as of the ____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("Client") and Brown and Caldwell, Inc., a California Corporation authorized to do business in the State of Colorado ("Consultant"). Client and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, Client and Consultant entered into that certain Agreement for Professional Services dated November 17, 2023 for Bid 18-087 Wastewater Department Engineer of Record – Pilot Project to Identify Contributing Groundwater Infiltration and Inflow;

WHEREAS, Client and Consultant desire to amend the Agreement pursuant to the provisions set forth herein;

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

3. AGREEMENT

- A. The Agreement is amended by expanding the scope of services to include the following additional services:
 1. Consultant shall provide additional services for replacement of an 8-inch diameter collection sewer, associated manholes, and service laterals as identified in Attachment A.
 2. Attachment A to this Amendment No. 1 shall be additional work as agreed upon by Consultant and Client, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.
- B. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount

of \$434,106.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

1. The compensation payable to the Consultant by this Amendment No. 1 shall be billed at the amounts set forth in the Attachment B.
 2. Client must respond in writing with written approval prior to Consultant beginning work.
- C. Consultant shall commence and complete each major work item according to the work schedule attached hereto and labelled Attachment C; provided, however, Consultant will not be responsible for delays beyond Consultant's control.
- D. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- E. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.
- F. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.

(Signature Section on following page)

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BROWN AND CALDWELL, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Michael J. Thorstenson, P.E., Principal-In-Charge

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

Robert Jagger, Deputy City Attorney

Attachments: Attachments A - C and Additional Information for Amendment

Attachment A

Scope of Services

Excerpt from Consultant Proposal dated April 7, 2025, Pages 1-9



SCOPE OF WORK, (Amendment 1)

City of Pueblo, Wastewater Department

Pilot Project to Identify Contributing Groundwater Infiltration and Inflow

Background and Project Description

The City of Pueblo (City) has been addressing selenium and sulfate issues in the Arkansas River Basin for more than 25 years. Naturally occurring selenium and sulfate are known to enter the City's sewer collection system through the infiltration and inflow of groundwater. The City's sewer collections system conveys sewage and the groundwater to the James R. Dilorio Water Reclamation Facility (WRF). Treated effluent from the WRF is discharged to the Arkansas River.

The concentrations of selenium and sulfate in the effluent discharged to the Arkansas River are higher than Arkansas River site-specific standards as allowed by the State of Colorado, Department of Health, Water Quality Commission (WQC). Since 2018, the City has operated under a Discharger Specific Variance (DSV) for selenium and sulfate for the Pueblo WRF effluent.

The 2018 WQC approved DSV included City implementation of a \$10 million management program to reduce selenium and sulfate concentrations to the extent feasible. City has made investments under the management program that include:

- Rehabilitating (by cured-in-place-pipe (CIPP) lining) and replacing sewer pipes.
- Sealing manholes.
- Establishing a homeowners sump pump removal program.
- Examining/studying added treatment processes at the WRF.

Subsequently, a pilot project was completed to test multiple technologies not previously used by City that are capable of identifying and locating sources of groundwater infiltration and inflow entering the City's sewer collection system. The pilot project was to determine where selenium and sulfate are entering the gravity sewer system.

This scope of work is to provide design services to address the inflow and infiltration into the sewer collection system found during the original pilot project study area. This design will include replacement of laterals, mainline, and manholes. This work will result in the design and bid phase for the replacement sewers.

Project Objectives

The purpose of this project is to replace one of the four collection system sewers studied in the initial pilot infiltration and inflow study, see project location map attached. The sewer replacement will be designed to include pipe bursting methodology or open-cut and replacement of 46 laterals (services), six (6) manholes, and approximately 1,893 linear feet of mainline. Replacement of laterals will include the full length from the sewer mainline extending onto private property to the property structure.

Following construction, the City would have the ability to measure and evaluate the effectiveness of removing infiltration and inflow as well as predict the overall reduction in selenium and sulfate (via groundwater infiltration). The purpose is to ensure effectiveness of this approach and predict costs and reductions in the future.

Project Information

This scope of work describes the services to be rendered by Brown and Caldwell (Consultant or BC) for the design of the services listed above.

Project Title: Pilot Project to Identify Contributing Groundwater Infiltration and Inflow

Engineering Phase(s): Preliminary design (schematic) phase, final design phase, construction documents and bidding phase

Delivery & Construction Methods: Design-bid-build delivery method, include pipe bursting or open-cut construction methods

Scope Duration: 14 months, from notice to proceed

WORK PHASES AND TASKS

Phase 110 – Project Management (Amendment 1)

Task 110.100: Project Management

Objective: This task is used for BC to oversee and administer the project. BC will coordinate with the City throughout the project.

Subtasks:

- Perform project management for the duration of the project, including resource, financial, schedule, risk and stakeholder activities management.
- Project Management Plan: Includes communications plan, schedule, health and safety, change management, risk register and quality management planning.
- Provide monthly invoicing and progress reporting.
- Provide project archiving and filing for long term information access.

Deliverables:

- Monthly invoices and progress reports.

Assumptions:

- Project management tasks and activities will only be performed when work is actively progressing.
- Quality control reviews will be performed as part of each deliverable and are included with the tasks below.

Task 110.110: Coordination (Meetings)

Objective: This task allocates effort to allow BC to directly communicate with the City. BC has identified the key meetings and workshops throughout the project in the subtasks below.

Subtasks:

- Kickoff Meeting: Conduct a kickoff meeting to review the scope, schedule and success factors for the project. Communicate roles, responsibilities, and communications protocols. Attendees to be the project manager (PM) and one technical representative, 1-hour duration with the project manager attending in person in Pueblo’s offices; the technical representative may attend virtually (MS Teams).
- Progress Meetings: BC will conduct virtual progress meetings utilizing Microsoft Teams to present and discuss project progress or specific items. Includes 12 meetings of approximately one hour each. Attendees to include the project manager and one other technical staff. Two (2) meetings are assumed to be conducted in-person at Pueblo’s offices.

Deliverables:

- Meeting agendas, presentation materials and meeting minutes.

Phase 310 – Monitoring Station (Amendment 1)

Task 310.310: Monitoring Station

Objective: This task is not necessary for the design and construction of the project. Approval to be authorized by the City prior to initiation. With this task, the City will be able to document the reductions in groundwater infiltration along the section of sewer to be repaired. This includes providing a test plan and initial data evaluation. As a future task (not included), the monitoring station may be re-installed after construction and the data evaluation continued.

Subtasks:

- Testing Plan: Develop a testing plan (technical memorandum) to describe the testing objectives, testing protocols, methods, and parameters.
- Design: Provide the design of a temporary monitoring station. Includes monitoring wastewater flow, conductivity, and temperature at a selected manhole (likely manhole no. 445728.2). Design assumed to include sketches and a specification.
 - Evaluate power supply needs and select solar, temporary utility connection, or batteries.
 - Evaluate communication needs and select data collection and storage (via data drive) or continuous transmittal via cell phone or SCADA.
- Implementation: The City will contract for fabrication and installation of the monitoring station; BC will coordinate and respond with assistance. The monitoring station would operate until construction is scheduled to begin. City will remove the monitoring station prior to construction.
- Test Results: BC will evaluate data gathered and provide a brief technical memorandum with results.

Deliverables:

- Testing Plan Technical Memorandum (TM) and presentation at a progress meeting.
- Design of monitoring station. Includes assisting with the selection of an installation location, power and communications.
- Test Results TM that describes results from pre-construction testing

Phase 410 – Preliminary Design (Schematic) Services, (Amendment 1)

Task 410.410: Field Investigations

Objective: Perform field investigations as identified below for the selected Phase 1 improvements.

Subtasks:

- Review existing information including the City's GIS data. Collect available record drawings. Use the City's existing aerial photographs from the GIS as plan view mapping (CADD photo) for the project. Use available information to locate property lines and right-of-way data and show on the mapping.
- Visual inspections by CCTV: The private property laterals (46 locations) will be visually inspected using a robotic mini-CCTV camera system. The objective of the CCTV will be to examine the features and defects of the laterals from the mainline to the private property connection point (near the house).
 - Inspection will proceed from the mainline into the private properties. Inspection will stop at obstructions. If a lateral is collapsed, blocked by materials or roots, or other obstacles the inspection will stop.

- Inspections will be performed in accordance with NASSCO Lateral Assessment and Certification Program and industry standards.
- If there are concerning observations, such as collapsed pipe, holes in pipes, detached linings, significant obstructions, or other conditions that may impede flow, the BC team will immediately notify the City Project Manager.
- Geotechnical: Provide a geotechnical field investigation and laboratory testing. The results will be compiled into a geotechnical recommendations report. Includes up to 3 boreholes with depth up to 2 feet below the existing pipeline and one monitoring well (measure every 2 months for 9 months total).
 - Lab testing to include: moisture content, dry density, Atterberg limits, soil classification tests, strength testing.
 - Samples (undisturbed) will be taken at intervals of 2.5 feet (down to 8 ft below ground surface) and at 5 feet for the remaining depth.
 - Engineering analyses to be included in the geotechnical recommendations report: Lateral earth pressure, allowable bearing pressure, surcharge pressures, soil angle of internal friction, friction factor, modulus of subgrade reaction and unit weight of soil.
- Surveying: Provide surveying to verify sewer alignment, locate utilities, and set control points
 - An alignment survey (x, y & z) to be included along the pipeline length. Include the locations and diameters of existing manholes and cleanouts on laterals. A topographic map will not be completed, only the linear alignment and elevations.
 - Survey in the horizontal locations of marked and visible existing utilities along the pipeline both within the right-of-way and on private properties (where right of entry and agreements are completed) will be identified and shown on the mapping. Locates to attempt to obtain quality level B (horizontal location) according to ASCE 38 including one-call marking for the alignment. No potholing will be performed.
 - Elevation data will be collected for the sanitary sewer system and any storm drains. Include invert elevations for gravity systems (manholes and at cleanouts on laterals).

Deliverables:

- Data needs request for GIS data, record drawings and other items.
- CCTV inspection of laterals (service lines). Provide in electronic format
- NASSCO LACP coding of structural conditions, operations and maintenance conditions, construction features, and miscellaneous features.
- Geotechnical recommendations report (draft and final)
- Survey electronic file in PDF and AutoCAD (2022 or newer) format.

Task 410.420: Initial Stakeholder Development

Objective: Conduct an effective property owner and stakeholder involvement program. BC will assist in the City’s efforts to access properties, inform the property owners, and coordinate information for the Final Design.

Subtasks:

- Engagement Plan: The City, with assistance and support from BC, develop an Engagement Plan to describe the project goals, project messaging, and approach to communicating with the private property owners and third parties. This will be developed and confirmed before any outreach to identified stakeholders.
- Community Impacts Assessment: BC will help with technical information for the stakeholders. Describe community impacts during and after the construction. Provide a general description of impacts, such as dust, noise, mud, traffic, and work on private properties.
- Right-of-Entry: City of Pueblo will obtain right of entry (ROE) onto each of the private properties prior to Field Investigations and Pre-Design Inspections. BC to assist the City in developing templates to be used.
- Pre-Design Inspections: Includes a site visit at each of the 46 properties with the goal of making contact (together with a City representative) with the resident(s) &/or property owners, clearly explaining project goals, benefits and expectations. Information collected during the visit will be used in the design task to identify the scope of construction work at each property.

- A written “Pre-Construction Site Investigation” report with aerial sketch for each property and assumed lateral path will be completed after the inspection. This will be based on visual evidence obtained during the inspection. Each report to include the property information, proposed lateral replacement limits, anticipated disturbance and restoration, and the identification of landscape, hardscape, and other exterior features.
- Reports will comment on any evidence of sump pump from features visible during exterior inspections and the presence of underground downspouts and discharge points.
- Pre-design Inspections do not include an interior inspection, nor an evaluation of the building/house and are limited to documentation of the ground surface conditions above the lateral(s).
- Public Involvement Support: BC will provide technical data and assist with development of communication and outreach materials. As specific needs are not defined at the time of scoping, a budgetary allowance is assumed further definition of materials to be provided as needed.

Assumptions:

- Homeowner communications will be led by the City, with support from BC.
- Following completion of the Engagement Plan, subsequent tasks to be confirmed prior to be initiated.
- Pre-design inspections will be conducted jointly with the City of Pueblo.
- The inspection includes an exterior site visit of the participating properties (up to 46) to identify and document constructability issues.
- The City will grant access to their GIS system to assist in development of aerial sketches.

Deliverables:

- Engagement Plan TM (draft and final)
- Community Impact Assessment TM (draft and final)
- Templates: Right of Entry (letter &/or form)
- Public involvement materials: As requested.
- Pre-Construction Site Investigation Report (single page for each property)

Task 410.430: Basis of Design

Objective: To define the project and the criteria to be used during the detailed design phase.

Subtasks:

- Establish project limits and connections, select pipe materials &/or allowable construction methods, and perform any necessary hydraulic analysis.
- Identify and address major design decisions. Includes understanding utilities in areas of excavation, traffic flow and other site constraints.
- Construction cost estimate: Provide a basis of estimate TM to include a class 5 AACE International estimate.
- Locate properties, rights-of-way, and easements and include in preliminary documents.
- Provide permitting matrix. Include list of expected permits and assigned responsible party.
- Review construction sequencing and constraints. Evaluate flow bypassing or shut-down durations. Develop a preliminary construction schedule meeting the sequencing and constraints.
- Conduct a review workshop with the City to collect comments for the design package.

Deliverables:

- Workshop Items: Provide slides, agenda, and meeting minutes to document the basis-of-design phase. A formal report, other than the estimate and permitting matrix, is not included.
- Permitting matrix.
- Basis of estimate and class 5 estimate.

Task 410.440: Preliminary Design

Objective: Provide preliminary design documents for the selected Phase 1 improvements.

Subtasks:

- Preliminary Design Review Set: Provide selected technical specs, drawings, project details and standard details. Provide an overall table of contents for the completed design specifications.
 - The mainline drawings will consist of plan and profile drawings at an appropriate scale.
 - Lateral drawings will include a letter sized (8.5x11) sketch showing the plan of each lateral annotated with the lateral route and known (observable) other items, such as cleanouts, etc., the expected location of the lateral, and other information such as notes or photos. Lateral drawings will be bound together with the specifications.
 - Details or standard details will be included as available.
 - Technical specifications to include key sections only, such as pipe bursting.
- For permits to be signed by the City and submitted to the permitting agencies by the City, BC will prepare drafts of permits.
- A hydraulic analysis will be performed to evaluate pipeline hydraulics for design. Design flow requirements will be consistent with the City's master plan.
- Construction cost estimate: Provide a basis of estimate (TM) to include a class 3 AACE International estimate.
- Conduct a review workshop with the City to collect comments for the design package. Review meetings will be conducted in person in Pueblo at the City's offices. Attendees include the project manager and one other technical staff.

Deliverables:

- Preliminary design documents (technical specs, drawings, and cost estimate)
- Review workshop meeting agenda, slides and minutes
- City-Obtained Permits: Permit drafts

Phase 510 – Final Design Services, (Amendment 1)

Task 510.520: Stakeholder Coordination

Objective: Continue an effective property owner and stakeholder involvement program through the Final Design Phase. BC will assist in the City's efforts to access properties, inform the property owners with technical information, and document agreements.

Subtasks:

- Agreements: City of Pueblo will obtain agreements with private properties for construction. A total of 46 are expected. BC to assist the City in modifying and finalizing the templates to be used for individual property owners. BC to provide an updated estimate of the construction costs on each private property and will assist the City in calculating the property owner's share (as needed, if cost sharing is implemented) of the construction cost.
- Public Involvement Support: BC will provide technical data and assist with development of communication and outreach materials. As specific needs are not defined at the time of scoping, a budgetary allowance is assumed. Further definition of materials can be provided as needed.

Deliverables:

- Private Property Agreements (and associated construction costs)
- Public involvement materials: as requested

Task 510.530: Final Design

Objective: Provide final design documents for the selected improvements.

Subtasks:

- Final Design Review Set:
 - Drawings to include plan sheets, plan and profiles, detail drawings and standard details. City of Pueblo standard drawings will be included by reference.
 - Specifications to include complete sections and the project manual (City of Pueblo's division 0 and 00 sections).
 - Assumes construction contractor is responsible for preparing traffic control plans and stormwater or erosion control drawings. These requirements will be included in the technical specifications.
- Construction cost estimate: Provide an update to the basis of estimate (TM or letter) and a class 2 AACE International estimate.
- Conduct a review workshop with the City to collect comments for the design package. Review meetings will be conducted in person at the City's offices. Attendees include the project manager and one other technical staff.
- Issue for Bidding (Contract Documents: After the review workshop, provide project manual, technical specs, drawings, project details and standard details with PE stamping. Comments from the final design review will be incorporated.

Deliverables:

- Final design documents (technical specs, drawings).
- Workshop meeting minutes, agenda, and slides.
- Issue for Bidding set of contract documents (specs and drawings)

Phase 610 – Construction Documents and Bidding, (Amendment 1)

Task 610.610: Bid Phase

Objective: Assist the City with their bidding by providing engineering technical services.

Subtasks:

- Attend pre-bid conference and site visit.
- Address bidder questions and issue up to three addenda as needed.
- Review bids received by City, provide recommendations for award. Assumes only one bidding advertisement and no pre-purchase contracts.

Deliverables:

- Addenda (including responses to bidder questions)
- Letter of bid recommendation.

Task 610.620: Construction Documents

Objective: Provide Issue for Construction Documents.

Subtasks:

- Issue for Construction (Contract Documents: After the bidding period, provide updated project manual, technical specs, drawings, project details and standard details with PE stamping. Clarifications (addenda) from the bid phase will be incorporated.

Deliverables:

- Issue for Construction set of contract documents

Phase 810 – Owner Directed Contingency, (Amendment 1)

The City may elect to request additional services from BC during the Project. This phase would include the additional services at the discretion of the City. The scope, schedule and fee for each additional service will be negotiated and approved by the City prior to BC beginning the associated work. Potential services to be performed by Brown and Caldwell may include, but are not limited to:

- Completion of constructability review, value engineering reviews or other cost reduction discussions, meetings, or revisions.
- Additional construction contracts, phases, or schedules.
- Provision of a construction cost resource loaded schedule.
- Traffic control plans: For projects where construction occurs in roadway corridors (e.g., pipelines, etc.) BC recommends traffic control plans be prepared by the contractor to allow flexibility in means, methods, and costs. However, traffic control plans can be added to BC's services, if desired by the City. Currently, it is assumed that BC will provide specifications so that bidders can prepare bids for this work.
- Erosion and sediment control drawings (e.g., SWPP or NPDES) or stormwater report. Current requirements would be included in a specification and the Contractor would develop and complete the plans to allow flexibility in means, methods, and costs.
- Environmental Assessment: e.g., Phase 1 assessment or other. Currently, it is assumed that this work only improves an existing system, and no environmental permitting or studies are necessary.

Assumptions

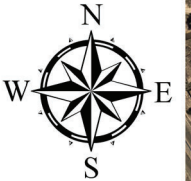
1. Services not included in this scope of work are excluded. Tasks requiring authorization by the City will not be performed until authorization in writing has been given.
2. City Support: The City will provide safe access to the facilities and all available and relevant information needed to support BC's services. This includes, but is not limited to, all relevant background documents, knowledgeable staff to work collaboratively with the team, and timely review and comment on submittals within the agreed upon schedules. This also includes the City facilitating access to infrastructure (sewer laterals) located on private property. The City would provide right of entry for these locations.
3. BC may shift budget between work phases or tasks as necessary to complete the work and will discuss with the City's PM as this occurs.
4. Any investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination is not part of this scope of work. If required, these services will be negotiated on a case-by-case basis. BC is not responsible for additional effort that may be required due to issues related to unknown conditions that may impact the design or construction
5. Permits: Fees associated with permits, easements, property acquisition, reviews, or applications which are required for project approvals or authorizations will be paid by the City.
6. BC is not responsible for the design of any temporary support of existing structures, (e.g., cofferdams, sheeting, shoring) or any other temporary works needed to complete the construction work.

Attachments

A – Project Location Map

Project Location Map

- 1) Scope includes 46 laterals (house connection services), from the mainline to the structure.
- 2) Mainline includes approximately 1,800 linear feet of 8-inch sewer.



This map has been produced by the City of Pueblo. Data provided herein is derived from sources with varying levels of accuracy. The City of Pueblo disclaims all responsibility for the accuracy or completeness of information contained herein. The City of Pueblo does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.

Attachment B

Fee Schedule

Excerpt from Consultant Proposal dated April 7, 2025, Page 10

PROJECT FEE for 195447 - Pilot Project-ID Contributing GW Infiltration – Phase 2 Pipe Bursting (Amendment 1)

Phase & Task	Phase Description	Rate	Chandler	Keli	Haley	Kelly	Andy	Scott	Jacob	Peter	Robert	Bambang	Jerry	Dawn	Bill	Dan	Rachel	William	Chris	Rob	Tracy	Nate	Total Labor Hours	Total Labor Effort	Other Expense (ODC)	Other Travel Expenses	Total ODCs	Sub. Cost	Sub. Cost	Sub. Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort	
			Wilson	Lambert	Dunn	Collins	Lukas	Higbee	Zilliox	Schuhen	Lewis	Nursuwito	Simon	Wall	Ruhberg	Goodburn	Garrett	Agster	Michalos	Davies	Eastman	Whirty													
110	Project Management		96	60	32	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	188	36,988	0	1,200	1,200	0	0	0	0	1,200	1,200	38,188	
	100 Project Management		68	60	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	136	26,280	0	0	0	0	0	0	0	0	0	26,280	
	110 Coordination (Meetings)		28	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	52	10,708	0	1,200	1,200	0	0	0	0	1,200	1,200	11,908	
310	Additional Services		26	0	37	0	5	6	5	2	35	12	8	0	0	0	0	0	0	0	0	0	136	27,426	0	0	0	0	0	0	0	0	0	0	27,426
	310 Monitoring Station, Owner Directed		26	0	37	0	5	6	5	2	35	12	8	0	0	0	0	0	0	0	0	0	136	27,426	0	0	0	0	0	0	0	0	0	0	27,426
410	Preliminary Design (Schematic) Svcs		81	6	240	8	7	4	0	120	0	0	0	4	6	64	14	6	6	9	3	90	668	134,064	800	1,800	2,600	17,350	14,000	15,900	47,250	49,850	54,575	188,639	
	410 Field Investigations		6	6	48	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	60	9,888	0	0	0	17,350	14,000	15,900	47,250	47,250	51,975	61,863	
	420 Initial Stakeholder Development		25	0	97	0	0	0	0	40	0	0	0	2	6	36	14	2	0	0	0	0	222	43,561	800	1,500	2,300	0	0	0	0	2,300	2,300	45,861	
	430 Basis of Design		24	0	2	8	2	2	0	0	0	0	0	2	0	16	0	2	6	4	0	0	68	16,806	0	300	300	0	0	0	0	300	300	17,106	
	440 Preliminary Design		26	0	93	0	5	2	0	80	0	0	0	0	0	12	0	2	0	5	3	90	318	63,809	0	0	0	0	0	0	0	0	0	63,809	
510	Final Design Services		39	0	81	0	4	2	14	86	0	0	0	4	0	20	30	2	0	5	3	93	383	79,920	800	300	1,100	0	0	0	0	1,100	1,100	81,020	
	510 Stakeholder Coordination		14	0	36	0	0	0	0	0	0	0	0	0	0	8	30	0	0	0	0	0	88	19,192	600	0	600	0	0	0	0	600	600	19,792	
	520 Final Design		25	0	45	0	4	2	14	86	0	0	0	4	0	12	0	2	0	5	3	93	295	60,728	200	300	500	0	0	0	0	500	500	61,228	
610	Construction Documents & Bidding		14	0	12	0	0	0	0	10	0	0	0	0	0	0	0	0	0	0	0	6	42	8,558	300	0	300	0	0	0	0	300	300	8,858	
	610 Bid Phase		13	0	10	0	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	27	5,523	300	0	300	0	0	0	0	300	300	5,823	
	620 Construction Documents (IFC)		1	0	2	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	6	15	3,035	0	0	0	0	0	0	0	0	0	3,035	
810	Owner Directed Contingency		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	89,975	0	89,975	0	0	0	0	89,975	89,975	89,975	
	810 Additional Svcs. at Discretion of City		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	89,975	0	89,975	0	0	0	0	89,975	89,975	89,975	
GRAND TOTAL			256	66	402	8	16	12	19	218	35	12	8	8	6	84	44	8	6	14	6	189	1,417	286,956	91,875	3,300	95,175	17,350	14,000	15,900	47,250	142,425	147,150	434,106	

Note: Hours and Dollars are rounded to nearest whole number.

Attachment C

Work Schedule

Excerpt from Consultant Proposal dated April 7, 2025, Page 10

SCHEDULE

City of Pueblo, Wastewater Department

Pilot Project to ID Contributing GW Infiltration-Phase 2 Pipe Bursting

ID	Text1	Task Name	Duration	Start	Finish	Predecessors	Timeline																
							Mar	Qtr 2, 2025	Qtr 3, 2025	Qtr 4, 2025	Qtr 1, 2026	Qtr 2, 2026	Qtr 3, 2026										
							Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	
0		03_attA_SCHEDULE_Groundwater Sources Pilot_Phase 2_v6	303 days	Tue 4/29/25	Thu 6/25/26																		
1	000	Notice to Proceed (NTP)	0 days	Tue 4/29/25	Tue 4/29/25																		
2	110	110 - Project Management	290 days	Tue 4/29/25	Mon 6/8/26																		
3	110.100	Project Management	290 days	Tue 4/29/25	Mon 6/8/26																		
7	110.110	Coordination (meetings)	280 days	Mon 5/5/25	Mon 6/1/26																		
13	310	310 - Monitoring Station (on Owner approval)	275 days	Tue 5/13/25	Mon 6/1/26																		
14	310.310	Monitoring Station	275 days	Tue 5/13/25	Mon 6/1/26																		
22	410	410 - Design Services	124 days	Tue 5/6/25	Fri 10/24/25																		
23	410-410	Field Exploration	90 days	Tue 5/13/25	Mon 9/15/25	8FS+5 days																	
24		Review existing info	33 days	Tue 5/13/25	Thu 6/26/25																		
25		Geotechnical investigation	90 days	Tue 5/13/25	Mon 9/15/25	30SS+5 days																	
26		Surveying	60 days	Tue 6/24/25	Mon 9/15/25	25FF																	
27		CCTV of laterals	45 days	Tue 7/15/25	Mon 9/15/25	24																	
28	410-420	Stakeholder Development	110 days	Tue 5/6/25	Mon 10/6/25																		
29		Engagement plan & impacts list	20 days	Tue 5/6/25	Mon 6/2/25	8																	
30		Right-of-Entry	35 days	Tue 5/6/25	Mon 6/23/25	8																	
31		Agreements (development)	45 days	Tue 6/24/25	Mon 8/25/25	30																	
32		Pre-Design Inspections (& reporting)	22 days	Fri 7/25/25	Mon 8/25/25	31FF																	
33		Public Involvement Support	90 days	Tue 6/3/25	Mon 10/6/25	29																	
34	410-430	Basis of Design	45 days	Tue 6/24/25	Mon 8/25/25	30																	
40	410-440	Preliminary Design	45 days	Mon 8/25/25	Fri 10/24/25	38																	
45	510	510 - Final Design Services	90 days	Tue 10/7/25	Mon 2/9/26																		
46	510.520	Stakeholder Coordination	90 days	Tue 10/7/25	Mon 2/9/26																		
47		Agreements	45 days	Thu 10/30/25	Wed 12/31/25	38																	
48		Public Involvement Support	90 days	Tue 10/7/25	Mon 2/9/26	33																	
49	510.530	Final Design	60 days	Mon 10/27/25	Fri 1/16/26																		
56	610	610 - Construction Docs & Bidding	69 days	Mon 1/19/26	Thu 4/23/26																		
57	610-610	Bidding	45 days	Mon 1/19/26	Fri 3/20/26	53																	
62	610-620	Construction Documents (IFC)	24 days	Mon 3/23/26	Thu 4/23/26																		
64	999	Project Float	45 days	Fri 4/24/26	Thu 6/25/26	63																	

Additional Information for Amendment

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



Summary

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Details			
Name	BROWN AND CALDWELL, INC.		
Status	Good Standing	Formation date	03/20/1978
ID number	19871067502	Form	Foreign Corporation
Periodic report month	March	Jurisdiction	California
Principal office street address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		
Principal office mailing address	201 North Civic Drive, Suite 300, Walnut Creek, CA 94596, US		

Registered Agent	
Name	Corporation Service Company
Street address	1900 W Littleton Blvd, Littleton, CO 80120, US
Mailing address	1900 W Littleton Blvd, Littleton, CO 80120, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

BROWN AND CALDWELL, INC.

is an entity formed or registered under the law of California, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 19871067502.

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/21/2025 that have been posted, and by documents delivered to this office electronically through 04/22/2025 @ 10:57:54.

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 04/22/2025 @ 10:57:54 in accordance with applicable law. This certificate is assigned Confirmation Number 17225996.



Jena Griswold

Secretary of State of the State of Colorado

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

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

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

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

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

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

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

_____.


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

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

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

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

Company Name: Brown and Caldwell

Authorized Signature:  Title: Managing Director, CS

Printed Name: Michael J. Thorstenson Date: September 22, 2023



CERTIFICATE OF LIABILITY INSURANCE

5/31/2025

DATE (MM/DD/YYYY)
5/16/2024

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Travelers Property Casualty Company of America	25674
INSURED 1051881 BROWN AND CALDWELL AND ITS WHOLLY OWNED SUBSIDIARIES AND AFFILIATES 201 NORTH CIVIC DRIVE, SUITE 300 WALNUT CREEK CA 94596	INSURER B: Hartford Fire Insurance Company	19682
	INSURER C: Hartford Accident and Indemnity Company	22357
	INSURER D: Lloyds of London	
	INSURER E: Twin City Fire Insurance Company	29459
	INSURER F: Hartford Underwriters Insurance Company	30104

COVERAGES * CERTIFICATE NUMBER: 20045396 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	ADDITIONAL INSURED	WARRANTY	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	N	37CSEQU1172	5/31/2024	5/31/2025	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/PROP AGG \$ 4,000,000 OTHER: \$
B P B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	37CSEQU1173 37CSEQU1174 37CSEQU1175	5/31/2024 5/31/2024 5/31/2024	5/31/2025 5/31/2025 5/31/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input type="checkbox"/> RETENTION \$	Y	N	CUP-7W48388A-24-NF	5/31/2024	5/31/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 OTHER: \$ XXXXXXXX
C E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	37WNOU1170 37WBRQU1171	5/31/2024 5/31/2024	5/31/2025 5/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
D	PROFESSIONAL LIABILITY	N	N	LDUSA2400482	5/31/2024	5/31/2025	\$1,000,000 PER CLAIM & AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: SID 150259 GROUNDWATER INFILTRATION AND INFLOW PROJECT. CITY OF PUEBLO, ITS OFFICERS, AGENT, AND EMPLOYEES ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA/EXCESS LIABILITY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO WORKERS COMPENSATION/EMPLOYER'S LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION

20045396 PUE-25 CITY OF PUEBLO (CO) ATTN: TERESA MAY BURNS 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: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT AND AMENDMENT NO. 1 IN THE AMOUNT OF \$240,641.88 WITH MILLER PIPELINE, LLC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 50 WILLIAM WHITE BLVD., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Miller Pipeline, LLC., for emergency sanitary sewer point repairs at 50 William White Blvd.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On December 30, 2024, the Wastewater Department discovered a leakage in the force main near 50 William White Boulevard. Initially, it was estimated that the repair would be limited to remove and replace the broken pipe segment, but after extensive site investigation, the Wastewater Department discovered the surrounding area and gravel road were contaminated. Also, during the repair, another force main - break was discovered downstream of Lift Station #3. To protect public health and safety and the environment, an emergency repair was necessary to repair the broken pipe segments and perform additional work required to remove and replace contaminated soil, remove contaminated road base, import new material and regrade the road.

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

The cost breakdown for the project is as follows:

<u>Sanitary Sewer Replacement-related</u>		
Total:	\$ 7,084.53	3%
<u>Surface Improvement Related</u>		
Total:	\$ 233,557.35	97%
Grand Total:	\$ 240,641.88	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 24-033 (WWAN03) - Emergency Point Repair.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approving the Resolution would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 05-27-25 50 William White Blvd Emergency Point Repair Attachment

RESOLUTION NO. 15991

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT AND AMENDMENT NO. 1 IN THE AMOUNT OF \$240,641.88 WITH MILLER PIPELINE, LLC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 50 WILLIAM WHITE BLVD., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to Miller Pipeline, LLC., under the 2024-2026 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 50 William White Blvd. with Miller Pipeline, LLC., Project No. 24-033 (WWAN03) awarded to said bidder including Amendment No. 1 in the amount of \$240,641.88.

SECTION 2.

Funds for Project 24-033 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract including Amendment No. 1 on behalf of Pueblo, a Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract and Amendment No. 1 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

**AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT**

This Amendment No. 1 to a construction contract (“Amendment”) is executed to be effective as of April 16, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation (“City”) and Miller Pipeline, LLC, an Indiana Limited Liability Company authorized to do business in the State of Colorado (“Contractor”).

WHEREAS, City and Contractor entered into that certain construction contract dated December 31, 2024, for Bid 24-033 (WWAN03) 2024-2026 Emergency Sanitary Sewer Point Repair – 50 William White (the “Construction Agreement”); and

WHEREAS, City and Contractor desire to amend the Construction Agreement subject to the terms and conditions set forth herein.

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

1. The Additional Work Order Authorization and Invoice attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement and the Request for Quotation of the Construction Agreement are amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in Exhibit 1. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing payment and performance bonds in the amount of \$240,641.88 on or before April 22, 2025, in compliance with Section 5.20 of the Contract Documents.
2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this Amendment.
3. This Amendment and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

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

MILLER PIPELINE, LLC

Signed by:
By Raymond Swerdfefer
7E76BE5AB4E047D
Raymond Swerdfefer, Vice President

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

DocuSigned by:
By Naomi Hedden by DK
685EDEF99C2494B5
Naomi Hedden, Director of Purchasing



ATTEST:

DocuSigned by:
Marisa Stoller
7C02EBDFFC3044FC
Marisa Stoller, City Clerk

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

Signed by:
Danny Nunn
01FBACDE22B04B4
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

DocuSigned by:
Robert P. Jagger
5024416E2E7440
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1

Additional Work Order Authorization and Invoice (53 Pages)



Work Order Authorization

Project 50 William White Blvd Date 01/02/2025 thru 02/23/2025
 Description: _____

Labor:

Date	Name	Classification	Reg Hrs	Rate	Subtotal	O.T. Hrs	Rate	Subtotal	Total
	Clint Eaks	Superintendent	94	\$98.67	\$9,274.98	0	\$132.83	\$0.00	\$9,274.98
	GB McHenry	Foreman	164	\$94.88	\$15,560.32	36	\$127.42	\$4,587.12	\$20,147.44
	Carlos Baca	Foreman	6	\$94.88	\$569.28	0	\$127.42	\$0.00	\$569.28
	Jason Constantine	Foreman	10	\$94.88	\$948.80	1	\$127.42	\$127.42	\$1,076.22
	Ramiro Dominguez	Foreman	20	\$94.88	\$1,897.60	1	\$127.42	\$127.42	\$2,025.02
	Marcus Martinez	Foreman	119	\$94.88	\$11,290.72	17.5	\$127.42	\$2,229.85	\$13,520.57
	Garrett Eaks	Operator	108	\$89.16	\$9,629.28	19	\$119.25	\$2,265.75	\$11,895.03
	Cuauhtemoc Perez Lopez	Operator	16	\$89.16	\$1,426.56	3	\$119.25	\$357.75	\$1,784.31
	Josh Harris	Operator	132	\$89.16	\$11,769.12	29	\$119.25	\$3,458.25	\$15,227.37
	Ken Hiatt	Operator	16	\$89.16	\$1,426.56	5	\$119.25	\$596.25	\$2,022.81
	Mike Willhoite	Operator	116	\$89.16	\$10,342.56	20	\$119.25	\$2,385.00	\$12,727.56
	Adrian Rodriguez Sandoval	Laborer	19	\$65.90	\$1,252.10	0	\$89.01	\$0.00	\$1,252.10
	Josean Ruiz Crespo	Laborer	6	\$65.90	\$395.40	0	\$89.01	\$0.00	\$395.40
	Rickey Gleason Johnson	Laborer	6	\$65.90	\$395.40	0	\$89.01	\$0.00	\$395.40
	Ronald Gleason Johnson	Laborer	114	\$65.90	\$7,512.60	17	\$89.01	\$1,513.17	\$9,025.77
	Russell Huffsmith	Laborer	19	\$65.90	\$1,252.10	0	\$89.01	\$0.00	\$1,252.10
	Cameron Nolan	Laborer	114	\$65.90	\$7,512.60	17	\$89.01	\$1,513.17	\$9,025.77
	Arthur Solis	Laborer	10	\$65.90	\$659.00	1	\$89.01	\$89.01	\$748.01
	Darwin Villanueva	Laborer	19	\$65.90	\$1,252.10	0	\$89.01	\$0.00	\$1,252.10
	Chris Clausen	Truck Driver	29	\$89.16	\$2,585.64	0	\$119.25	\$0.00	\$2,585.64
Labor Subtotal									\$116,202.88

Equipment:

	Name	Hrs	Rate	Total
419	KOMATSU 300LC EXCAVATOR	0	\$109.98	\$0.00
211536	CAT 335 EXCAVATOR	90	\$109.98	\$9,898.20
644	JD 644H LOADER	63	\$97.37	\$6,134.31
804	CAT 140H BLADE	0	\$92.86	\$0.00
LD1	JD 644H LOADER	0	\$97.37	\$0.00
LD2	JD 744J LOADER	75	\$125.19	\$9,389.25
LD3	CAT 950K WHEEL LOADER	0	\$97.37	\$0.00
TN7	LM42 TRENCHER	0	\$48.12	\$0.00
1225	EQUIPMENT TRAILER	0	\$15.58	\$0.00
9064	A LOPEZ/CHEVY 3500	0	\$20.47	\$0.00
BH41	JD 310L BACKHOE	0	\$40.92	\$0.00
EX46	CAT 315FL TC EXCAVATOR	95	\$81.38	\$7,731.10
EX38	BOBCAT E26 EXCAVATOR	0	\$41.62	\$0.00
EX68	HITACHI ZX85 EXCAVATOR	0	\$55.04	\$0.00
PK56	K KNOTT/TACOMA	0	\$15.25	\$0.00
PK82	RON GLEASON/CHEVY 2500	0	\$14.75	\$0.00
PK95	GB MCHENRY/FORD F250	200	\$15.25	\$3,050.00
PKR9	CLINT EAKS	94	\$14.75	\$1,386.50
SS13	279D CAT SKIDSTEER	0	\$36.28	\$0.00
380361	325G SKIDSTEER	85	\$36.28	\$3,083.80
SS26	JD 320G SKIDSTEER	8	\$36.28	\$290.24
SS21	236D3 SKIDSTEER	0	\$36.28	\$0.00
806	JD MOTORGRADER	0	\$92.86	\$0.00
TK48	KENWORTH T800B/APPO	0	\$62.85	\$0.00
TK63	CHEVY 3500	0	\$20.47	\$0.00
TR55	SIDE DUMP TRAILER	0	\$37.84	\$0.00
PK109	M MARTINEZ/CHEVY 2500	136.5	\$14.75	\$2,013.38
PK110	G EAKS/CHEVY 2500	0	\$14.75	\$0.00
PK111	J MARTINEZ/CHEVY 2500	0	\$14.75	\$0.00
PK117	JOSH/ DODGE	151	\$14.75	\$2,227.25
PK121	C BACA/CHEVY 2500H	6	\$14.75	\$88.50

TK139	CREW TRUCK	4	\$20.47	\$81.88
TK220	G EAKS/FORD F350	133	\$20.47	\$2,722.51
TK100	Tractor Truck	0	\$72.19	\$0.00
TK102	Tractor Truck	0	\$62.85	\$0.00
TK108	A LOPEZ CREW/CHEVY	0	\$20.47	\$0.00
TK165	VAC TRUCK	8	\$217.48	\$1,739.84
TK171	2000 GALLON WATER TRAILER	0	\$47.62	\$0.00
TK203	Tractor Truck	29	\$62.85	\$1,822.65
TK210	D FLORES/CHEVY 3500	0	\$20.47	\$0.00
TK216	Tandem Dump	49	\$38.92	\$1,907.08
TK217	Tandem Dump	0	\$38.92	\$0.00
TR100	FELLING TRAILER	0	\$15.58	\$0.00
TR101	Lowboy Trailer	0	\$37.84	\$0.00
TR116	PJ CARHAULER TRAILER	0	\$15.58	\$0.00
TR203	Lowboy Trailer	29	\$37.84	\$1,097.36
TR224	BELSHE TRAILER	0	\$12.44	\$0.00
211475	JD 35G EXCAVATOR	0	\$41.63	\$0.00
394469	VAC TRAILER	0	\$35.88	\$0.00

Equipment Subtotal \$54,663.85

Labor & Equipment Subtotal \$170,866.73

Materials, Subs & Other

Date	Description	Quantity	Unit Price	Subtotal	Mark Up	Subtotal	Total
	R&M Transport	1 LS	\$10,597.50	\$10,597.50	15.00%	\$1,589.63	\$12,187.13
	ERA	1 LS	\$9,210.00	\$9,210.00	15.00%	\$1,381.50	\$10,591.50
	1 Oak	1 LS	\$5,805.00	\$5,805.00	15.00%	\$870.75	\$6,675.75
	Wagner Rents	1 LS	\$4,949.60	\$4,949.60	15.00%	\$742.44	\$5,692.04
	1 Oak	1 LS	\$4,275.00	\$4,275.00	15.00%	\$641.25	\$4,916.25
	Core & Main	1 LS	\$3,519.72	\$3,519.72	15.00%	\$527.96	\$4,047.68
	1 Oak	1 LS	\$3,082.50	\$3,082.50	15.00%	\$462.38	\$3,544.88
	R&M Transport	1 LS	\$2,670.00	\$2,670.00	15.00%	\$400.50	\$3,070.50
	Core & Main	1 LS	\$2,227.01	\$2,227.01	15.00%	\$334.05	\$2,561.06
	Martin Marietta	1 LS	\$1,537.40	\$1,537.40	15.00%	\$230.61	\$1,768.01
	United Rentals	1 LS	\$1,502.01	\$1,502.01	15.00%	\$225.30	\$1,727.31
	Martin Marietta	1 LS	\$1,432.83	\$1,432.83	15.00%	\$214.92	\$1,647.75
	R&M Transport	1 LS	\$1,425.00	\$1,425.00	15.00%	\$213.75	\$1,638.75
	Martin Marietta	1 LS	\$1,305.53	\$1,305.53	15.00%	\$195.83	\$1,501.36
	Wagner	1 LS	\$809.38	\$809.38	15.00%	\$121.41	\$930.79
	Martin Marietta	1 LS	\$713.17	\$713.17	15.00%	\$106.98	\$820.15
	Susie Eaks	1 LS	\$600.00	\$600.00	15.00%	\$90.00	\$690.00
	Martin Marietta	1 LS	\$315.55	\$315.55	15.00%	\$47.33	\$362.88
	Core & Main	1 LS	\$226.30	\$226.30	15.00%	\$33.95	\$260.25
	United Rentals	1 LS	\$218.79	\$218.79	15.00%	\$32.82	\$251.61
	Core & Main	1 LS	\$187.43	\$187.43	15.00%	\$28.11	\$215.54
	Martin Marietta	1 LS	\$172.86	\$172.86	15.00%	\$25.93	\$198.79
	Martin Marietta	1 LS	\$145.07	\$145.07	15.00%	\$21.76	\$166.83
	Southern Colorado Services	1 LS	\$131.25	\$131.25	15.00%	\$19.69	\$150.94
	Colorado Backhoe Services	1 LS	\$106.60	\$106.60	15.00%	\$15.99	\$122.59
	Rush's	1 LS	\$33.50	\$33.50	15.00%	\$5.03	\$38.53
	P&P Bonds	1 LS	\$3,806.00	\$3,806.00	5.00%	\$190.30	\$3,996.30

Material Subtotal \$69,775.15

Grand Total \$240,641.88

Grand Total \$240,641.88

INVOICE

R&M Transport LLC
 1890 S Franceville Coal Mine Rd
 Colorado Springs, CO 80929-8905

r_mtransport@outlook.com
 +1 (719) 352-8489



Bill to
 Jill M
 Miller Pipeline, LLC
 421 Industrial Blvd.
 Pueblo West, CO 81007

Ship to
 Jill M
 Miller Pipeline, LLC
 421 Industrial Blvd.
 Pueblo West, CO 81007

Invoice details

Project Number: Pueblo Airport 25090-01

Invoice no.: 12180
 Terms: Net 30
 Invoice date: 01/21/2025
 Due date: 02/20/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/09/2025	End Dump	Export 10 Loads Ticket #1347	8	\$120.00	\$960.00
2.	01/09/2025	Tandem Trucking	Export 12 Loads Ticket #0542	8.5	\$95.00	\$807.50
3.	01/09/2025	End Dump	Export 9 Loads Ticket #7129	8	\$120.00	\$960.00
4.	01/09/2025	Tandem Trucking	Export 12 Loads Ticket #10670	9.5	\$95.00	\$902.50
5.	01/09/2025	Tandem Trucking	Export 11 Loads Ticket #10675	9	\$95.00	\$855.00
6.	01/10/2025	End Dump	Export 13 Loads Ticket #1348	8.5	\$120.00	\$1,020.00
7.	01/10/2025	Tandem Trucking	Export 17 Loads Ticket #0544	9.5	\$95.00	\$902.50
8.	01/10/2025	Tandem Trucking	Export 15 Loads Ticket #10676	10	\$95.00	\$950.00
9.	01/10/2025	Tandem Trucking	Export 12 Loads Ticket #10671	9.5	\$95.00	\$902.50
10.	01/13/2025	Tandem Trucking	Export 6 Loads Ticket #0539	6	\$95.00	\$570.00
11.	01/13/2025	Tandem Trucking	Export 6 Loads Ticket #0540	8.5	\$95.00	\$807.50
12.	01/13/2025	End Dump	Export 8 Loads Ticket #0538	8	\$120.00	\$960.00

Total **\$10,597.50**

DORADOS TRANSPORT, LLC

#10670

3247 TAIL SPIN DRIVE • COLORADO SPRINGS, CO 80916 • (719) 453-8842

BILL TO: Miller Pipeline DATE: 1-9-25

HAULER Dorados Transport TYPE TRUCK: TD
TRUCK # 09 TLR # _____ DRIVER: Eddy

LOCATION AND DESCRIPTION	TIME		TOTAL LOADS	TOTAL HOURS
	START	STOP		
FROM <u>16 W. White</u> TO <u>Stock yard Rd</u> TYPE OF MATERIAL <u>Dirt</u>	<u>7:00 AM</u>	<u>4:30</u>	<u>13</u>	<u>9.5</u>

LOAD TIME	TICKET #	NET WEIGHT	COMMENTS
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RATE				TOTAL
HRS. @		\$		
TON @		\$	\$	
LD. @		\$		

AUTHORIZED SIGNATURE *[Handwritten Signature]*

CORADOS TRANSPORT, LLC

#10675

3247 TAIL SPIN DRIVE • COLORADO SPRINGS, CO 80916 • (719) 453-8842

BILL TO: Miller Pipeline DATE: 1/9/2025

HAULER: Corados Transport TYPE TRUCK: TR
 TRUCK # 13 TLR # _____ DRIVER: Rafael

LOCATION AND DESCRIPTION	START	TIME STOP	TOTAL LOADS	TOTAL HOURS
FROM <u>William White Blvd.</u>	<u>7:00</u>	<u>4:00</u>	<u>1</u>	<u>9 hrs.</u>
TO <u>1512 + 1514 Stockyard Rd.</u>	<u>9:30 am</u>	<u>am</u>	<u>1</u>	<u>9 hrs.</u>
TYPE OF MATERIAL <u>Surf</u>				

LOAD TIME	TICKET #	NET WEIGHT	COMMENTS
	<u>1111111</u>		
	<u>1</u>		
RATE			
_____ HRS. @ _____	\$ _____		TOTAL
_____ TON @ _____	\$ _____	\$ _____	
_____ LD. @ _____	\$ _____		

AUTHORIZED SIGNATURE 

DORADOS TRANSPORT, LLC

#10671

3247 TAIL SPIN DRIVE • COLORADO SPRINGS, CO 80915 • (719) 453-5342

BILL TO: Miller Pipeline DATE: 1-10-24

HAULER Dorados Transport TYPE TRUCK: TD
TRUCK # 09 TLR # — DRIVER: Eddy

LOCATION AND DESCRIPTION	TIME START	TIME STOP	TOTAL LOADS	TOTAL HOURS
FROM <u>16 W. White</u>	3:00	4:30	12	9.5
TO <u>Stock Yard</u>				
TYPE OF MATERIAL <u>Dirt</u>				

LOAD TIME	TICKET #	NET WEIGHT	COMMENTS
	 		
	 		
	 		
	 		
<p style="text-align: center;">RATE</p> <hr/> HRS. @ _____ \$ _____ TON @ _____ \$ _____ LD. @ _____ \$ _____			TOTAL \$ _____

AUTHORIZED SIGNATURE G.P. [Signature]

DORADOS TRANSPORT, LLC

#10676

3247 TAIL SPIN DRIVE • COLORADO SPRINGS, CO 80916 • (719) 453-8842

BILL TO: Miller Pipeline DATE: 1/10/2025

HAULER Dorados Transport TYPE TRUCK: TD
 TRUCK # 13 TRLR # _____ DRIVER: Rafael

LOCATION AND DESCRIPTION		TIME		TOTAL LOADS	TOTAL HOURS
		START	STOP		
FROM	<u>Williams White Blvd.</u>	<u>7:00</u>	J	<u>15</u>	<u>10</u>
TO	<u>1512-1564 STOCKYARD Rd.</u>	<u>am</u>			
TYPE OF MATERIAL					
			<u>pm</u>		<u>hrs</u>

LOAD TIME	TICKET #	NET WEIGHT	COMMENTS
	<u> </u>		

RATE				TOTAL
_____ HRS.	@ _____	\$ _____		
_____ TON	@ _____	\$ _____	\$ _____	
_____ LD.	@ _____	\$ _____		

AUTHORIZED SIGNATURE G.B. M-llm/hh

DORADOS TRANSPORT, LLC

#10675

3247 TAIL SPIN DRIVE • COLORADO SPRINGS, CO 80916 • (719) 453-8842

BILL TO: Miller Pipeline DATE: 1/9/2025

HAULER: Dorados Transport TYPE TRUCK: TD
TRUCK # 13 TLR # _____ DRIVER: Rafael

LOCATION AND DESCRIPTION	START TIME	STOP TIME	TOTAL LOADS	TOTAL HOURS
FROM <u>William White Blvd.</u>	<u>7:00</u>	<u>4:00</u>	<u>1</u>	<u>9 hrs.</u>
TO <u>1512-1564 Stockyard Rd.</u>	<u>9:30</u>	<u>am</u>		
TYPE OF MATERIAL <u>Sirt</u>				

LOAD TIME	TICKET #	NET WEIGHT	COMMENTS
	<u>111111</u>		
	<u>1</u>		
RATE			TOTAL
_____ HRS. @ _____	\$ _____		
_____ TON @ _____	\$ _____	\$ _____	
_____ LD. @ _____	\$ _____		

AUTHORIZED SIGNATURE *Rafael*

DORADOS TRANSPORT, LLC

#10676

3247 TAIL SPIN DRIVE • COLORADO SPRINGS, CO 80916 • (719) 453-8842

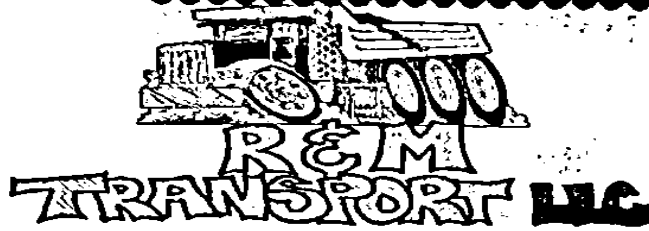
BILL TO: Miller Pipeline DATE: 1/10/2025

HAULER Dorados Transport TYPE TRUCK: TD
TRUCK # 13 TRLR # _____ DRIVER: Rafael

LOCATION AND DESCRIPTION		TIME		TOTAL	TOTAL
		START	STOP	LOADS	HOURS
FROM	<u>Nillian White Blvd.</u>	<u>7:00</u>	<u>↙</u>	<u>15</u>	<u>10</u>
TO	<u>1512-1564 STOCKYARD RD.</u>	<u>am</u>			
TYPE OF MATERIAL <u>Dirt</u>			<u>pm</u>		<u>hrs</u>

LOAD TIME	TICKET #	NET WEIGHT	COMMENTS
	<u> - - </u>		
RATE			TOTAL
_____	HRS. @ _____	\$ _____	
_____	TON @ _____	\$ _____	
_____	LD. @ _____	\$ _____	

AUTHORIZED SIGNATURE G. B. M - [Signature]



Invoice # 7129

PO Box 9525
Colorado Springs, CO 80932
Phone: (719)352-8489

Date:	01/09/23
Truck #:	GTL8
Job #:	


LOCATION AND DESCRIPTION	Time		Hours
	START	STOP	
Bill To: Miller Pipeline			8 hrs
From: William White Blvd	0800	1500	
To: Stockyard Rd			
Material: Dirt			

LOAD TIME	TICKET #	WEIGHT
0820	1	
0917	2	
1003	3	
1042	4	
1121	5	
1207	6	
1301	7	
1346	8	
1425	9	

LOAD TIME	TICKET #	WEIGHT

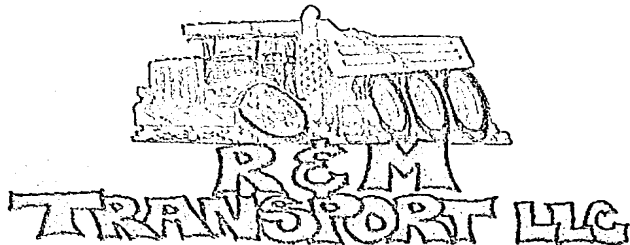
RATE:
LOAD CT: 9
TOTAL TON:
TOTAL HOUR:
AMOUNT DUE:

AUTHORIZED SIGNATURE 

OPERATOR 

If not paid within thirty day from invoice date, this account shall bear interest at the rate of 2% a month for the first 90 days and thereafter shall bear interest at the rate of 3.75% a month. If collection is necessary, buyer agrees to pay reasonable attorney's fees.

Invoice # 0542



PO Box 9525
 Colorado Springs, CO 80932
 Phone: (719)352-8489

Date: 01/09/25
Truck # BM 47
Job #

LOCATION AND DESCRIPTION	Time		Hours
	START	STOP	
Bill To: Miller Pipeline LLC	7:00	3:30	8.5
From: 16 W. W. C. Rd			
To: Stock Yard Rd	START	STOP	
Material: dirt			

LOAD TIME	TICKET #	WEIGHT
###	### 11	

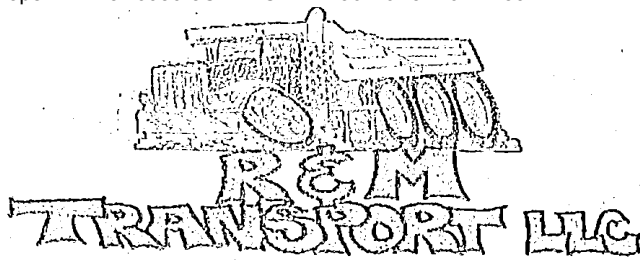
LOAD TIME	TICKET #	WEIGHT
RATE:		
LOAD CT:		
TOTAL TON:		
TOTAL HOUR:		
AMOUNT DUE:		

AUTHORIZED SIGNATURE *[Signature]*

OPERATOR Juan Carlos Musillo

If not paid within thirty day from invoice date, this account shall bear interest at the rate of 2% a month for the first 90 days and theafer shall bear interest at the rate of 3.75% a month. If collection is necessary, buyer agrees to pay reasonable attorney's fees.

Invoice # 0544



PO Box 9525
 Colorado Springs, CO 80932
 Phone: (719)352-8489

Date:	01/10/25
Truck #	BM 47
Job #	

LOCATION AND DESCRIPTION	Time		Hours
	START	STOP	
Bill To: MILLEY PIPELINE LLC	7:00	4:30	9.5
From: 16. W WITHE	START	STOP	
To: Stoch yard Rd			
Material: dirt			

LOAD TIME	TICKET #	WEIGHT

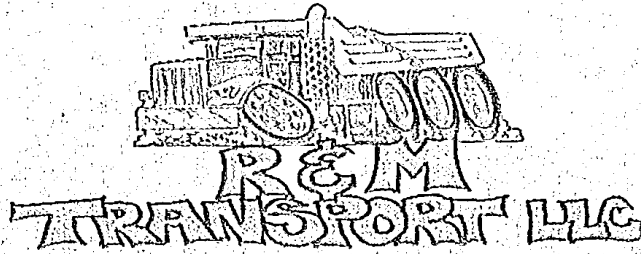
LOAD TIME	TICKET #	WEIGHT

RATE:
 LOAD CT:
 TOTAL TON:
 TOTAL HOUR:
 AMOUNT DUE:

AUTHORIZED SIGNATURE C.B. Murray
 OPERATOR C.B. Murray WAD (OK) MUM

If not paid within thirty day from invoice date, this account shall bear interest at the rate of 2% a month for the first 90 days and thereafter shall bear interest at the rate of 3.75% a month. If collection is necessary, buyer agrees to pay reasonable attorney's fees.

Invoice # 0538



PO Box 9525
 Colorado Springs, CO 80932
 Phone: (719)352-8489

Date: 01/13/25
Truck # BM145
Job #

LOCATION AND DESCRIPTION	Time		Hours
	START	STOP	
Bill To: MILLEX PIPELINE LLC	7:00	3:00	8
From: 16 W WILHE			
To: STOVCH YARD	START	STOP	
Material: Cid			

LOAD TIME	TICKET #	WEIGHT
HHH	111	

LOAD TIME	TICKET #	WEIGHT

RATE:
LOAD CT:
TOTAL TON:
TOTAL HOUR:
AMOUNT DUE:

AUTHORIZED SIGNATURE *[Signature]*

OPERATOR JUAN CARLOS MORALES

If not paid within thirty day from invoice date, this account shall bear interest at the rate of 2% a month for the first 90 days and thereafter shall bear interest at the rate of 3.75% a month. If collection is necessary, buyer agrees to pay reasonable attorney's fees.



Rm 525

PO Box 9525
 Colorado Springs, CO 80932
 Phone: (719)352-8489

Date:	<i>1-9-25</i>
Truck #	<i>Rm 525</i>
Job #	

LOCATION AND DESCRIPTION	Time		Hours
	START	STOP	
Bill To: <i>Miller Dilling</i>	<i>7:00</i>	<i>2:00</i>	<i>8</i>
From: <i>Dirt Pile Pueblo Airport</i>			
To: <i>Processing Plant</i>	START	STOP	
Material: <i>Dirt</i>			

LOAD TIME	TICKET #	WEIGHT
<i>Dirt</i>	<i>Dirt</i>	

LOAD TIME	TICKET #	WEIGHT

RATE:
 LOAD CT:
 TOTAL TON:
 TOTAL HOUR:
 AMOUNT DUE:

AUTHORIZED SIGNATURE _____

[Signature]

OPERATOR _____

If not paid within thirty day from invoice date, this account shall bear interest at the rate of 2% a month for the first 90 days and thereafter shall bear interest at the rate of 3.75% a month. If collection is necessary, buyer agrees to pay reasonable attorney's fees.



RMSOS

PO Box 9525
 Colorado Springs, CO 80932
 Phone: (719)352-8489

Date: 9/10/25
Truck # RMSOS
Job #

LOCATION AND DESCRIPTION	Time		Hours
	START	STOP	
Bill To: <i>NEW DIRT</i>	700	530	8.5
From: <i>DuBo Airport</i>			
To:	START	STOP	
Material: <i>Dirt</i>			

LOAD TIME	TICKET #	WEIGHT
<i>Dirt</i>	1111111111	111

LOAD TIME	TICKET #	WEIGHT

RATE:
 LOAD CT:
 TOTAL TON:
 TOTAL HOUR:
 AMOUNT DUE:

AUTHORIZED SIGNATURE *Jose Harris*
 OPERATOR _____

If not paid within thirty day from invoice date, this account shall bear interest at the rate of 2% a month for the first 90 days and thereafter shall bear interest at the rate of 3.75% a month. If collection is necessary, buyer agrees to pay reasonable attorney's fees.

INVOICE

Era Environmental, Inc
 PO Box 8492
 Pueblo, CO 81008

era@eraenvironmental.com
 +1 (719) 924-0519
 www.eraenvironmental.com



Bill to
 Miller Pipeline, LLC
 421 E. Industrial Blvd.
 Pueblo West, CO 81007

Ship to
 Miller Pipeline, LLC
 421 E. Industrial Blvd.
 Pueblo West, CO 81007

Invoice details

Project:: City of Pueblo restoration SSR

Invoice no.: 3270
 Terms: Net 30
 Invoice date: 03/04/2025
 Due date: 04/03/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Seeding/Restoration	Mobilization for seeding/restoration	1	\$1,200.00	\$1,200.00
2.		Soil Conditioning	Soil condition without amendments	3	\$270.00	\$810.00
3.		Drill Seeding and Straw Mulching	drill seed and crimped straw mulch applied per acre	3	\$2,400.00	\$7,200.00

Total \$9,210.00

Ways to pay



Note to customer

Please make all checks payable to:
 Era Environmental





INVOICE

1 OAK Paving & Sealing LLC.
716 E Thistle Drive, Pueblo West CO, 81007
7193344328

Invoice#: 204
Date: Jan 13, 2025
PO#: 25090-1

To:

Miller Pipeline
421 E Industrial Blvd, Pueblo West Co, 81007
Clint.eaks@millerpipeline.com
7192528840

Item	DESCRIPTION	QTY.	PRICE	TOTAL
1	week of 1/6-1/10/2025 truck 001	33.5	\$90.00	\$3,015.00
2	week of 1/6-1/10/2025 truck 002	31	\$90.00	\$2,790.00

SUBTOTAL \$5,805.00

TAX \$0.00

TOTAL \$5,805.00

Thank you for your business!

1OAK Paving			
Job Number 25090-1		Tandem \$90 per hour	
week of 1/6-1/10/2025	Hr	TRUCK 001	
mon 6	9	\$	90.00
tues 7	0	\$	90.00
wed 8	7	\$	90.00
thurs 9	8.5	\$	90.00
Friday 10	9	\$	90.00
Week Total	33.5		\$3,015.00
Week of 1/6-1/10/2025		TRUCK 002	
Mon 6	9	\$	90.00
Tues 7	0	\$	90.00
wed 8	5	\$	90.00
Thurs 9	8	\$	90.00
Fri 10	9	\$	90.00
Total	31		\$2,790.00



1804 W PUEBLO BLVD
 PUEBLO, CO 81008
 PHONE: (719)544-0088 FAX: (719)544-0207

MILLER PIPELINE LLC - MTN REGION
 421 E INDUSTRIAL BLVD
 PUEBLO WEST, CO 81007

Sales Invoice
Invoice B6413501

ACCT#: 50444
 INVOICE DATE: 01/16/2025
 INVOICE AMOUNT: \$4,949.60

PO #: 25690/01
 ORDERED BY: CLINT EAKS
 719 252 8840

JOBSITE INFO: SHOP
 SHOP
 421 E INDUSTRIAL BLVD
 PUEBLO WEST, CO, 81007

CONTACT NAME: JASON HAGERMAN
 CONTACT PHONE: 719-252-8841
 DELIVERED VIA: WILL CALL
 JOBSITE COUNTY: PUEBLO CO

SALES REP: BRYAN GASPERETTI(W-1-609)
 WRITTEN BY: JORDAN CHAVEZ

QTY DESCRIPTION		TOTALS
Sales Items		
1	ID NO: 508552 SERIAL NO: 20230327CI TRACK OUT MAT - 7'X12' - MAT 7X12	2,300.00
1	ID NO: 513840 SERIAL NO: 20230927A TRACK OUT MAT - 7'X12' - MAT 7X12	2,300.00
	COLORADO STATE TAX	133.40
	PUEBLO CITY TAX	170.20
	PUEBLO COUNTY TAX	46.00

Please Remit Payment To:
Wagner Rents, PO Box 919000
Denver, CO 80291-9000

Invoice Total: 4,949.60

If you're not completely satisfied, please call 1-833-954-3116 or email us at customerexperience@wagnerequipment.com

TERMS: Payment is due within 30 days of date of invoice. A monthly finance charge of 1.5% will accrue on all amounts unpaid after 30 days, resulting in an annual finance charge of 18%. When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.

CUSTOMER SIGNATURE _____ DATE _____ PRINTED NAME _____ DELIVERED BY _____ DATE _____

AURORA, CO - ALBUQUERQUE, NM - BLOOMFIELD, NM - CARBONDALE, CO - CARLSBAD, NM - COMM. CITY, CO - DURANGO, CO - EL PASO, TX - FORT COLLINS, CO
 GRAND JUNCTION, CO - GYPSUM, CO - HOBBS, NM - LAS CRUCES, NM - PUEBLO, CO - SILVERTHORNE, CO - STEAMBOAT SPRINGS, CO - WINDSOR, CO
www.wagner-rents.com



INVOICE

1 OAK Paving & Sealing LLC.
716 E Thistle Drive, Pueblo West CO, 81007
7193344328

Invoice#: 206
Date: Jan 18, 2025
PO#: 25090-1

Item	DESCRIPTION	QTY.	PRICE	TOTAL
1	Week of 1/13-1/17/2025 truck 001	28.5	\$90.00	\$2,565.00
2	week of 1/13-1/17/2025 truck 002	19	\$90.00	\$1,710.00

SUBTOTAL \$4,275.00

TAX \$0.00

TOTAL \$4,275.00

Thank you for your business!

1OAK Paving			
Job Number 25090-1		Tandem \$90 per hour	
Week Of 1/13-1/17/2025	Hr	TRUCK 001	
mon 13	8.75	\$	90.00
tues 14	7.5	\$	90.00
wed 15	0	\$	90.00
thurs 16	4	\$	90.00
Friday 17	8	\$	90.00
Week Total	28.25		\$2,542.50
Week Of 1/13-1/17/2025		TRUCK 002	
Mon 13	0	\$	90.00
Tues 14	6	\$	90.00
wed 15	0	\$	90.00
Thurs 16	5	\$	90.00
Fri 17	8	\$	90.00
Week Total	19		\$1,710.00



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # W269395
 Invoice Date 1/24/25
 Account # 102504
 Sales Rep STEVE LEMKE
 Phone # 719-566-0802
 Branch #220 Pueblo, CO
 Total Amount Due \$3,519.72

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST LOUIS, MO 63146

MILLER PIPELINE, LLC
 421 E INDUSTRIAL BLVD
 PUEBLO CO 81007-1415

Shipped To:
 CUSTOMER PICK-UP

CUSTOMER JOB- 25090 PUEBLO AIRPORT AIRPORT EMERG

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
1/09/25	1/23/25	25090-01	PUEBLO AIRPORT	25090		WILL CALL	W269395

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
21I14S115T	14 MJ L/P SLV C153 IMP	2	2		653.88000	EA	1,307.76
21IAMF814TDWE14	14 TUFGRIP DW TDWE-14 L/A (I) EPOXY 670610602325 IMPORT	8	8		218.45000	EA	1,747.60
21AM14PMLCB	14" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X5" B&N	4	4		83.06000	EA	332.24

Freight Delivery Handling Restock Misc

Terms: NET 30
 Ordered By: CLINT

Subtotal: 3,387.60
 Other: .00
 Tax: 132.12
Invoice Total: \$3,519.72

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
 To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>



INVOICE

Invoice#: 207
Date: Jan 24, 2025
PO#: 25090-1

1 OAK Paving & Sealing LLC.
716 E Thistle Drive, Pueblo West CO, 81007
7193344328

To:

Miller Pipeline
421 E Industrial Blvd, Pueblo West Co, 81007
Clint.eaks@millerpipeline.com
7192528840

Item	DESCRIPTION	QTY.	PRICE	TOTAL
1	Truck 001	21	\$90.00	\$1,890.00
2	Truck002	13.25	\$90.00	\$1,192.50

SUBTOTAL \$3,082.50

TAX \$0.00

TOTAL \$3,082.50

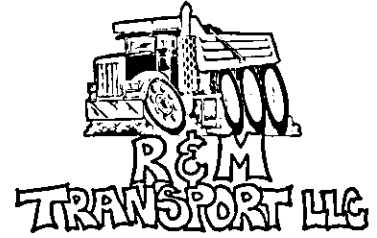
Thank you for your business!

1OAK Paving			
Job Number 25090-1		Tandem \$90 per hour	
Week Of 1/20-1/24/2025		TRUCK 001	
mon 20		\$	90.00
tues 21		\$	90.00
wed 22	8.25	\$	90.00
thurs 23	8	\$	90.00
Friday 24	5	\$	90.00
Week Total	21.25		\$1,912.50
Week Of 1/20-1/24/2025		TRUCK 002	
mon 20		\$	90.00
Tues 21		\$	90.00
wed 22	8	\$	90.00
Thurs 23	5.25	\$	90.00
Fri 24		\$	90.00
Week Total	13.25		\$1,192.50
week of 1/13-1/17/2025			
Mon 16	0	\$	90.00
Tue 17	0	\$	90.00
Wed 18	0	\$	90.00
Thur 19	0	\$	90.00
Fri 20	0	\$	90.00
Total	0		\$ -
See next sheet			

INVOICE

R&M Transport LLC
 1890 S Franceville Coal Mine Rd
 Colorado Springs, CO 80929-8905

r_mtransport@outlook.com
 +1 (719) 352-8489



Bill to
 Jill M
 Miller Pipeline, LLC
 421 Industrial Blvd.
 Pueblo West, CO 81007

Ship to
 Jill M
 Miller Pipeline, LLC
 421 Industrial Blvd.
 Pueblo West, CO 81007

Invoice details

Project Number: Pueblo Airport 25090-01

Invoice no.: 12196
 Terms: Net 30
 Invoice date: 02/17/2025
 Due date: 03/19/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	02/04/2025	End Dump	Import 4 Loads of Class 6 Ticket #1377	7.75	\$120.00	\$930.00
2.	02/04/2025	End Dump	Import 1 Loads of Class 6 Ticket #0150	4	\$120.00	\$480.00
3.	02/05/2025	End Dump	Import 4 Loads of Class 6 Ticket #10665	10.5	\$120.00	\$1,260.00
Total						\$2,670.00

DORADOS TRANSPORT, LLC

#10665

3247 TAIL SPIN DRIVE • COLORADO SPRINGS, CO 80916 • (719) 453-8842

BILL TO: Miller Pipeline DATE: 7/5/2025

HAULER: Dorados Transport TYPE TRUCK: Flat Bed
 TRUCK # 19 TRLR # _____ DRIVER: Rafael

LOCATION AND DESCRIPTION	TIME START	TIME STOP	TOTAL LOADS	TOTAL HOURS
FROM <u>Denrose</u> TO <u>Pueblo Co.</u> TYPE OF MATERIAL <u>Road Base</u>	<u>6:00</u> <u>am</u>	<u>4:30</u> <u>pm</u>	<u>4</u>	

LOAD TIME	TICKET #	NET WEIGHT	COMMENTS
	<u>35073531</u>	<u>25.21</u>	
	<u>35073543</u>	<u>24.68</u>	
	<u>35073552</u>	<u>24.41</u>	
	<u>35073562</u>	<u>24.79</u>	

	RATE	
_____ HRS. @ _____	\$ _____	TOTAL \$ _____
_____ TON @ _____	\$ _____	
_____ LD. @ _____	\$ _____	

SIGNATURE



RNM 050

Invoice # 1377

PO Box 9525
 Colorado Springs, CO 80932
 Phone: (719)352-8489

ORDER # 478102

Date: 2-4-25
Truck # RNM53
Job # 25090-01

LOCATION AND DESCRIPTION	Time		Hours
	START	STOP	
Bill To: Miller Miller #26	7 AM	2:45 PM	7.45 Hrs
From: Pinrose Pit Florence			
To: 10 William White Blvd	START	STOP	
Material: Road Base			

LOAD TIME	TICKET #	WEIGHT
7:28 AM	35073514	20.45
9:15	35073516	21.80
11:42	35073519	20.59
1:33 PM	35073521	20.49

LOAD TIME	TICKET #	WEIGHT

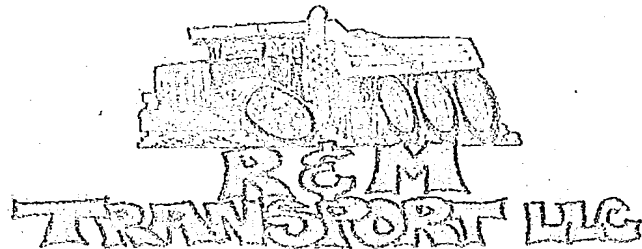
RATE:
LOAD CT:
TOTAL TON:
TOTAL HOUR:
AMOUNT DUE:

AUTHORIZED SIGNATURE M. White

OPERATOR _____

If not paid within thirty day from invoice date, this account shall bear interest at the rate of 2% a month for the first 90 days and thereafter shall bear interest at the rate of 3.75% a month. If collection is necessary, buyer agrees to pay reasonable attorney's fees.

Invoice # 0150



PO Box 9525
 Colorado Springs, CO 80932
 Phone: (719)352-8489

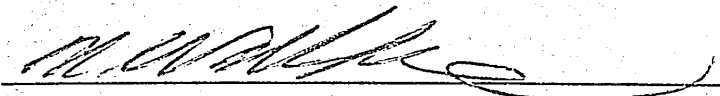
Date:	02/04/25
Truck #	BMI45
Job #	25090-01

LOCATION AND DESCRIPTION	Time		Hours
	START	STOP	
Bill To: <u>Miley Pipping LLC</u>	1:30	5:30	4
From: <u>Maxim Marcicita Park</u>			
To: <u>William White Blvd</u>	START	STOP	
Material: <u>CAS #6</u>			

LOAD TIME	TICKET #	WEIGHT
35-03		
35-03		
15-03	3507352	22.52

LOAD TIME	TICKET #	WEIGHT

RATE:
LOAD CT:
TOTAL TON:
TOTAL HOUR:
AMOUNT DUE:

AUTHORIZED SIGNATURE 

OPERATOR JUAN CARLOS MOYLLIG

If not paid within thirty day from invoice date, this account shall bear interest at the rate of 2% a month for the first 90 days and thereafter shall bear interest at the rate of 3.75% a month. If collection is necessary, buyer agrees to pay reasonable attorney's fees.



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # W312403
 Invoice Date 1/20/25
 Account # 102504
 Sales Rep STEVE LEMKE
 Phone # 719-566-0802
 Branch #220 Pueblo, CO
 Total Amount Due \$2,227.01

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST LOUIS, MO 63146

Shipped To:
 CUSTOMER PICK-UP

MILLER PIPELINE, LLC
 421 E INDUSTRIAL BLVD
 PUEBLO CO 81007-1415

CUSTOMER JOB- 25090 PUEBLO AIRPORT AIRPORT EMERG

 Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
1/17/25	1/17/25	25090-01	PUEBLO AIRPORT	25090		WILL CALL	W312403

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
21AM14PMLCB	14" COR-BLUE MEGALUG ACC KIT L/GLAND-W/3/4"X5" B&N	4	4		83.06000	EA	332.24
21I14S115E	14 MJ L/P SLV C153 EPXY IMP	2	2		905.59000	EA	1,811.18

Freight Delivery Handling Restock Misc

Terms: NET 30
 Ordered By: CLINT

Subtotal: 2,143.42
 Other: .00
 Tax: 83.59
 Invoice Total: \$2,227.01

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
 To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>



P.O. Box 30013
 Raleigh, NC 27622-0013
 Visit eRocks™ at www.martinmarietta.com

SPECIAL

Page 1 of 1

FOR BILLING QUESTIONS PLEASE CALL
 720-245-6400

JOB NAME: AGG VARIOUS

SOLD TO:

MILLER PIPELINE LLC
 421 E INDUSTRIAL BLVD
 PUEBLO CO 81007-0000

SHIP TO:

MILLER PIPELINE LLC
 1481 State Highway 120
 Florence CO 81226 US

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
22598641 SO	25090	478102	60018259	68	16466	Penrose Sand and Gravel	639129	2/05/25	44963306	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
02/04/25	4618	CLASS 6 ROAD BASE								
		35073514	22.55	TN	12.50	281.88				281.88
		35073516	24.03	TN	12.50	300.38				300.38
		35073519	22.70	TN	12.50	283.75				283.75
		35073521	22.59	TN	12.50	282.38				282.38
		35073522	24.82	TN	12.50	310.25				310.25
		SUBTOTAL	116.69			1,458.64				1,458.64
		TOTAL	116.69			1,458.64				1,458.64
						TAX RATE	5.4 %	TAX AMOUNT	78.76	
								INVOICE TOTAL	\$1,537.40	

DETACH and Include this Return Portion with Payment



REMIT TO:

MARTIN MARIETTA MATERIALS
 PO BOX 677061
 Dallas TX 75267-7061

CUSTOMER NUMBER: 639129 MILLER PIPELINE LLC
 INVOICE NUMBER: 44963306

PAYMENT DUE \$1,537.40

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT



RENTAL RETURN INVOICE

243274326-001

BRANCH 025
221 SANTA FE DRIVE
PUEBLO CO 81006-1140
719-543-7426

Job Site

AIRPORT EMERGENCY
50 WILLIAM WHITE BLVD
PUEBLO CO 81001-4856

Office: 719-547-0242

Customer # : 1237435
Invoice Date : 01/27/25
Rental Out : 01/13/25 11:10 AM
Rental In : 01/27/25 11:33 AM
UR Job Loc : 50 WILLIAM WHITE BLV
UR Job # : 681
Customer Job ID:
P.O. # : 25090-01
Ordered By : JASON HAGERMAN
Reserved By : CLAIR BIRRER
Salesperson : JESSICA WILLCOX

MILLER PIPELINE MOUNTAIN REGIO
421 E INDUSTRIAL BLVD
PUEBLO WEST CO 81007-1415

Invoice Amount: \$1,502.01

Terms: Net 60 Days
Payment options: Contact our credit office 704-967-4554
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11459421	SKID STEER TRACK LOADER 3400# AND OVER Make: TAKEUCHI Model: TL12V2-CR Serial: 412005547 Meter out: 2101.10 Meter in: 2126.40	278.00	93.00	648.00	2,593.00	1,296.00

Rental Subtotal: 1,296.00

SALES/MISCELLANEOUS ITEMS:

Qty	Item	Price	Unit of Measure	Extended Amt.
1	SMM FEE	[SMM/MCI] 25.920	EACH	25.92
10	DIESEL FUEL	[DSL/MCI] 7.400	EACH	74.00
Sales/Misc Subtotal:				99.92
Agreement Subtotal:				1,321.92
Fuel:				74.00
Tax:				106.09
Total:				1,502.01

COMMENTS/NOTES:

CONTACT: GB MCHENRY
CELL#: 719-252-7227

REGULAR BUSINESS HOURS: MONDAY THROUGH FRIDAY 7:00AM TO 5:00PM.

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



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SPECIAL

Page 1 of 1

FOR BILLING QUESTIONS PLEASE CALL
 720-245-6400

JOB NAME: AGG VARIOUS

SOLD TO:

MILLER PIPELINE LLC
 421 E INDUSTRIAL BLVD
 PUEBLO CO 81007-0000

SHIP TO:

MILLER PIPELINE LLC
 37400 Highway 96 East
 Pueblo CO 81006 US

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
22498842 SO	25090-01		60018259	68	16314	Rich Sand & Gravel	639129	1/07/25	44783849	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
01/06/25	4518	57/67 WASHED ROCK								
		29040792	13.00	TN	26.00	338.00				338.00
		29040795	13.34	TN	26.00	346.84				346.84
		29040805	13.30	TN	26.00	345.80				345.80
		29040807	13.40	TN	26.00	348.40				348.40
		SUBTOTAL	53.04			1,379.04				1,379.04
		TOTAL	53.04			1,379.04				1,379.04
						TAX RATE	3.9 %	TAX AMOUNT	53.79	
								INVOICE TOTAL		\$1,432.83

DETACH and Include this Return Portion with Payment



REMIT TO:

MARTIN MARIETTA MATERIALS
 PO BOX 677061
 Dallas TX 75267-7061

CUSTOMER NUMBER: 639129 MILLER PIPELINE LLC
 INVOICE NUMBER: 44783849

PAYMENT DUE \$1,432.83

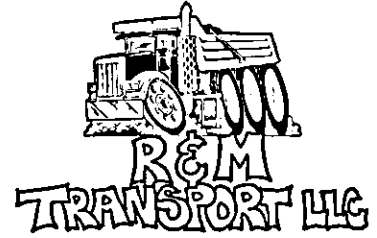
Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

INVOICE

R&M Transport LLC
1890 S Franceville Coal Mine Rd
Colorado Springs, CO 80929-8905

r_mtransport@outlook.com
+1 (719) 352-8489



Bill to
Jill M
Miller Pipeline, LLC
421 Industrial Blvd.
Pueblo West, CO 81007

Ship to
Jill M
Miller Pipeline, LLC
421 Industrial Blvd.
Pueblo West, CO 81007

Invoice details

Project Number: Pueblo Airport 25090-01

Invoice no.: 12185
Terms: Net 30
Invoice date: 01/26/2025
Due date: 02/25/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.	01/22/2025	Tandem Trucking	Export 14 Loads of Dirt Ticket #10311	8	\$95.00	\$760.00
2.	01/22/2025	Tandem Trucking	Export 9 Loads of Dirt Ticket #0312	7	\$95.00	\$665.00
					Total	\$1,425.00

DORADOS TRANSPORT, LLC

#10311

3247 TAIL SPIN DRIVE • COLORADO SPRINGS, CO 80916 • (719) 453-8842

BILL TO: Miller Pipeline DATE: 1/22/2025

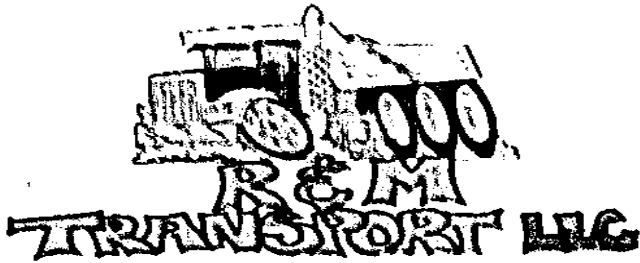
HAULER: Dorados Transport TYPE TRUCK: TD
 TRUCK # 13 TRLR # _____ DRIVER: Rataci

LOCATION AND DESCRIPTION		START TIME	STOP	TOTAL LOADS	TOTAL HOURS
FROM <u>William White Blvd.</u>		<u>8:00</u>	<u>4</u>	<u>14</u>	<u>8</u>
TO <u>R12-1564 STOCKYARD RD</u>		<u>am</u>	<u>pm</u>		<u>hrs</u>
TYPE OF MATERIAL <u>Dirt</u>					<u>1</u>

LOAD TIME	TICKET #	NET WEIGHT	COMMENTS
	 		
RATE _____ HRS. @ _____ \$ _____ _____ TON @ _____ \$ _____ _____ LD. @ _____ \$ _____			TOTAL
			\$ _____

AUTHORIZED SIGNATURE Paul M

Invoice # 0312



PO Box 9525
 Colorado Springs, CO 80932
 Phone: (719)352-8489

Date: 1-22-25
 Truck # 47
 Job # 25095-04

LOCATION AND DESCRIPTION	Time		Hours
	START	STOP	
Bill To: <u>MILNER PIPELINE</u>	8:00	3:00	7
From:			
To: <u>SEWER PLANT</u>	START	STOP	
Material: <u>EXPORT</u>			

LOAD TIME	TICKET #	WEIGHT
8:03		
8:42		
9:19		
10:20		
10:35		
11:13		
11:55		
1:03		
2:00		

LOAD TIME	TICKET #	WEIGHT

RATE:
 LOAD CT:
 TOTAL TON:
 TOTAL HOUR:
 AMOUNT DUE:

AUTHORIZED SIGNATURE _____

OPERATOR _____

If not paid within thirty day from invoice date, this account shall bear interest at the rate of 2% a month for the first 90 days and thereafter shall bear interest at the rate of 3.75% a month. If collection is necessary, buyer agrees to pay reasonable attorney's fees.



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SPECIAL

Page 1 of 1

FOR BILLING QUESTIONS PLEASE CALL
 720-245-6400

JOB NAME: AGG VARIOUS

SOLD TO:

MILLER PIPELINE LLC
 421 E INDUSTRIAL BLVD
 PUEBLO CO 81007-0000

SHIP TO:

MILLER PIPELINE LLC
 1481 State Highway 120
 Florence CO 81226 US

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
22605059 SO	25090-01	478656	60018259	68	16466	Penrose Sand and Gravel	639129	2/06/25	44980212	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
02/05/25	4618	CLASS 6 ROAD BASE								
		35073531	25.21	TN	12.50	315.13				315.13
		35073543	24.68	TN	12.50	308.50				308.50
		35073558	24.41	TN	12.50	305.13				305.13
		35073568	24.79	TN	12.50	309.88				309.88
		SUBTOTAL	99.09			1,238.64				1,238.64
		TOTAL	99.09			1,238.64				1,238.64
					TAX RATE		5.4 %	TAX AMOUNT	66.89	
								INVOICE TOTAL		\$1,305.53

DETACH and Include this Return Portion with Payment



REMIT TO:

MARTIN MARIETTA MATERIALS
 PO BOX 677061
 Dallas TX 75267-7061

CUSTOMER NUMBER: 639129 MILLER PIPELINE LLC
 INVOICE NUMBER: 44980212

PAYMENT DUE \$1,305.53

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT



P.O. Box 17620
Denver, CO 80217-0620

INVOICE

INVOICE NUMBER: C8764601
Invoice Date: 01-28-25

Due Upon Receipt	\$809.38
-------------------------	-----------------

Sold To:

MILLER PIPELINE LLC - MTN RE
421 E INDUSTRIAL BLVD
PUEBLO WEST CO 81007

Make	AA	Model	CB/48
Serial #	MHC12615		
Equipment #	01-08-25		
Machine ID #	486428	Meter Reading	.00
Ship VIA	WILL CALL		
Ship Date	01/08/2025		
Ship To:	SHOP 421 E INDUSTRIAL BLVD PUEBLO WEST, CO, 81007		

TO VIEW & PAY ONLINE GO TO	WAGNEREQUIPMENT.BILLTRUST.COM	ENROLLMENT TOKEN	GTV BFL Tfv					
Customer #	PO #	Agreement #	CM	INV. SEQ. NO.	Salesman	Division	Store	Terms
50444	25090-01	C87646	10	067983	376	G	03	2

Quantity	Item	Description	Unit Price	Extension
----------	------	-------------	------------	-----------

CUSTOMER CONTACT: JASON HAGERMAN				
EQUIPMENT RENTAL FROM 01/08/25 THRU 02/05/25				
1.0	ID NO: 486428	SERIAL NO: 0MHC12615		779.00
1.0	BUCKET - EXCAVATOR - CB/48" - CB/48			
	ENVIRONMENT FEE			
	COLORADO STATE TAX			22.59
	PUEBLO COUNTY TAX			7.79

If you're not completely satisfied please call 1-833-954-3116 or email us at customerexperience@wagnerequipment.com
 Go Paperless. Receive statements and invoices online 24/7. Register at www.wagnerequipment.com/gopaperless

REMIT TO:
Wagner Equipment Co.
PO Box 919000
Denver, CO 80291-9000

TOTAL	Page 1 of 1	PLEASE PAY THIS AMOUNT	\$809.38
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Cash customer - Payment due on date of invoice. Payment in full due upon receipt of invoice. Payments not received by the last day of the month following purchase, are subject to a finance charge of 1.5% per month on the past due amount. When you provide a check as payment, you authorize Wagner Equipment to either use the information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction

Wagner Equipment Co. hires EEO/AA/Minorities/Women/Disabled Veterans

It is Wagner's goal to safeguard and protect against fraud. Please do not change payment instructions without verbally confirming the change with a representative of Wagner Equipment Co. Following Wagner's payment instructions can help ensure payments are safely received. When in doubt please call Wagner Equipment Co. at 1-877-654-1237 and ask for the Credit Department.

Aurora, CO. 18000 Smith Rd., 80011 303-739-3000 * 877-654-1237				www.wagnerequipment.com				Albuquerque, NM. 700 Wagner Court, SE, 87105 505-345-8411 * 800-432-6612			
Burlington, CO 719-346-7880 844-378-7843	Colo. Spgs., CO 719-635-1669 877-654-1237	Durango, CO 970-259-2001 877-654-1237	Bloomfield, NM 505-634-4500 800-468-5081	Grand Jct., CO 970-242-2834 877-654-1237	Hayden, CO 970-276-3781 877-654-1237	Hobbs, NM 575-393-2148 800-821-6082	Pueblo, CO 719-544-4433 877-654-1237	Windsor, CO 970-278-1750 877-654-1237			



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 Raleigh, NC 27622-0013
 Visit eRocks™ at www.martinmarietta.com

SPECIAL

Page 1 of 1

FOR BILLING QUESTIONS PLEASE CALL
 720-245-6400

JOB NAME: AGG VARIOUS

SOLD TO:

MILLER PIPELINE LLC
 421 E INDUSTRIAL BLVD
 PUEBLO CO 81007-0000

SHIP TO:

MILLER PIPELINE LLC
 37400 Highway 96 East
 Pueblo CO 81006 US

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
22534047 SO	25090-01	472976	60018259	68	16314	Rich Sand & Gravel	639129	1/17/25	44847227	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
01/16/25	4518	57/67 WASHED ROCK								
		29040915	14.10	TN	26.00	366.60				366.60
		29040917	12.30	TN	26.00	319.80				319.80
		SUBTOTAL	26.40			686.40				686.40
		TOTAL	26.40			686.40				686.40
						TAX RATE	3.9 %	TAX AMOUNT	26.77	
								INVOICE TOTAL	\$713.17	

DETACH and Include this Return Portion with Payment



REMIT TO:

MARTIN MARIETTA MATERIALS
 PO BOX 677061
 Dallas TX 75267-7061

CUSTOMER NUMBER: 639129 MILLER PIPELINE LLC
 INVOICE NUMBER: 44847227

PAYMENT DUE \$713.17

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

WeedMowing
Rock Socks
Erosion Material

statement

Date: 1/9/2025
 Invoice # 25090-01

COMMENTS: THANK YOU FOR YOUR BUSINESS!!

BILL Miller Pipeline
 TO

Customer ID: N/A

Service Date	Description	Balance	Amount		
1/9/2025	Production and delivery of Rock Socks for: <ul style="list-style-type: none"> Job# 25090-01 50- 2' @ \$10 10' delivered @\$1 per foot 		\$500.00 \$100.00		
Current	1-30 Days Past Due	31-60 Days Past Due	61-90 Days Past Due	Over 90 Days Past Due	Amount Due
					\$600.00

Remittance	
Statement #	24570-02
Amount Due	\$600.00
Amount Enclosed	

Mail Payment to:

Susan Eaks
1044 W Wild Wind Place
Pueblo West, Co 81007



P.O. Box 30013
 Raleigh, NC 27622-0013
 Visit eRocks™ at www.martinmarietta.com

SPECIAL

Page 1 of 1

FOR BILLING QUESTIONS PLEASE CALL
 720-245-6400

JOB NAME: AGG VARIOUS

SOLD TO:

MILLER PIPELINE LLC
 421 E INDUSTRIAL BLVD
 PUEBLO CO 81007-0000

SHIP TO:

MILLER PIPELINE LLC
 1481 State Highway 120
 Florence CO 81226 US

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
22523249 SO	24090-01	471977	60018259	68	16466	Penrose Sand and Gravel	639129	1/15/25	44824961	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
01/14/25	4618	CLASS 6 ROAD BASE 35073310	23.95	TN	12.50	299.38				299.38
		SUBTOTAL	23.95			299.38				299.38
		TOTAL	23.95			299.38				299.38
						TAX RATE	5.4 %	TAX AMOUNT	16.17	
								INVOICE TOTAL	\$315.55	

DETACH and Include this Return Portion with Payment



CUSTOMER NUMBER: 639129 MILLER PIPELINE LLC
INVOICE NUMBER: 44824961

REMIT TO:

MARTIN MARIETTA MATERIALS
 PO BOX 677061
 Dallas TX 75267-7061

PAYMENT DUE \$315.55

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # W341947
 Invoice Date 1/27/25
 Account # 102504
 Sales Rep STEVE LEMKE
 Phone # 719-566-0802
 Branch #220 Pueblo, CO
 Total Amount Due \$226.30

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST LOUIS, MO 63146

MILLER PIPELINE, LLC
 421 E INDUSTRIAL BLVD
 PUEBLO CO 81007-1415

Shipped To:
 CUSTOMER PICK-UP

CUSTOMER JOB- 25090 PUEBLO AIRPORT

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
1/23/25	1/24/25	24090-01	PUEBLO AIRPORT	25090		WILL CALL	W341947

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
21AMF714MLA	14 MEGALUG ACC KIT L/GLAND	4	4		54.45000	EA	217.80

Freight Delivery Handling Restock Misc

Terms: NET 30
 Ordered By: GB

Subtotal: 217.80
 Other: .00
 Tax: 8.50
 Invoice Total: \$226.30

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
 To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>



RENTAL RETURN INVOICE

243683250-001

BRANCH 025
221 SANTA FE DRIVE
PUEBLO CO 81006-1140
719-543-7426

Job Site

AIRPORT EMERGENCY
50 WILLIAM WHITE BLVD
PUEBLO CO 81001-4856

Office: 719-547-0242

Customer # : 1237435
Invoice Date : 01/24/25
Rental Out : 01/23/25 03:00 PM
Rental In : 01/24/25 07:54 AM
UR Job Loc : 50 WILLIAM WHITE BLV
UR Job # : 681
Customer Job ID:
P.O. # : 24090-01
Ordered By : JASON HAGERMAN
Reserved By : CLAIR BIRRER
Salesperson : JESSICA WILLCOX

MILLER PIPELINE MOUNTAIN REGIO
421 E INDUSTRIAL BLVD
PUEBLO WEST CO 81007-1415

Invoice Amount: \$218.79

Terms: Net 60 Days
Payment options: Contact our credit office 704-967-4554
REMIT TO: UNITED RENTALS (NORTH AMERICA),INC.
PO BOX 100711
ATLANTA GA 30384-0711

RENTAL ITEMS:

Qty	Equipment	Description	Minimum	Day	Week	4 Week	Amount
1	11101856	MINI EXCAVATOR 7400-9199# Make: BOBCAT Model: E35I Serial: B3Y217537 Meter out: 1204.10 Meter in: 1215.80	172.00	57.00	401.00	1,603.00	172.00
						Meter chg:	26.36
1	907/0545	MINI EXCAVATOR BUCKET 24"	1.00	1.00	1.00	1.00	1.00
						Rental Subtotal:	199.36
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price	Unit of Measure			Extended Amt.
1	SMM FEE	[SMM/MCI]	3.967	EACH			3.97
						Sales/Misc Subtotal:	3.97
						Agreement Subtotal:	203.33
						Tax:	15.46
						Total:	218.79

COMMENTS/NOTES:

CONTACT: GB MCHENRY
CELL#: 719-252-7227

REGULAR BUSINESS HOURS: MONDAY THROUGH FRIDAY 7:00AM TO 5:00PM.

Effective February 1, 2024 and where permitted by law, United Rentals may impose a surcharge of 2.0% for credit card payments on charge accounts. This surcharge is not greater than our merchant discount rate for credit card transactions and is subject to sales tax.

NOTICE: This invoice is subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



DUPLICATE
INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # W254787
 Invoice Date 1/08/25
 Account # 102504
 Sales Rep STEVE LEMKE
 Phone # 719-566-0802
 Branch #220 Pueblo, CO
 Total Amount Due \$187.43

Remit To:
 CORE & MAIN LP
 PO BOX 28330
 ST LOUIS, MO 63146

MILLER PIPELINE, LLC
 421 E INDUSTRIAL BLVD
 PUEBLO CO 81007-1415

Shipped To:
 CUSTOMER PICK-UP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
1/07/25	1/07/25	25090-01				WILL CALL	W254787

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
96PW3736Z	37X220 POLYWRAP CLR 16-18 DIP 8MIL PERF 22' PER FOOT	220	220		.82000 FT		180.40

Freight Delivery Handling Restock Misc

Terms: NET 30
 Ordered By: GB

Subtotal: 180.40
 Other: .00
 Tax: 7.03
Invoice Total: \$187.43

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
 To review these terms and conditions, please visit: <https://coreandmain.com/terms-of-sale/>



P.O. Box 30013
 Raleigh, NC 27622-0013
 Visit eRocks™ at www.martinmarietta.com

SPECIAL

Page 1 of 1

FOR BILLING QUESTIONS PLEASE CALL
 720-245-6400

JOB NAME: AGG VARIOUS

SOLD TO:

MILLER PIPELINE LLC
 421 E INDUSTRIAL BLVD
 PUEBLO CO 81007-0000

SHIP TO:

MILLER PIPELINE LLC
 1481 State Highway 120
 Florence CO 81226 US

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
22511236 SO	23090-01		60018259	68	16466	Penrose Sand and Gravel	639129	1/10/25	44805889	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
01/09/25	4618	CLASS 6 ROAD BASE 35073291	13.12	TN	12.50	164.00				164.00
		SUBTOTAL	13.12			164.00				164.00
		TOTAL	13.12			164.00				164.00
						TAX RATE	5.4 %	TAX AMOUNT	8.86	
								INVOICE TOTAL	\$172.86	

DETACH and Include this Return Portion with Payment



CUSTOMER NUMBER: 639129 MILLER PIPELINE LLC
INVOICE NUMBER: 44805889

REMIT TO:

MARTIN MARIETTA MATERIALS
 PO BOX 677061
 Dallas TX 75267-7061

PAYMENT DUE \$172.86

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT



P.O. Box 30013
 Raleigh, NC 27622-0013
 Visit eRocks™ at www.martinmarietta.com

SPECIAL

Page 1 of 1

FOR BILLING QUESTIONS PLEASE CALL
 720-245-6400

JOB NAME: AGG VARIOUS

SOLD TO:

MILLER PIPELINE LLC
 421 E INDUSTRIAL BLVD
 PUEBLO CO 81007-0000

SHIP TO:

MILLER PIPELINE LLC
 37400 Highway 96 East
 Pueblo CO 81006 US

PAYMENT TERMS: NET 30 DAYS- A/R

Order No.	Customer PO No.	Dest. No.	Job No.	Dist	Business Unit	Business Unit Name	Cust. No.	Invoice Date	Invoice No.	
22558654 SO	25090-01		60018259	68	16314	Rich Sand & Gravel	639129	1/27/25	44895176	
Ship Date Car/Barge No.	Product No.	Description	Quantity	UM	Unit Price	Material Amount	Freight Rate	Freight Amount	Taxes & Fees	TOTAL
01/24/25	4518	57/67 WASHED ROCK 29041001	5.37	TN	26.00	139.62				139.62
		SUBTOTAL	5.37			139.62				139.62
		TOTAL	5.37			139.62				139.62
						TAX RATE	3.9 %	TAX AMOUNT	5.45	
								INVOICE TOTAL		\$145.07

DETACH and Include this Return Portion with Payment



CUSTOMER NUMBER: 639129 MILLER PIPELINE LLC
INVOICE NUMBER: 44895176

REMIT TO:

MARTIN MARIETTA MATERIALS
 PO BOX 677061
 Dallas TX 75267-7061

PAYMENT DUE \$145.07

Call or go online to report possible wrongdoing or to obtain clarification on ethical matter 1-800-209-4508 www.martinmarietta.alertline.com.
 For all other questions call the billing number above.

PLEASE NOTIFY US OF ANY ALTERATIONS YOU MAKE TOWARDS THE INVOICE AMOUNT

Southern Colorado Services & Recycling LLC
 1731 N Erie Ave
 Pueblo, CO 81001
 (719) 542-6910
 scsr2010@outlook.com
 Tax ID: 27-3119223



Invoice # I15521
 Invoice Date Jan 31, 2025
 Billing Period --
 Due Date Mar 2, 2025

Invoice To:

Miller Pipeline, LLC- Mountain Region
 421 E INDUSTRIAL BLVD.
 Pueblo West, CO 81007

Invoice Amount \$131.25

Customer ID C93	PO # 25090-01	Rental # R3033	Pay Online ID ---	Clerk MF	Terms Net 30
---------------------------	-------------------------	--------------------------	----------------------	--------------------	------------------------

Site: S2534, 16 William White Blvd Pueblo, CO 81001

Line #	Service	Rate	Qty.	Amount	Tax	Amount with tax
1	Portable Toilet Service Service PT	\$31.50	2	\$63.00		\$63.00
2	Portable Toilet Set Set fee	\$36.75	1	\$36.75		\$36.75
3	Portable Toilet Pick Up Pick Up and Final Service	\$31.50	1	\$31.50		\$31.50
Invoice Subtotal						\$131.25
Invoice Total						\$131.25

Thank you!

To pay securely online, go to app.servicecore.com/payment. Enter your Customer ID: c93 and your Pay Online ID: then click Submit. Enter your payment info and click Pay. That's it!

Thank you for your business

All Accounts are due and payable NET 30. A Late fee of 1.5% per month. annual of 18% will be charged on all past due accounts.

 Detach and return (#9 envelope)

Miller Pipeline, LLC- Mountain Region
 421 E INDUSTRIAL BLVD.
 Pueblo West, CO 81007

Customer ID # C93
 Invoice # I15521
 Invoice Date Jan 31, 2025
 Billing Period --
 Due Date Mar 2, 2025
 Invoice Total \$131.25
 Payments (\$0.00)

Remit To:

Southern Colorado Services & Recycling LLC
 1731 N Erie Ave
 Pueblo, CO 81001

Invoice Due \$131.25

COLORADO BACKHOE SERVICE, LLC

25193 South Rd
 Pueblo, CO 81006-9755
 719-924-0288



Invoice

Date	Invoice #
2/13/2025	25-212

Bill To
Miller Pipeline, LLC-Mountain Range 421 E. Industrial Blvd. Pueblo West, CO 81007

Work Performed At
Picked up at Orr Pit: Job # 25090-01

Description	Quantity	U/M	Terms	Permit No.
			Net 30	
			Rate	Amount
B Bedding	5.7		18.00	102.60
State and County Sales Tax			3.90%	4.00
Thank you for your business.			Total	\$106.60

E-mail	Web Site
coloradobackhoe@msn.com	orripit.com

Orr Pit

acct

ORR PIT
124 33rd Lane
P.O. Box 81006

Outbound Weight

01/23/25 AM 01/23/25
Truck ID: 87419
Carrier: ROLLER PIPELINE
Job # 25090-01
Recipient:
Material: .75 RR

Gross 22000 lb
Tare 18800 lb
Net 3200 lb

Net Total: 3.70



Driver



Rush's Pueblo Lumber Co.
416 W. 2nd St. • 542-3026

Rush's Pueblo Lumber
416 West 2nd Street
Pueblo CO 81003
719-542-3026
Fax: 719-542-7702

CUSTOMER COPY



INVOICE

2501-186359 PAGE 1 OF 1

SOLD TO
MILLER PIPELINE LLC MTN REGION 421 E. INDUSTRIAL BLVD. PUEBLO WEST CO 81007

JOB ADDRESS
MILLER PIPELINE LLC MTN REGION 421 E. INDUSTRIAL BLVD. PUEBLO WEST CO 81007 547-0242/547-9565 FAX

ACCOUNT	JOB
9145	0
SOLD ON	1/24/2025 10:32:34 AM
CUST PICKUP	
BRANCH	1000
CUSTOMER PO#	25090-01
STATION	STA3
CASHIER	B
SALESPERSON	
ORDER ENTRY	

Quantity	UM	Item	Description	D	T	Price	Per	Amount
1	RL	029215	1000' CAUTION TAPE		Y	12.9900	RL	12.99
2	EA	6TP	6' STANDARD 1.25 T POSTS		Y	9.0700	EA	18.14

Payment Method(s)

Charge to Acct 33.50

	SubTotal	31.13
ST-CN-CTY 7.60%	Sales Tax	2.37
	Deposit	
Please Pay This Amount		33.50

BUILDING FRIENDS FOR OVER 100 YEARS
SINCE 1909
THANK YOU !!

Signature _____



INVOICE

Bill To:
Miller Pipeline, LLC
Raymond Swerdfeger
421 E. Industrial Blvd.
Pueblo West, CO 81007

Invoice Date: 03/26/2025
Invoice Number: 32474811
Amount Invoiced: \$3,806.00
Invoice Due Date: 04/25/2025

Client Name: **Artera Services, LLC**
3100 Interstate North Circle, Suite 300
Atlanta, GA 30339

Carrier : Atlantic Specialty Insurance Company
Policy Term : 01/01/2025 to 03/25/2026
Policy Number : 800185195
Effective Date : 01/01/2025

Line of Business	Description	Amount Due
Performance and Payment Bond (1)	Premium	\$3,806.00
Total Invoice Balance		\$3,806.00

Invoice Message: Principal: Miller Pipeline, LLC; Obligee: City of Pueblo; Bond Amount: \$241,688.00; Description: 2024-2026
 Emergency Sanitary Sewer Point Repair - 50 William White

Remittance Options (all payments must be made in USD)	
<p>Check to Lockbox: Northeast Series of Lockton Companies, LLC c/o Bank of America PO Box 3207 Boston, MA 02241-3207</p>	<p>ACH payment must include the following addenda record with remittance information:</p> <ol style="list-style-type: none"> 1. Start the addenda record with INV 2. Followed by a single space 3. Followed by the invoice number 4. Ending in asterisk (*)
<p>ACH or Wire Transfer: Bank Name : Bank of America ACH Routing #: 021000322 ACH Account #: 004832042517 Wire Routing #: 026009593 Wire Account #: 004832042517 SWIFT : BOFAUS3N</p>	<p>Example: Single Invoice: INV 123456* Multiple Invoices: INV 123456/234445/344555*</p> <p>Email remittance to: clientpayments@lockton.com</p> <p><i>Avoid email scams. Call your Lockton account team if you receive a request to change payment details.</i></p>

Copy – Original on File at Purchasing Department

PERFORMANCE BOND

Bond Number 800185195

KNOW ALL MEN BY THESE PRESENTS:

That we Miller Pipeline, LLC, an Indiana Limited Liability Company Authorized to do Business in the State of Colorado, hereinafter called "Principal" and

Atlantic Specialty Insurance Company

Surety

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

Two Hundred Forty Thousand Six Hundred Forty One Dollars and 88/100-----(\$240,641.88)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 31st day of December, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: 24-033 (WWAN03)
Bid Name: 2024-2026 Sanitary Sewer Point Repair – 50 William White

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

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

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

(Signature Page Follows)

(Performance Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed on the 22nd day of April, 2025.

MILLER PIPELINE, LLC

ATTEST:

By Dayl St
Principal Secretary

By Raymond K. Swerdfeger, V.P.
Raymond Swerdfeger

Title Vice President

421 E. Industrial Blvd., Pueblo West, CO 81007
(Address)



By [Signature]
(Witness as to Principal)

421 E Industrial Blvd
Pueblo West (Address) CO 81007

Atlantic Specialty Insurance Company
Surety

ATTEST:

By [Signature]
(Surety) Attorney-In-Fact
Kathleen M. Coen

(SEAL)

By Jordan Fisher
Attorney-In-Fact Jordan Fisher

605 Highway 169 North, Suite 800, Plymouth, MN 55441
(Address)

By Holly Tallone
(Witness as to Surety) Holly Tallone

300 Bar Harbor Drive, Suite 700, Conshohocken, PA 19428
(Address)

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

Copy – Original on File at Purchasing Department

PAYMENT BOND

Bond Number 800185195

KNOW ALL MEN BY THESE PRESENTS:

That we Miller Pipeline, LLC, an Indiana Limited Liability Company Authorized to do Business in the State of Colorado, hereinafter called "Principal" and

Atlantic Specialty Insurance Company

Surety

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

Two Hundred Forty Thousand Six Hundred Forty One Dollars and 88/100-----(\$240,641.88)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 31st day of December, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: 24-033 (WWAN03)
Bid Name: 2024-2026 Sanitary Sewer Point Repair – 50 William White

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

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

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

(Signature Page Follows)

(Payment Bond – Page 2)

IN WITNESS WHEREOF, this instrument is executed on the 22nd day of April, 2025.

MILLER PIPELINE, LLC

ATTEST:

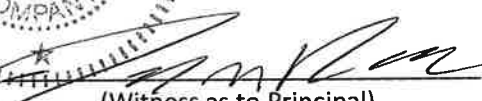
By 
Principal Secretary

By 
Raymond Swerdfeger

Title Vice President

421 E. Industrial Blvd., Pueblo West, CO 81007
(Address)



By 
(Witness as to Principal)

421 E Industrial Blvd
Pueblo West (Address) CO 81007

Atlantic Specialty Insurance Company
Surety

ATTEST:

By 
(Surety) Attorney-In-Fact
Kathleen M. Coen

(SEAL)

By 
Attorney-In-Fact Jordan Fisher

605 Highway 169 North, Suite 800, Plymouth, MN 55441
(Address)

By 
(Witness as to Surety) Holly Tallone

300 Barr Harbor Drive, Suite 700, Conshohocken, PA 19428
(Address)

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



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Abigail E Curtiss, Ashley Martin, Dana E Wium, Holly Tallone, Jessica Hedrick, Jordan Fisher, Julia C. Zalesky, Kathleen M. Coen, Kelly Wolff**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.


This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

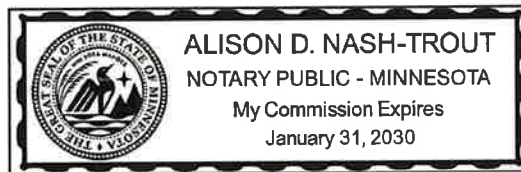
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.

STATE OF MINNESOTA
HENNEPIN COUNTY



By 
Sarah A. Kolar, Vice President and General Counsel

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.




Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 22nd day of April, 2025.




Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030



Atlantic Specialty Insurance Company
 Period Ended 12/31/2024

Dollars displayed in thousands

Admitted Assets		Liabilities and Surplus	
Investments:		Liabilities	
Bonds	\$ 2,894,094	Loss Reserves	\$ 1,264,802
Preferred Stocks	-	Loss Adjustment Expense Reserves	<u>423,323</u>
Common Stocks	987,702	Total Loss & LAE Reserves	1,688,125
Mortgage Loans	-		
Real Estate	-	Unearned Premium Reserve	811,551
Contract Loans	-	Total Reinsurance Liabilities	64,571
Derivatives	-	Commissions, Other Expenses, and Taxes due	75,922
Cash, Cash Equivalents & Short Term Investments	383,175	Derivatives	-
Other Investments	<u>36,178</u>	Payable to Parent, Subs or Affiliates	-
Total Cash & Investments	4,301,149	All Other Liabilities	<u>1,121,125</u>
		Total Liabilities	<u>3,761,294</u>
Premiums and Considerations Due	350,792	Capital and Surplus	
Reinsurance Recoverable	60,063	Common Capital Stock	9,001
Receivable from Parent, Subsidiary or Affiliates	11,764	Preferred Capital Stock	-
All Other Admitted Assets	<u>94,008</u>	Surplus Notes	-
Total Admitted Assets	<u>4,817,776</u>	Unassigned Surplus	476,697
		Other Including Gross Contributed	<u>570,784</u>
		Capital & Surplus	1,056,482
		Total Liabilities and C&S	<u>4,817,776</u>

State of Minnesota
 County of Hennepin

I, Kara Barrow, Secretary of Atlantic Specialty Insurance Company do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company, on the 31st day of December, 2024, according to the best of my information, knowledge and belief.


 Secretary

Subscribed and sworn to, before me, a Notary Public of the State of Minnesota on this 10th day of March, 2025.


 Notary Public



2024-2026 Emergency Sanitary Sewer Point Repair - 50 William White					Miller Pipeline, LLC	Parker Excavating, Inc.
Line Item	Description		Unit of Measure	Quantity	Total Cost	Total Cost
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$0.00	\$0.00
2	Remove and Replace 8" PVC Less than 10' Deep	21-100	LF		\$0.00	\$0.00
3	Remove and Replace 8" PVC Less than 10' Deep	>100	LF		\$0.00	\$0.00
4	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$0.00	\$0.00
5	Remove and Replace 8" PVC More than 10' Deep	21-100	LF		\$0.00	\$0.00
6	Remove and Replace 8" PVC More than 10' Deep	>100	LF		\$0.00	\$0.00
7	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$0.00	\$0.00
8	Remove and Replace 10" PVC Less than 10' Deep	21-100	LF		\$0.00	\$0.00
9	Remove and Replace 10" PVC Less than 10' Deep	>100	LF		\$0.00	\$0.00
10	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$0.00	\$0.00
11	Remove and Replace 10" PVC More than 10' Deep	21-100	LF		\$0.00	\$0.00
12	Remove and Replace 10" PVC More than 10' Deep	>100	LF		\$0.00	\$0.00
13	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$0.00	\$0.00
14	Remove and Replace 12" PVC Less than 10' Deep	21-100	LF		\$0.00	\$0.00
15	Remove and Replace 12" PVC Less than 10' Deep	>100	LF		\$0.00	\$0.00
16	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$0.00	\$0.00
17	Remove and Replace 12" PVC More than 10' Deep	21-100	LF		\$0.00	\$0.00
18	Remove and Replace 12" PVC More than 10' Deep	>100	LF		\$0.00	\$0.00
19	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$0.00	\$0.00
20	Remove and Replace 15" PVC Less than 10' Deep	21-100	LF	21	\$4,200.00	\$3,213.00
21	Remove and Replace 15" PVC Less than 10' Deep	>100	LF		\$0.00	\$0.00
22	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$0.00	\$0.00
23	Remove and Replace 15" PVC More than 10' Deep	21-100	LF		\$0.00	\$0.00
24	Remove and Replace 15" PVC More than 10' Deep	>100	LF		\$0.00	\$0.00
25	Remove and Replace 4" Sewer Service Less than 10' Deep	1-20	LF		\$0.00	\$0.00
26	Remove and Replace 4" Sewer Service Less than 10' Deep	21-100	LF		\$0.00	\$0.00
27	Remove and Replace 4" Sewer Service Less than 10' Deep	>100	LF		\$0.00	\$0.00
28	Remove and Replace 4" Sewer Service More than 10' Deep	1-20	LF		\$0.00	\$0.00
29	Remove and Replace 4" Sewer Service More than 10' Deep	21-100	LF		\$0.00	\$0.00
30	Remove and Replace 4" Sewer Service More than 10' Deep	>100	LF		\$0.00	\$0.00
31	Remove and Replace 6" Sewer Service Less than 10' Deep	1-20	LF		\$0.00	\$0.00
32	Remove and Replace 6" Sewer Service Less than 10' Deep	21-100	LF		\$0.00	\$0.00
33	Remove and Replace 6" Sewer Service Less than 10' Deep	>100	LF		\$0.00	\$0.00
34	Remove and Replace 6" Sewer Service More than 10' Deep	1-20	LF		\$0.00	\$0.00
35	Remove and Replace 6" Sewer Service More than 10' Deep	21-100	LF		\$0.00	\$0.00
36	Remove and Replace 6" Sewer Service More than 10' Deep	>100	LF		\$0.00	\$0.00
37	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10"	1-20	LF		\$0.00	\$0.00
38	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10"	21-100	LF		\$0.00	\$0.00
39	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10"	>100	LF		\$0.00	\$0.00
40	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10"	1-20	LF		\$0.00	\$0.00
41	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10"	21-100	LF		\$0.00	\$0.00
42	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10"	>100	LF		\$0.00	\$0.00
43	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15"	1-20	LF		\$0.00	\$0.00
44	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15"	21-100	LF		\$0.00	\$0.00
45	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15"	>100	LF		\$0.00	\$0.00
46	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15"	1-20	LF		\$0.00	\$0.00
47	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15"	21-100	LF		\$0.00	\$0.00
48	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15"	>100	LF		\$0.00	\$0.00
49	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$0.00	\$0.00
50	Remove and Replace 7" Reinforced Concrete	21-100	SF		\$0.00	\$0.00
51	Remove and Replace 7" Reinforced Concrete	>100	SF		\$0.00	\$0.00
52	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$0.00	\$0.00
53	Remove and Replace 6" Reinforced Concrete	21-100	SF		\$0.00	\$0.00
54	Remove and Replace 6" Reinforced Concrete	>100	SF		\$0.00	\$0.00
55	Remove and Replace 4" Concrete	1-20	SF		\$0.00	\$0.00
56	Remove and Replace 4" Concrete	21-100	SF		\$0.00	\$0.00
57	Remove and Replace 4" Concrete	>100	SF		\$0.00	\$0.00
58	Remove and Replace Standard Curb and Gutter	1-20	LF		\$0.00	\$0.00
59	Remove and Replace Standard Curb and Gutter	21-100	LF		\$0.00	\$0.00
60	Remove and Replace Standard Curb and Gutter	>100	LF		\$0.00	\$0.00
61	Install or Remove and Replace 6" Curb Head	1-20	LF		\$0.00	\$0.00
62	Install or Remove and Replace 6" Curb Head	21-100	LF		\$0.00	\$0.00

63	Install or Remove and Replace 6" Curb Head	>100	LF		\$0.00	\$0.00
64	Install Extra Lean Concrete (FlowFill)	1-20	CY		\$0.00	\$0.00
65	Install Extra Lean Concrete (FlowFill)	21-100	CY		\$0.00	\$0.00
66	Install Extra Lean Concrete (FlowFill)	>100	CY		\$0.00	\$0.00
67	Class 6 Base Course for Gravel Surfaced Alleys	1	TN		\$0.00	\$0.00
68	Remove Camera/Cleaning Head/Tap Cutter	1	HR		\$0.00	\$0.00
69a	Remove and Replace 48" Diameter Manhole with 1 Invert	1	EA		\$0.00	\$0.00
69b	Remove and Replace 48" Diameter Manhole with 2 Inverts	1	EA		\$0.00	\$0.00
69c	Remove and Replace 48" Diameter Manhole with 3 Inverts	1	EA		\$0.00	\$0.00
69d	Remove and Replace 48" Diameter Manhole with 4 Inverts	1	EA		\$0.00	\$0.00
70a	Remove and Replace 60" Diameter Manhole with 1 Invert	1	EA		\$0.00	\$0.00
70b	Remove and Replace 60" Diameter Manhole with 2 Inverts	1	EA		\$0.00	\$0.00
70c	Remove and Replace 60" Diameter Manhole with 3 Inverts	1	EA		\$0.00	\$0.00
70d	Remove and Replace 60" Diameter Manhole with 4 Inverts	1	EA		\$0.00	\$0.00
71	Reinstate Services - 4"	1	EA		\$0.00	\$0.00
72	Reinstate Services - 6"	1	EA		\$0.00	\$0.00
73	Mobilization	1	LS	1	\$1,750.00	\$1,725.00
74	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		\$0.00	\$0.00
75	Calcium Aluminate Coat 48-inch Manhole	11-15	VF	15	\$4,200.00	\$5,250.00
76	Calcium Aluminate Coat 48-inch Manhole	>15	VF		\$0.00	\$0.00
77	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		\$0.00	\$0.00
78	Calcium Aluminate Coat 60-inch Manhole	11-15	VF		\$0.00	\$0.00
79	Calcium Aluminate Coat 60-inch Manhole	>15	VF		\$0.00	\$0.00
80	Rebuild Manhole Bench and Trough 48-inch Manhole	1	LS		\$0.00	\$0.00
81	Rebuild Manhole Bench and Trough 60-inch Manhole	1	LS		\$0.00	\$0.00
Grand Total					\$10,150.00	\$10,188.00

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 4/24/2025
 Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
 50 William White Blvd

Contractor : MILLER PIPELINE, LLC.
 421 E Industrial Blvd, Pueblo West, CO, 81001

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE AND REPLACE 15" PVC LESS THAN 10' DEEP	(\$4,200.00)	
2	CALCIUM ALUMINATE COAT 48" MANHOLE	(\$4,200.00)	
3	MOBILIZATION	(\$1,750.00)	
4	LABOR,T&M (REPAIR THE FORCE MAIN, REMOVE AND REPLACE CONTAMINATED SOIL AND ROAD BASE, IMPORT BACKFILL MATERIAL, AND COMPACT AND REGRADE THE ROAD)		\$240,641.88
TOTAL (Decrease) / Increase		(\$10,150.00)	\$240,641.88

Net Adjustment This Change Order	\$	230,491.88
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	10,150.00
Total Adjusted Contract Amount To Date	\$	240,641.88

Reason For Change: Actual Field Quantities and Additional Work Required to Complete The Repair.

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

Prepared by: _____ Date: _____
 Wastewater Civil Engineer
 Reviewed by: _____ Date: _____
 Wastewater Engineering Manager
 Accepted by: _____ Date: _____
 Contractor's Representative

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

Approved by: _____ Date: _____
 Director of Wastewater



24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
50 William White Blvd





Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ARCADIS U.S., INC. IN THE AMOUNT OF \$33,000 FOR PROJECT NO. 23A-055-CLARIFIER STABILITY AND GROUNDWATER RELEASE EVALUATION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

SUMMARY:

This Resolution approves Amendment No. 1 to the Professional Consulting Services Agreement awarded to Arcadis U.S., Inc. in the amount of \$33,000 for Project No. 23a-055-Clarifier Stability and Groundwater Release Evaluation.

PREVIOUS COUNCIL ACTION:

On December 18, 2023, the City Council approved Ordinance No. 10609 to have Arcadis U.S., Inc. perform a hydrogeologic and geotechnical study of the groundwater at the water reclamation facility.

BACKGROUND:

This study will provide information on how the groundwater interacts with the Arkansas River and the stability of the three secondary clarifiers if the groundwater is pumped from beneath the clarifiers. This study will provide information to the Colorado Department of Public Health and the Environment on the conductivity between the groundwater under the clarifiers and the Arkansas River. This evaluation will also inform the stability of the existing clarifiers, and the geotechnical information needed for new clarifiers to be built.

Amendment 1- Arcadis U.S., Inc. will do additional study to status update and post-lining water quality evaluation, to be submitted to CDPHE in August 2025. Previous updates in 2022 and 2023 have included an evaluation of the effectiveness of sewer system

improvement projects completed by the City in reducing selenium and sulfate concentrations in water reclamation facility influent and effluent.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Arcadis U.S., Inc. to provide services for the study will not exceed \$33,000. Funds are available from the Sewer User Fund in the WRF Professional Services Account.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative would cause the WRF to be in non-compliance with the DSV requirements.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 05-27-25 I and I Pilot Project Amendment 1 Res ML

RESOLUTION NO. 15992

A RESOLUTION APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ARCADIS U.S., INC. IN THE AMOUNT OF \$33,000 FOR PROJECT NO. 23A-055-CLARIFIER STABILITY AND GROUNDWATER RELEASE EVALUATION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Project No. 253a-055 Clarifier Stability and Groundwater Release Evaluation was awarded to Arcadis U.S., Inc., on December 18, 2023; and

WHEREAS, additional study and evaluation by Amendment No. 1 is needed; and

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Amendment No. 1, by and between the City of Pueblo, a Colorado Municipal Corporation, and Arcadis U.S., Inc. a Delaware Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 1 to be performed in the amount of \$33,000.

SECTION 2.

Funds in the amount of \$33,000 will be paid from the sewer user fund account WRF Professional Services,

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 1 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest 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: May 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: **May 12, 2025**

TO: Mark Aliff President and Members of City Council

CC: Heather Graham, Mayor

VIA: Marissa Stoller, City Clerk

FROM: Andra Ahrens, Wastewater Director

SUBJECT: A Resolution approving and authorizing the Purchasing Agent to execute Amendment No. 1 to the agreement for professional consulting services between The City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., in the amount of \$434,106 for 18-087, Wastewater Department Engineer of Record – Pilot Project to Identify Contributing Groundwater Infiltration and Inflow

SUMMARY:

This Resolution approves Amendment No. 1 to the Professional Consulting Services Agreement awarded to Brown and Caldwell, Inc. in the amount of \$434,106 for Project No. 18-087, Wastewater Department Engineer of Record – Pilot Project to Identify Contributing Groundwater Infiltration and Inflow.

PREVIOUS COUNCIL ACTION:

On February 12, 2024, the City Council approved Resolution No. 15497, selecting Brown and Caldwell, Inc as the Engineer of Record for the Wastewater Department.

On November 13, 2023, the City Council approved Ordinance No. 10583 to have Brown and Caldwell pilot project to identify issues contributing to groundwater infiltration and inflow to the city's sewer sanitary system.

BACKGROUND:

The Wastewater Department has been addressing selenium and sulfate issues in the Arkansas River Basin for more than 25 years. Naturally occurring selenium and sulfate are known to enter the city sewer collection system through the infiltration and inflow of groundwater. The sanitary sewer collection system conveys sewage and the groundwater to the James R. Dilorio Water Reclamation Facility. Approximately 50 percent of the selenium and very little sulfate is removed during the treatment process.

The purpose of this project is to pilot multiple technologies in geographical locations with groundwater high in selenium and sulfate. These technologies, not previously used by the Wastewater Department, that can identify and locate sources of groundwater infiltration and inflow entering the sanitary sewer collection system.

Amendment 1- Brown and Caldwell, Inc will provide design services to address the inflow and infiltration into the sewer collection system found during the original pilot project study area. This design will include replacement of laterals, mainline, and manholes. This work will result in the design and bid phase for the replacement sewers.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell to provide design services for the rehabilitation project will not exceed \$434,106. Funds are available from the Sewer User Fund and have been appropriated to Project No. WW1503-Selenium Reduction.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative will eliminate the opportunity to collect data that identifies where infiltration and inflow occur in the sanitary sewer collection system. Without this data, it is unknown how best to rehabilitate the sanitary sewer mains to stop infiltration and inflow containing selenium and sulfate.

RECOMMENDATION:

Approval of the Resolution.

Attachments:

Professional Services Agreement between the City of Pueblo and Brown and Caldwell, Inc.

RESOLUTION NO. _____

A Resolution approving and authorizing the purchasing agent to execute Amendment No. 1 to the agreement for professional consulting services between The City of Pueblo, a Municipal Corporation, and Brown and Caldwell, Inc., in the amount of \$434,106 for 18-087, Wastewater Department Engineer of Record – Pilot Project to Identify Contributing Groundwater Infiltration and Inflow

WHEREAS, Project No. 18-087 Wastewater Department Engineer of Record – Pilot Project to Identify Contributing Groundwater Infiltration and Inflow was awarded to Brown and Caldwell, Inc., on November 13,2023; and

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

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

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

SECTION 1.

The Amendment No. 1, by and between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., a California Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 1 to be performed in the amount of \$434,106.

SECTION 2.

Funds in the amount of \$434,106 will be paid from WW 1503,

SECTION 3.

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

BY: _____
MEMBER OF CITY COUNCIL

APPROVED:

PRESIDENT OF CITY
COUNCIL

ATTESTED BY: _____
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 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 ESTABLISHING A NEW PROJECT ACCOUNT CI2514 - CITY PARK ADMIN BLDG RAILING; TRANSFERRING FUNDS IN THE AMOUNT OF \$26,654 FROM CIAN20 - CITY BUILDING REPAIRS AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT CI2514; AND AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$22,654 TO AZTEC MANUFACTURING, INC. FOR PROJECT NO. 25-017, HANDRAIL INSTALLATION - CITY PARK ADMIN BUILDING, SETTING FORTH \$4,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution creates account Project CI2514 - City Park Admin Bldg Railing, transfers funds in the amount of \$26,654 from CIAN20 - City Building Repairs to CI2514 - City Park Admin Bldg Railing, budgets and appropriates funds totaling \$26,654 for the project, awards a Construction Contract to Aztec Manufacturing, Inc for Project No. 25-017 - Handrail Installation - City Park Admin Building.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of installing ADA compliant tubular steel railing at the three front entrances of the City Park Administration Building. This Resolution awards the construction contract to Aztec Manufacturing.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$26,654 will be transferred from Project Account CIAN20, City Building Repairs into Project Account CI2514 - City Park Admin Bldg Railing.

Funds in the amount of \$26,654 (covering construction and contingencies) shall be paid from CI2514.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will prevent the transfer of funds and cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-017 Bid Summary

RESOLUTION NO. 15993

A RESOLUTION ESTABLISHING A NEW PROJECT ACCOUNT CI2514 - CITY PARK ADMIN BLDG RAILING; TRANSFERRING FUNDS IN THE AMOUNT OF \$26,654 FROM CIAN20 - CITY BUILDING REPAIRS AND DEPOSITING AND BUDGETING AND APPROPRIATING SAID FUNDS INTO PROJECT ACCOUNT CI2514; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$22,654 TO AZTEC MANUFACTURING, INC. FOR PROJECT NO. 25-017, HANDRAIL INSTALLATION - CITY PARK ADMIN BUILDING, SETTING FORTH \$4,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 25-017 Handrail Installation - City Park Admin Building have been received and examined; and,

WHEREAS, the proposal of Aztec Manufacturing, Inc was the only bid received but was determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-017 Handrail Installation - City Park Admin Building to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Project Account CI2514 - City Park Admin Bldg Railing is hereby established.

SECTION 2.

Funds in the amount of \$26,654 are hereby transferred from Project Account CIAN20 - City Building Repairs and deposited and budgeted and appropriated into Project Account CI2514 - City Park Admin Bldg Railing.

SECTION 3.

The City Council authorizes Project No. 25-017 Handrail Installation - City Park Admin Building to be performed, and the contract for said project is hereby awarded to Aztec Manufacturing, Inc. in the amount of \$22,654.

SECTION 4.

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

SECTION 5.

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

Contingencies and Additional Work.....\$4,000

SECTION 6.

Funds in the amount of \$26,654, for the contract and contingencies, shall be from account Project CI2514, City Park Admin Bldg Railing.

SECTION 5.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION
 IFB No. 25-017 (CIAN20)
Handrail Installation- City Park Administration Building
 RESPONSE DEADLINE: May 7, 2025 at 10:00 am
 Report Generated: Wednesday, May 7, 2025

VENDOR TOTALS

Vendor	Total
Aztec Manufacturing Inc	\$22,654.00

CITY PARK ADMINISTRATION BUILDING

CITY PARK ADMINISTRATION BUILDING					Aztec Manufacturing Inc	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	REMOVE EXISTING HANDRAIL	62	L.F.	\$30.00	\$1,860.00
X	2	PAINT AND PRIME HANDRAIL	92	L.F.	\$35.00	\$3,220.00
X	3	CONSTRUCT 1 1/2 INCH DIA. METAL TUBULAR STEEL HANDRAIL	87	L.F.	\$202.00	\$17,574.00
Total						\$22,654.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Aztec Manufacturing Inc
BID GUARANTEE	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass
ACKNOWLEDGEMENTS	
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass
INSURANCE REQUIREMENTS	Pass
COLORADO LABOR REQUIREMENT:	Pass
SALES AND/OR USE TAX INFORMATION	Pass
CERTIFICATIONS	
CERTIFICATION STATEMENT	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 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 AUTHORIZING THE TRANSFER OF PREVIOUSLY BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$26,470 FROM ACCOUNT PROJECT WW9999 TO WW2305 AND APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AMENDMENT NO. 2 OF THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF \$26,470 FOR 23-046, DESIGN OF FUTURE WASTEWATER PRETREATMENT BUILDING.

SUMMARY:

This Resolution authorizes the transfer of previously budgeted and appropriated funds from Account Project WW9999 to WW2305 - Pretreatment Building Project, approves Amendment No. 2 to the Professional Engineering Agreement awarded to Short-Elliott-Hendrickson, Inc. (SEH), in the amount of \$26,470.00 for Project No. 23-046, Design of Future Wastewater Pretreatment Building.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10502, approved July 10, 2023, created Account Project WW2305 for the Pretreatment Building Project, transferred funds in the amount of \$150,000.00 from Account Project WW9999 to WW2305, budgeted and appropriated funds totaling \$150,000.00 for the project, and approved an agreement for Professional Engineering and Architectural Services.

Resolution 15810, dated November 11, 2024, transferred funds in the amount of \$35,788.15 from Account Project WW9999 to WW2305, and approved Professional Engineering Agreement Amendment No. 1 in the amount of \$35,788.15.

BACKGROUND:

The project consists of renovating the existing Wastewater Headworks Building for it to be adapted to the Wastewater Pretreatment Building. The project renovation includes one (1) management office space, a work area for five cubicles, a cleaning and calibration work area, one (1) break room, one (1) unisex ADA-accessible restroom, a conference room, and a vehicle bay that accommodates two (2) vehicles. In addition, the building requires an upgrade/redesign of the mechanical and electrical systems.

The Wastewater Headworks Building was constructed in 1937 and comprises approximately 3,300 sq. ft. (excluding the basement). The building is constructed of brick and concrete and was utilized as the original headworks building for the old plant.

The proposed Amendment will expand the scope of work for a visual survey and condition assessment, hydrothermal analysis, and enclosure design review.

FINANCIAL IMPLICATIONS:

Funding for Amendment No. 2 in the amount of \$26,470.00 will be transferred from account WW9999 to WW2305 and will be paid from account WW2305, Pretreatment Building Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the design of the additional improvements necessary to complete the design.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-046 SEH Amendment No 2

RESOLUTION NO. 15994

A RESOLUTION AUTHORIZING THE TRANSFER OF PREVIOUSLY BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$26,470 FROM ACCOUNT PROJECT WW9999 TO WW2305 AND APPROVING AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE AMENDMENT NO. 2 OF THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF \$26,470 FOR 23-046, DESIGN OF FUTURE WASTEWATER PRETREATMENT BUILDING.

WHEREAS, Project No. 23-046 Design of Future Wastewater Pretreatment Building Project was awarded to Short-Elliott-Hendrickson, Inc., on June 27, 2023; and,

WHEREAS, Professional Engineering Agreement Amendment No. 1 was awarded on November 11, 2024; and,

WHEREAS, additional design and engineering work contemplated by Amendment No. 2 is needed; and,

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Previously budgeted and appropriated funds in the amount of \$26,470, are hereby transferred from Project Account WW9999 into Project Account WW2305 - Pretreatment Building Project.

SECTION 2.

Amendment No. 2, by and between the City of Pueblo, a Colorado Municipal Corporation, and Short-Elliott-Hendrickson, Inc., a Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 2 to be performed in the amount of \$26,470.00.

SECTION 3.

Funds in the amount of \$26,470.00 will be paid from Account Project WW2305, Pretreatment Building Project.

SECTION 4.

The Purchasing Agent is hereby authorized to execute Amendment No. 2 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 5.

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 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING AND ARCHITECTURAL SERVICES BY AND BETWEEN CITY OF PUEBLO AND SHORT ELLIOTT HENDRICKSON, INC.

1. INTRODUCTION

This Amendment No. 2 to the Agreement for Professional Engineering and Architectural Services ("Amendment") is executed to be effective as of the ____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Short Elliott Hendrickson, Incorporated, a Minnesota Corporation authorized to do business in the State of Colorado ("Consultant"). City and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

2. PROJECT STATEMENT

WITNESSETH THAT:

WHEREAS, City and Consultant entered into that certain Agreement for Professional Engineering and Architectural Services dated June 27, 2023 for Bid 23-046 Design of Future Wastewater Pretreatment Building (the "Agreement") and Amendment No. 1 dated November 14, 2024;

WHEREAS, City and Consultant desire to amend the Agreement pursuant to the provisions set forth herein;

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

3. AGREEMENT

- A. The Agreement is amended by expanding the scope of work to include the following additional services:
 1. Consultant shall take all responsibility for, manage, coordinate, and supervise subconsultant Wiss, Janney, Elstner Associates (WJE). Together, Consultant and subconsultant shall provide visual survey and condition assessment, hygrothermal analysis, and enclosure design review for the project as identified in Attachment A.
 2. Attachment A to this Amendment No. 2 shall be additional work as agreed upon by Consultant and City, and Consultant with any subconsultants for the project shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

- B. With respect to services provided under the Amendment No. 2, the fee schedule attached as Attachment B to this Amendment No. 2 shall apply to compensation payable to Consultant and Consultant shall be responsible for all payment and compensation to the subconsultant WJE. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 2 shall not exceed the maximum amount of \$26,470.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.
 - 1. The compensation payable to the Consultant by this Amendment No. 2 shall be billed at the amounts set forth in the Attachment B.
 - 2. City must respond in writing with written approval prior to Consultant beginning work.
- C. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.
- D. Except as expressly modified by this Amendment No. 2, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 2, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 2.
- E. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original.

(Signature section on following page.)

4. SIGNATURE SECTION

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION SHORT ELLIOTT HENDRICKSON, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
James Hayson, Principal-In-Charge

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

Robert Jagger, Deputy City Attorney

Attachments: Attachments A - B and Additional Information for Amendment

Attachment A

Scope of Work

Excerpt from Consultant Proposal dated April 10, 2025, Pages 1

RE: Proposal for Building Enclosure Assessment, Hygrothermal Analysis

SEH is pleased to submit this revised proposal for professional services related to the building enclosure evaluation and energy performance modeling for the existing facility located at 1300 S. Queens Avenue in Pueblo, Colorado. This proposal reflects our expanded scope, including support for energy code compliance under the 2021 IECC.

SEH, in collaboration with our building envelope consultant Wiss, Janney, Elstner Associates (WJE) propose to complete the services described below for a fixed fee of **\$26,470**. Work will commence upon receipt of written authorization to proceed.

Scope of Services

- **Visual Survey and Condition Assessment** – WJE will conduct a comprehensive on-site survey of the existing exterior brick masonry and roof systems. This assessment will document current conditions and identify deterioration or other concerns that may impact long-term performance or integration with planned interior insulation and space conditioning.
- **Hygrothermal Analysis** – WJE will perform a WUFI®-based hygrothermal analysis of the proposed wall assembly modifications in accordance with ASHRAE 160. This analysis will evaluate moisture transport, condensation risks, and thermal behavior over time for scenarios with and without interior insulation. The findings will inform design recommendations and risk mitigation strategies.
- **Enclosure Design Review** – WJE and SEH will review thermal and moisture control strategies, including wall section details and transition conditions. The review will focus on constructability, durability, water/air barrier continuity, and condensation risk. Annotated feedback and targeted recommendations will be provided to improve enclosure performance. Findings will be summarized in a final report to support design development and construction planning.

Attachment B

Fee Schedule

Excerpt from Consultant Proposal dated April 10, 2025, Page 2

Fee Summary

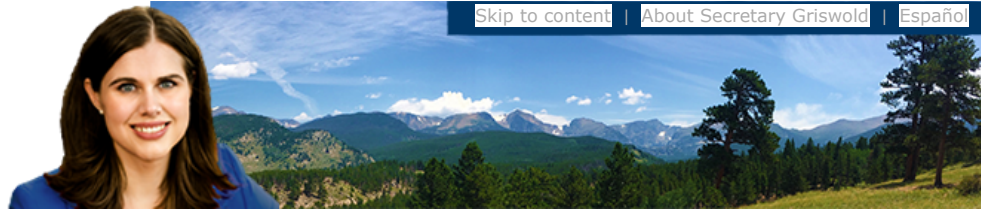
- Subconsultant Fee (Assessment, Analysis, Review) \$26,470

Additional Information for Amendment

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



Summary

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Details			
Name	Short-Elliott-Hendrickson, Incorporated		
Status	Good Standing	Formation date	01/22/2001
ID number	20011014839	Form	Foreign Corporation
Periodic report month	January	Jurisdiction	Minnesota
Principal office street address	3535 Vadnais Center Drive, St. Paul, MN 55110, US		
Principal office mailing address	3535 Vadnais Center Drive, St. Paul, MN 55110, US		

Registered Agent	
Name	United Agent Group Inc.
Street address	155 E. Boardwalk #490, Fort Collins, CO 80525, United States
Mailing address	155 E. Boardwalk #490, Fort Collins, CO 80525, United States

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Short-Elliott-Hendrickson, Incorporated

is an entity formed or registered under the law of Minnesota, 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 20011014839.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 05/06/2025 that have been posted, and by documents delivered to this office
electronically through 05/07/2025 @ 10:13:13.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 05/07/2025 @ 10:13:13 in accordance with applicable law.
This certificate is assigned Confirmation Number 17277235.



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 X, No . (If you answered "no" please proceed to signature section at bottom of this page.)

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

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

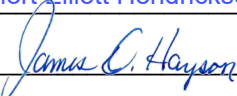
_____.

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

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

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

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

Company Name: Short Elliott Hendrickson, Inc.
 Authorized Signature:  Title: Principal
 Printed Name: James D. Hayson Date: 06.04.2023



CERTIFICATE OF LIABILITY INSURANCE

10/1/2025

DATE (MM/DD/YYYY)

9/26/2024

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):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: The Continental Insurance Company		35289
INSURER B: National Fire Insurance Co of Hartford		20478
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
1467605 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED
3535 VADNAIS CENTER DRIVE
ST. PAUL MN 55110-3507

COVERAGES CERTIFICATE NUMBER: 19626016 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	6079420587	10/1/2024	12/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	6079420699	10/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	6079420590	10/1/2024	12/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y	N/A	6079421254	10/1/2024	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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: SEH NO. 172371 / 23-046 DESIGN OF FUTURE WW PRETREATMENT BLDG. CITY OF PUEBLO. ITS AGENTS, OFFICERS AND EMPLOYEES ARE ADDITIONAL INSURED ON GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. WAIVER OF SUBROGATION IN FAVOR OF THE ADDITIONAL INSURED APPLIES ON WORKERS' COMPENSATION, AS REQUIRED BY WRITTEN CONTRACT AND WHERE ALLOWED BY LAW. COVERAGE IS SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY.

CERTIFICATE HOLDER

CANCELLATION See Attachment

19626016
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

© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2024

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).

<p>PRODUCER H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437</p>	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Jeanne Danmeier</td> </tr> <tr> <td>PHONE (A/C, No, Ext): (952) 893-1933</td> <td>FAX (A/C, No): (952) 893-1819</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS:</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: XL Specialty Insurance Co.</td> <td style="text-align: right;">NAIC # 37885</td> </tr> <tr> <td colspan="2">INSURER B:</td> </tr> <tr> <td colspan="2">INSURER C:</td> </tr> <tr> <td colspan="2">INSURER D:</td> </tr> <tr> <td colspan="2">INSURER E:</td> </tr> <tr> <td colspan="2">INSURER F:</td> </tr> </table>	CONTACT NAME: Jeanne Danmeier		PHONE (A/C, No, Ext): (952) 893-1933	FAX (A/C, No): (952) 893-1819	E-MAIL ADDRESS:		INSURER(S) AFFORDING COVERAGE		INSURER A: XL Specialty Insurance Co.	NAIC # 37885	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
<p>INSURED Short-Elliott-Hendrickson, Incorporated 3535 Vadnais Center Drive St. Paul MN 55110</p>																					

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 1 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
	<p>COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR</p> <hr/> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC</p> <p>OTHER: _____</p>						<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$</td></tr> <tr><td> </td><td style="text-align: right;">\$</td></tr> <tr><td> </td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	MED EXP (Any one person)	\$	PERSONAL & ADV INJURY	\$	GENERAL AGGREGATE	\$	PRODUCTS - COMP/OP AGG	\$		\$		\$
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A	Professional Liability			DPR5037093	12/01/2024	12/01/2025	<table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>Each Claim/</td><td style="text-align: right;">\$5,000,000</td></tr> <tr><td>Each Policy Year</td><td></td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$10,000,000</td></tr> </table>	Each Claim/	\$5,000,000	Each Policy Year		Aggregate	\$10,000,000										
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Aggregate	\$10,000,000																						

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

Re: SEH No. 172371 / 23-046 Design of Future WW Pretreatment Bldg

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

CANCELLATION

City of Pueblo, A Municipal Corporation
230 South 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



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF \$5,568.98 TO FENIX HISTORIC INVEST, LLC

SUMMARY:

This Resolution authorizes the refund of erroneously collected sanitary sewer fees in the amount of \$5,568.98. From January 2024 to December 2024, charges for sanitary sewer fees were applied to the consumption of water that was not discharged to the sanitary sewer system.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department received a request for Fenix Historic Invest, LLC, located at 2315 Sprague Ave, seeking a refund of sanitary sewer charges. Substantial leaks during the adjustment period misrepresented true water consumption, which resulted in an inflated average set for the year.

Pursuant to City Ordinance §16-6-25, refunds based upon sewer user charges appearing on billings issued more than ninety (90) days prior to receipt of a written request can only be authorized by City Council and are limited to a maximum period of two years. Fenix Historic Invest, LLC is requesting a refund of sanitary sewer fees in the amount of \$5,568.98 for charges from January 2024 to December 2024.

FINANCIAL IMPLICATIONS:

The refund of \$5,568.98 will be credited to the customer's utilities account #095755-091160.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action

The property at 2315 Sprague Ave will not receive compensation for erroneously charged sanitary sewer fees.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 05-27-25 - 2315 Sprague Ave - BOWW data

RESOLUTION NO. 15995

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF \$5,568.98 TO FENIX HISTORIC INVEST, LLC

WHEREAS, the City's Wastewater Department has been notified that Fenix Historic Invest, LLC was erroneously charged sanitary sewer fees; and

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City shall refund Fenix Historic Invest, LLC the sum of \$5,568.98 for the erroneous collection of sewer fees charged for 2315 Sprague Ave during the period of January 2024 to December 2024.

SECTION 2.

Such a refund shall be credited directly to the customer's utilities account (#095755-091160) in the amount of \$5,568.98.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

FENIX HISTORIC INVEST, LLC
 2315 SPRAGUE AVE
 095755-091160

Read Date	Bill Date	Read Status	Previous Reading	Current Reading	Actual Consumption	Billed Sewer	Over/ (Under) Charged (K gallons)	Over/ (Under) Charged (\$\$)
01/12/2024	01/16/2024	Actual Read	64,256	64,708	452	452	0	\$ -
02/09/2024	02/13/2024	Actual Read	64,708	65,118	410	410	0	-
03/11/2024	03/13/2024	Actual Read	65,118	65,562	444	431	-13	(79.82)
04/09/2024	04/11/2024	Actual Read	65,562	65,936	374	431	57	349.98
05/10/2024	05/14/2024	Actual Read	65,936	66,251	315	431	116	712.24
06/10/2024	06/13/2024	Actual Read	66,251	66,562	311	431	120	736.80
07/11/2024	07/15/2024	Actual Read	66,562	66,923	361	431	70	429.80
08/11/2024	08/14/2024	Actual Read	66,923	67,268	345	431	86	528.04
09/11/2024	09/16/2024	Actual Read	67,268	67,664	396	431	35	214.90
10/11/2024	10/15/2024	Actual Read	67,664	68,002	338	431	93	571.02
11/08/2024	11/13/2024	Actual Read	68,002	68,271	269	431	162	994.68
12/10/2024	12/12/2024	Actual Read	68,271	68,521	250	431	181	1,111.34
					4,265	5,172	907	<u>\$ 5,568.98</u>

Data Source: Board of Water Works



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 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 APPOINTMENT BY THE MAYOR OF BILL ZWICK TO COMPLETE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2025, ON THE PUEBLO STREETScape ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Bill Zwick to complete a three-year term expiring November 1, 2025, on the Pueblo Streetscape Advisory Committee.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the resignation of Rebecca Knapp, there is one appointment available to complete a three-year term expiring November 1, 2025 on the Pueblo Streetscape Advisory Committee.

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. 15996

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BILL ZWICK TO COMPLETE A THREE-YEAR TERM EXPIRING NOVEMBER 1, 2025, ON THE PUEBLO STREETScape ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Bill Zwick to the Pueblo Streetscape Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Bill Zwick to the Pueblo Streetscape Advisory Committee to complete a three-year term expiring November 1, 2025 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: May 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 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 RATIFYING THE JOINT APPOINTMENTS OF MARY LEE, GINA LOPEZ FERGUSON, AND DANIEL MCHENRY TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Community Services Advisory Commission (CSAC).

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Community Services Advisory Commission (CSAC) are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There are three (3) joint vacancies on the Community Services Advisory Commission (CSAC). The Board of County Commissioners have reviewed the applicants and are forwarding their top three candidates for ratification by the City Council.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda and reevaluate the applications or request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15997

A RESOLUTION RATIFYING THE JOINT APPOINTMENTS OF MARY LEE, GINA LOPEZ FERGUSON, AND DANIEL MCHENRY TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

WHEREAS, the Board of County Commissioners have duly convened and selected Mary Lee, Gina Lopez Ferguson, and Daniel McHenry to serve a four-year term on the Community Services Advisory Commission (CSAC) expiring on April 30, 2029; it is now the desire of the Pueblo City Council to ratify said appointments; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The joint appointments of Mary Lee, Gina Lopez Ferguson, and Daniel McHenry to the Community Services Advisory Commission (CSAC) to serve a four-year term expiring April 30, 2029, shall be and hereby are ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: May 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-6) TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF THE ALLEY BETWEEN E.19TH STREET AND E. 20TH STREET RUNNING PARALLEL TO THE MINERAL PALACE PICKLEBALL COURTS INCLUDING ALL DIAGONAL PARKING SPACES TO HOST A PICKLEBALL TOURNAMENT

SUMMARY:

Attached is a revocable permit submitted by the Pueblo Chamber of Commerce.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND

The Pueblo Chamber of Commerce has submitted a revocable permit (REV-25-6) application requesting the use of the alley between E.19th Street and E. 20th Street running parallel to the Mineral Palace Pickleball courts including all diagonal parking spaces to host a pickleball tournament May 30, 2025, at 5:00 a.m. through 6:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their annual Chile and Frijoles Festival.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-6

RESOLUTION NO. 15998

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-6) TO THE PUEBLO CHAMBER OF COMMERCE FOR THE USE OF THE ALLEY BETWEEN E.19TH STREET AND E. 20TH STREET RUNNING PARALLEL TO THE MINERAL PALACE PICKLEBALL COURTS INCLUDING ALL DIAGONAL PARKING SPACES TO HOST A PICKLEBALL TOURNAMENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-) is authorized to be issued to the Pueblo Chamber of Commerce for the use of the alley between E.19th Street and E. 20th Street running parallel to the Mineral Palace Pickleball courts including all diagonal parking spaces to host a pickleball tournament.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **Greater Pueblo Chamber of Commerce 302 N. Santa Fe Ave Pueblo, Co., 81003 719-542-1704 3 Wren Way Pueblo, CO., 81005**
2. Permitted Area: **Alley between E. 19th Street and E. 20th Street running parallel to the Mineral Palace Pickleball courts including all diagonal parking spaces**
3. Purpose of Revocable Permit: **Closure of the alley for a Pickleball Tournament**
4. Commencement Date: **May 30, 2025** Time: **5am**
5. Ending Date: **May 30, 2025** Time: **6pm**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19
- (k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or nonuse by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

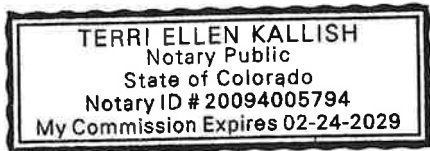
(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 12 day of May, 2025.



PERMITTEE:

Organization or Individual:
By:
Title:

Greater Pueblo Chamber of Commerce
[Signature]
President + CEO

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 12 day of May, 2025 by [Signature] as President + CEO.
My commission expires: 2/24/29

[Signature]
Notary Public

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____
Heather Graham, Mayor



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 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 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-15) TO JOHN MOSER FOR THE PURPOSE OF LANDSCAPING THE UNPAVED AREAS BETWEEN CURB AND SIDEWALK AT 2320 N. GRAND AVENUE

SUMMARY:

Attached is a revocable permit (REV 25-15) for issuance to John Moser.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

John Moser has submitted a revocable permit (REV-25-15) for the purpose of landscaping the unpaved areas between curb and sidewalk at 2320 N. Grand Avenue.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from installing the authorized improvements.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. REV-25-15

RESOLUTION NO. 15999

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-15) TO JOHN MOSER FOR THE PURPOSE OF LANDSCAPING THE UNPAVED AREAS BETWEEN CURB AND SIDEWALK AT 2320 N. GRAND AVENUE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-15) to John Moser for the purpose of landscaping the unpaved areas between curb and sidewalk at 2320 N. Grand Avenue.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

LANDSCAPING REVOCABLE PERMIT
(Section 17-4-7 Pueblo Municipal Code)

Pursuant to Section 16-9 of the Charter of the City of Pueblo ("City") the City Council of City hereby grants a revocable permit to the Permittee named herein for the sole purpose of installing and maintaining landscaping in the Permitted Area herein described, subject to and conditioned upon the provisions, covenants and conditions contained herein and Permittee's compliance therewith:

1. Permittee's name and address: **John Moser 2328 N. Grand Ave 719-251-7204**
2. Legal description and street address of real property owned by Permittee subject to Section 17-4-7 of the Pueblo Municipal Code ("Permittee's Property"): **LOTS 2 3 + 4 BLK 16 BARNOLLAR + LOWTHER and 2328 N GRAND AVE PUEBLO, CO 81003**
3. "Permitted Area" means and includes that portion of the public right-of-way adjacent to Permittee's Property shown on the attached Landscape Plan. **Unpaved areas between curb and sidewalk at 2320 N. Grand Ave.**

In consideration of the issuance and granting of this Revocable Permit, Permittee represents, warrants and agrees as follows:

1. Permittee shall within _days from date hereof install landscaping on Permittee's Property and in the Permitted Area in compliance with the Section 17-4-7 of the Pueblo Municipal Code and as shown on the attached Landscape Plan.
2. Permittee shall keep, maintain and replace the landscaping as required by Section 17-4- 7(b)(8)(b) of the Pueblo Municipal Code or any substituted provision thereof.
3. This Revocable Permit shall automatically terminate and be revoked upon the revocation or termination of this Revocable Permit by Resolution of the City Council of City. Permittee acknowledges and agrees that this Revocable Permit is temporary and subject to revocation or termination by the City Council of City for any reason, at any time, without notice to or hearing by Permittee, and Permittee waives any and all claim to any such notice and hearing.

4. Immediately upon termination of this Revocable Permit, Permittee shall

(a) remove the landscaping from the Permitted Area and no longer use the Permitted Area for any purpose;

(b) replace and relocate landscaping on Permittee's Property which meets and complies with Section 17-4-7 of the Pueblo Municipal Code or any substituted provision thereof; and

(c) meet and comply with all applicable off-street parking requirements set forth in Sections 17-4-42, 17-4-43, 17-4-44 and 17-4-45 of the Pueblo Municipal Code on Permittee's Property or other property allowed under said Sections of the Pueblo Municipal Code or any substituted provision thereof.

5. If Permittee fails for any reason to timely perform and comply with the requirements and provisions of this Revocable Permit, City, in addition to all other remedies provided by law, may revoke the certificate of occupancy for the building on Permittee's Property.
6. The covenants of this Revocable Permit shall run with Permittee's Property and shall extend to, be binding upon, and inure to the benefit of City and Permittee and their respective heirs, personal representatives, successors and assigns. This Revocable Permit will be recorded in the office of the Pueblo County Clerk and Recorder. The Permittee shall pay all fees associated with recording.
7. Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Revocable Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the landscaping in the Permitted Area, or the use of the Permitted Area by Permittee, its officers, agents, employees, invitees or general public.

Executed at Pueblo, Colorado the _____ day of _____, 20_____.

PERMITTEE:

Organization or
Individual: _____

By: _____

Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____ by
_____ as _____.

My commission expires: _____.

Notary Public

APPROVED this _____ day of _____, 20_____.
PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor





Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 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 TRANSFERRING FUNDS IN THE AMOUNT OF \$53,000 FROM PROJECT ACCOUNT HUAN01 - STREET RESURFACING INTO PROJECT NO. HUAN04 - VEHICLES AND EQUIPMENT-PUB WORKS

SUMMARY:

This Resolution transfers funds from Project HUAN01 - Street Resurfacing to Project HUAN04 - Vehicles and Equipment-Pub Works in the amount of \$53,000 for the procurement of a used mastic mixer machine and a new asphalt saw.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This transfer will facilitate the procurement of equipment to be used by the Streets Maintenance Division for repairing asphalt cracks and facilitating smaller hot mix asphalt repairs year-round.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$53,000.00 will be transferred from HUAN01 - Street Resurfacing and deposited, budgeted and appropriated into HUAN04 - Vehicles and Equipment-Pub Works.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to pass this Resolution will prevent the funds from being transferred, budgeted, and appropriated.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 16000

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$53,000 FROM PROJECT ACCOUNT HUAN01 - STREET RESURFACING INTO PROJECT NO. HUAN04 - VEHICLES AND EQUIPMENT-PUB WORKS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amounts of \$53,000.00 are hereby transferred from Project Account HUAN01 - Street Resurfacing and deposited, budgeted and appropriated into Project Account HUAN04 - Vehicles and Equipment-Pub Works.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: May 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 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: AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE PURCHASE ORDER FROM THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PO NUMBER 411038164 FOR THE ASPHALT ART AND GATEWAYS PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the 1st Amendment of the Purchase Order 411038164 from the State of Colorado, Colorado Department of Transportation ("CDOT"), relating to the Asphalt Art and Gateways Project.

PREVIOUS COUNCIL ACTION:

Ordinance 10723 (June 10, 2024), established Account Project CI2442 for Asphalt Art and Gateways Project, approved Purchase Order 411038164 for funding in the amount of \$248,300 from the State of Colorado, and budgeted and appropriated funds in the amount of \$248,300 into Account Project CI2442 - Asphalt Art and Gateways.

BACKGROUND:

The City of Pueblo applied for and was awarded a grant to install asphalt art, gateways and lighting improvements in Pueblo's Downtown and Bessemer neighborhoods. Through execution of this grant, it was determined that installation of the large overhead gateway sign over Northern Avenue was not feasible within the timeframe, nor the funding provided by the grant.

The Grant Committee approved a request from the City to amend the scope of work to remove the Northern Avenue Gateway from the project and provide an extension to October 31, 2025. This Ordinance approves the amended Purchase Order issued by the State of Colorado.

FINANCIAL IMPLICATIONS:

Ordinance No. 10723 budgeted and appropriated funds in the amount of \$248,300 in Account Project No. CI2442 - Asphalt Art and Gateways. This amendment revises the amount provided by the Purchase Order to \$132,068.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance would deny the amended Purchase Order from the State of Colorado.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 411038164-Pueblo, City of_RMS-Amendment #1-Reduce Extend Revise SOW
2. Small Dollar Grant Awards and Content
3. GRANT CERTIFICATION

ORDINANCE NO.

AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE PURCHASE ORDER FROM THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PO NUMBER 411038164 FOR THE ASPHALT ART AND GATEWAYS PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The 1st Amendment to Purchase Order No. 411038164 issued by the State of Colorado by and through the Colorado Department of Transportation (CDOT) dated April 1, 2024, and the associated terms and conditions attached hereto are hereby approved ("Amendment"). The Mayor is authorized to execute said Purchase Order for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

Funds in the amount of \$248,300 previously budgeted and appropriated for the Asphalt Art and Gateways Project is hereby amended to the amount of \$132,068 consistent with the terms of the Amendment.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- Council did not act to override the Mayor's veto.
- Ordinance re-adopted on a vote of _____, on _____
- Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

Colorado Dept of Transportation
 2829 W. Howard Place
 Denver CO 80204

DATE: 04/01/2024



Purchase Order
 State of Colorado

Buyer: Phillip Caldwell
Phone Number: 303-757-9756
Agency Contact: KAREN Rand (Peterson)
Phone Number: 970-903-0734

IMPORTANT
 The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

PO# 411038164
Award#:
BID#:



Page# 1 of 2

Vendor Master#: 2000036
Phone: 719-553-2643
Vendor Contact:

V
 E CITY OF PUEBLO
 N 150 CENTRAL MAIN STREET
 D PUEBLO CO 81003
 O
 R

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made).
2. All chemicals, equipment and materials must conform to the standards required by OSHA.
3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

Invoice

TO: CDOT DTD Business Office
 2829 W. Howard Place
 Denver CO 80204

Payment will be made by this agency

Ship

TO: * Please refer to item details for Ship-To address

Delivery/Installation Date: 10/31/2025
PO Expiration Date: 10/31/2025

SPECIAL INSTRUCTIONS

*The Small Dollar Grant Award Terms and Conditions supersede CDOT's Standard Terms and Conditions and can be found on our website:
<https://www.codot.gov/business/procurement-and-contract-services> or directly at:
https://drive.google.com/file/d/1SPHvQQpes69ghjik3Gf_aOBUoCGjBo2B/view

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	96100 24-HTD-ZB- 02681_PuebAsphaltArt&Ga twy	*** 7001	132,068.00	1.00	132,068.00

Revitalizing Main Streets Program Project
 Project Manager: Neysa Bermingham / Morgan Olsen

Amendment 1 for the Revitalizing Main Streets grant for the City of Pueblo - Asphalt Art and Gateways Project.

Amendment 1 is extending this award to 10/31/2025 and revising the SOW. Purchase order number must be shown on all invoices. The amount shown on the Purchase Order is the total grant amount awarded by CDOT and shall be the maximum amount reimbursable to the Grantee. The Grantee is responsible for the minimum 10% required local match and any overage in project cost.

Effective Date for amendment: 05/1/2025
 Project End Date: 10/31/2025 (From 07/31/25)

* Please deliver to:
 Colorado Dept of Transportation
 2829 W. Howard Place Denver CO 80204

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

DATE: 04/01/2024



Purchase Order
State of Colorado

Buyer: Phillip Caldwell
Phone Number: 303-757-9756
Agency Contact: KAREN Rand (Peterson)
Phone Number: 970-903-0734

IMPORTANT
The PO# and Line#
must appear on all
invoices, packing
slips, cartons and
correspondence

PO# 411038164
Award#:
BID#:

Vendor Master # 2000036 PHONE: 719-553-2643

SPECIAL INSTRUCTIONS

*The Small Dollar Grant Award Terms and Conditions supersede CDOT's Standard Terms and Conditions and can be found on our website:
<https://www.codot.gov/business/procurement-and-contract-services> or directly at:
https://drive.google.com/file/d/1SPHvQQpes69ghjik3Gf_aOBUoCGjBo2B/view

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00002	96100 Amendment #1-Reduce, Extend, Update SOW	*** 7001	0.010	1.00	0.01

* Please deliver to:
Colorado Dept of Transportation
2829 W Howard Pl Denver CO 80204

DOCUMENT TOTAL: 132,068.01

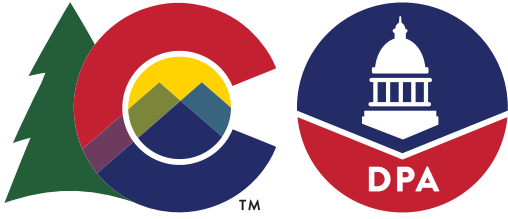
THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
<https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions>
DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature

Date

Signature not required if PO transmitted
electronically.



COLORADO

Office of the State Controller (/)

Department of Personnel & Administration

[Home \(/\)](#) [Model Small Dollar Grant Awards and Content](#)

Model Small Dollar Grant Awards and Content

State Controller Policy

Effective Date: 10/12/2023; Revised 3/27/2025

Approved by: Robert Jaros, CPA, MBA, JD, Colorado State Controller

Background

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

Available Model Small Dollar Grant Awards

The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

- Financial System Generated Small Dollar Grant Awards. This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small

Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system

- Other Approved Forms. A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.
- Backup Forms. If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in §1)a.

Modifications of Model Small Dollar Grant Awards

A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

- Exception. The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.
- Unauthorized Modifications. Except as described in §2)a., the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

Small Dollar Grant Award Exhibits and References

All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with §2), attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

- Additional information technology provisions required by OIT.
- Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.
- Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology, and Addendum 2: Additional Terms and Conditions for Federal Provisions, below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the “Agreement”) shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award (“State”) and the Subrecipient identified on the face of the Small Dollar Grant Award (“Grantee”). If this Agreement refers to Grantee’s bid or proposal, this Agreement is an ACCEPTANCE of Grantee’s OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee’s acceptance, demonstrated by Grantee’s beginning performance or written acceptance of this Agreement. Any counter-offer automatically cancels this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State’s financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.
2. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: (1) if applicable, Addendum 2: Additional Terms and Conditions for Federal Provisions, below; (2) the Small dollar Grant Award document; (3) these terms and conditions (including, if applicable, Addendum 1 below); and (4) any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee’s forms or invoices not included in this Agreement are void.
3. Changes. Once accepted in accordance with §1, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.
4. Definitions. The following terms shall be construed and interpreted as follows: (a) “Award” means an award of Federal financial assistance, and the grant setting forth the terms and conditions of that financial assistance, that a Non-Federal Entity receives or administer.;(b) “Budget” means the budget for the Work described in this Agreement; (c) “Business Day” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11- 101(1); (d) “UCC” means the Uniform Commercial Code in CRS Title 4; (e) “Effective Date” means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; (f) “Federal Award” means an award of federal financial assistance or a cost-reimbursement contract, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; (g) “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described

in 2 CFR 200.1; (h) “Grantee” means the party or parties identified as such in the Grant to which these Terms and Conditions apply. Grantee also means Subrecipient; (i) “Grant Funds” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; (j) “Matching Funds” mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; (k) “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or Subrecipient; (l) “Recipient” means the State agency identified on the face of the Small Dollar Grant Award; (m) “Subcontractor” means third parties, if any, engaged by Grantee to aid in performance of the Work; (n) “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency; (o) “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise; and (p) “Work” means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.
6. Rights to Materials. [Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively “Materials”), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.
7. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively “Grantee Records”). Grantee must collect, transmit, and store information related to this Agreement in open and machine-readable formats (2 CFR 200.336). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the “Record Retention Period”) of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe

Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, et seq. Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.
9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.
10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes.
11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in

instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.
13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.
14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.
15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date

shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are (a) reasonable and necessary to accomplish the Work, and (b) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.
17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.
18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.
19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.
20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.
21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.
22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
23. Indemnification. [Not Applicable to Inter-governmental agreements] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and

other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.
25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: \$1,000,000 each occurrence; \$1,000,000 general aggregate; \$1,000,000 products and completed operations aggregate; and \$50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of \$1,000,000 each occurrence and \$1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.
26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.
27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under §28.
28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this

Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by §27. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in §28.
30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.
31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, et seq., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, et seq. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.
32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof

when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.
34. Choice of Law, Jurisdiction and Venue. [Not Applicable to Inter-governmental agreements] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.
35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.
36. Public Contracts for Services. [Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre-employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.
38. Whistle Blower Protections. An employee of a grantee must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.
39. Accessibility. Grantee shall comply with and the Work Product provided under this PO shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by OIT pursuant to Section §24-85-103(2.4), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), in in the State of Colorado technology standards. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, et seq., C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with § 24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

Addendum 1:

Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

- A. Definitions. The following terms shall be construed and interpreted as follows: (a) "CJI" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; (b) "Incident" means any accidental or deliberate event that results in or constitutes an

imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 et seq.;

(c) “PCI” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law;

(d) “PHI” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act;

(e) “PII” means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501;

(f) “State Confidential Information” means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act;

(g) “State Fiscal Rules” means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a);

(h) “State Fiscal Year” means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year;

(i) “State Records” means any and all State data, information, and records, regardless of physical form;

(j) “Tax Information” means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and

(k) “Work Product” means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, “State Materials”). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State’s exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee’s obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to (a) its use of all Grantee and third party software licenses and rights to use any Grantee or

third party software granted under this Agreement and its attachments to which the State is a party and (b) all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement (a) entered into as exhibits or attachments to this Agreement, (b) obtained by the State from the applicable third party Grantee, or (c) in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that (a) requires the State or the State to indemnify Grantee or any other party, (b) is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or (c) is contrary to this Agreement.

- C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24- 37.5-401 through 406 and 8 CCR §1501-5 and posted at <http://oit.state.co.us/ois>, (<http://oit.state.co.us/ois>) all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.
- D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as

protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

- E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.
- F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.
- G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.
- H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted

at <http://oit.state.co.us/ois>, (<http://oit.state.co.us/ois>) to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

- I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 et seq. In addition, as set forth in §24-74-102, et seq., C.R.S., Grantee, including, but not limited to, Grantee's employees, agents and subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databased containing PII, Grantee shall execute, on behalf of itself and its employees, the Certification PII Individual Certification Form (<https://docs.google.com/document/d/169JJP9YJmpBGNF0VbgrIxJeLDGMeE4Gq/edit>) or PII Entity Certification Form (https://docs.google.com/document/d/11g8sIN07y_V93-XD39umWASeOslaYMcs/edit) on an annual basis and Grantee's duty shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such subcontractors to execute and deliver the certification to the State on an annual basis, so long as the subcontractor has access to State databases containing PII.
- J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restriction
- K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software,

databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor’s Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at [OIT Policies](http://www.oit.state.co.us/about/policies) [_ \(http://www.oit.state.co.us/about/policies\)](http://www.oit.state.co.us/about/policies) webpage. Grantee shall not allow remote access to State Records from outside the United States, including access by Grantee’s employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Grant Federal Provisions

If any part of this PO has been funded, in whole or in part, with federal funds, then following provisions shall also apply to this PO.

1. Applicability of Provisions.

1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. Definitions.

1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below. For a full list of definitions (as of October 1, 2024) under the Uniform Guidance, see 2 CFR 200.1.
 1. “Award” means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 2. “Entity” means:
 1. a non-federal entity;
 2. a non-profit organization or for-profit organization;
 3. “Executive” means an officer, managing partner or any other employee in a management position.
 4. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 5. “Grant” means the Grant to which these Federal Provisions are attached.

6. “Grantee” means the party or parties identified as such in the Grant to which these Federal provisions are attached. Grantee also means Subrecipient.
7. “Non-Federal Entity” means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
8. “Nonprofit Organization” organization, that:
 1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 2. Is not organized primarily for profit; and
 3. Uses net proceeds to maintain, improve, or expand the organization’s operations; and
 4. Is not an IHE.
9. “OMB” means the Executive Office of the President, Office of Management and Budget.
10. “Pass-through Entity” means a recipient or subrecipient that provides a Subaward to a Subrecipient (including lower tier subrecipients) to carry out part of a Federal program. The authority of the pass-through entity under this part flows through the Subaward agreements between the pass-through entity and subrecipient.
11. “Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
12. “Subaward” means an award provided by a pass-through entity to a Subrecipient to contribute to the goals and objectives of the project by carrying out part of a Federal award received by the pass-through entity. The term does not include payments to a contractor, beneficiary or participant.
13. “Subrecipient” means an entity that receives a subaward from a pass-through entity to carry out part of a Federal award. The term subrecipient does not include a beneficiary or participant. A subrecipient may also be a recipient of other Federal awards directly from a Federal agency. Subrecipient also means Grantee.
14. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov> (http://www.sam.gov);
15. “Total Compensation” means the cash and noncash dollar value an Executive earns during the entity’s preceding fiscal year. This includes all items of compensation as prescribed in 17 CFR 229.402(c)(2).
16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public

Law 110-252.

17. "Unique Entity ID" (UEI) is the universal identifier for federal financial assistance applicants, as well as recipients and their direct subrecipients (first tier subrecipients).
18. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

3. Compliance.

1. Subrecipient shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Subrecipient of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. System for Award Management (SAM) and Unique Entity ID Requirements.

1. SAM. Subrecipient must obtain a UEI but are not required to fully register in Sam.gov. Subrecipient shall maintain the currency of its information in SAM until the Subrecipient submits the final financial report required under the Award or receives final payment, whichever is later. Subrecipient shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
2. Unique Entity ID. Subrecipient shall provide its Unique Entity ID to its Recipient, and shall update Subrecipient's information at <http://www.sam.gov> (<http://www.sam.gov>) at least annually after the initial registration, and more frequently if required by changes in Subrecipient's information.

5. Total Compensation.

1. Subrecipient shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
2. The total Federal funding authorized to date under the Award is \$30,000 or more; and
3. In the preceding fiscal year, Subrecipient received:
 1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 3. The public does not have access to information about the compensation of such Executives through periodic reports

filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. Reporting.

1. Pursuant to the Transparency Act, Subrecipient shall report data elements to SAM and to the Recipient as required in this Exhibit. No direct payment shall be made to Subrecipient for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Subrecipient's obligations under this Grant.

7. Effective Date and Dollar Threshold for Reporting.

1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements.
2. The procurement standards in §9 below are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. Subrecipient Reporting Requirements.

1. Subrecipient shall report as set forth below.
 1. To Recipient. A Subrecipient shall report the following data elements in SAM for each Federal Award Identification Number (FAIN) assigned by a Federal agency to a Recipient no later than the end of the month following the month in which the Subaward was made:
 1. Subrecipient Unique Entity ID;
 2. Subrecipient Unique Entity ID if more than one electronic fund transfer (EFT) account;
 3. Subrecipient parent's organization Unique Entity ID;
 4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
 6. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip Code +4, and Congressional District.
 2. The Recipient is required to submit this information to the Federal Funding Accountability and Transparency Act Subaward Reporting System

(<http://www.frsrs.gov/>) (FSRS).

9. Procurement Standards.

1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.
2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.
3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
4. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, grants and cooperative agreements that are expected to exceed \$50,000 during the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
5. Prohibition on certain telecommunications and video surveillance equipment or services (2 CFR 200.216). Subrecipient is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

10. Access to Records.

1. A Subrecipient shall permit Recipient and its auditors to have access to Subrecipient’s records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Modification to period of performance), 2 CFR 200.337 (Access to Records) and Subpart F-Audit Requirements of the Uniform Guidance.
2. A Subrecipient must collect, transmit, and store information related to this Subaward in open and machine-readable formats (2 CFR 200.336).

11. Single Audit Requirements.

1. If a Subrecipient expends \$1,000,000 or more in Federal Awards during the Subrecipient’s fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted

for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
2. Exemption. If a Subrecipient expends less than \$1,000,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. Required Provisions for Subrecipient with Subcontractors.

1. In addition to other provisions required by the Federal Awarding Agency or the Recipient, Subrecipients shall include all of the following applicable provisions;
 1. For agreements with Subrecipients - Include the terms in the Grant Federal Provisions Exhibit (this exhibit)
 2. For contracts with Subcontractors - Include the terms in the Contract Federal Provisions Exhibit.

13. Certifications.

1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.415. Submission may be required more frequently if Subrecipient fails

to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. Exemptions.

1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
2. A Subrecipient with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

15. Event of Default and Termination.

1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

1. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
2. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
3. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety;
or
4. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award

16. Additional Federal Requirements.

1. Whistle Blower Protections

1. An employee of a subrecipient must not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (a)(2) of 41 U.S.C. 4712 information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant. The subrecipient must inform their employees in writing of employee whistleblower rights and protections under 41 U.S.C. 4712. See statutory requirements for whistleblower protections at 10 U.S.C. 4701, 41 U.S.C. 4712, 41 U.S.C. 4304, and 10 U.S.C. 4310.

State Controller Policies

- [View Policies & Guidance \(https://osc.colorado.gov/financial-operations/technical-guidance-policies\)](https://osc.colorado.gov/financial-operations/technical-guidance-policies).
- [View Contract Policies \(https://osc.colorado.gov/financial-operations/osc-policies-guidance/contract-policies\)](https://osc.colorado.gov/financial-operations/osc-policies-guidance/contract-policies).

Contact

Office of the State Controller

1525 Sherman St.

Denver, CO 80203

[Contacts \(/contact-list-directories\)](#).

[DPA Accessibility Support \(https://dpa.colorado.gov/dpa-accessibility-support\)](https://dpa.colorado.gov/dpa-accessibility-support). |

[ADA Notice \(https://dpa.colorado.gov/dpa-accessibility-support/ada-notice\)](https://dpa.colorado.gov/dpa-accessibility-support/ada-notice).

Main Units

- [Financial Operations & Reporting \(/financial-operations\)](/financial-operations).
- [State Purchasing & Contracts Office \(/spco\)](/spco).
- [CORE Operations \(/core-operations\)](/core-operations).
- [Grants \(/grants\)](/grants).
- [State Office of Risk Management \(/sorm\)](/sorm).

Quick Links

- [Central Payroll \(/financial-operations/central-payroll\)](/financial-operations/central-payroll).
- [Travel Fiscal Rule \(/financial-operations/fiscal-rules-procedures/travel-fiscal-rule\)](/financial-operations/fiscal-rules-procedures/travel-fiscal-rule).
- [Central Contracts \(/spco/ccu\)](/spco/ccu).
- [Alpha Index \(/alpha-index\)](/alpha-index).

Related Sites

[Department of Personnel & Administration \(https://dpa.colorado.gov\)](https://dpa.colorado.gov).

Public Notice to All DPA Vendors & Contractors

As of **July 1, 2024**, all digital resources provided or procured by the Department of Personnel & Administration (DPA) must meet all applicable Level A and AA success criteria of the current non-draft version of the Web Content Accessibility Guidelines (WCAG). This includes all websites, software, and other information and communication technology (ICT) created, provided, managed, or maintained by third-parties (vendors and contractors). Learn more at

[Public Notice to All DPA Vendors & Contractors \(https://dpa.colorado.gov/public-notice-to-all-dpa-vendors-contractors\)](https://dpa.colorado.gov/public-notice-to-all-dpa-vendors-contractors).

© 2025 State of Colorado | [Transparency Online \(https://data.colorado.gov/stories/s/fjyf-bdat\)](https://data.colorado.gov/stories/s/fjyf-bdat) |

[General Notices \(https://www.colorado.gov/general-notices\)](https://www.colorado.gov/general-notices).

GRANT CERTIFICATION

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Revitalizing Main Streets – Asphalt Art and Gateways

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

By: _____  _____

Date May 14, 2025

Name (print): Kelly Grisham

Title: Project Coordinator



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 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 AMENDING SECTION 9-15-5, SECTION 9-5-11, AND 9-5-14 OF THE PUEBLO MUNICIPAL CODE RELATING TO THE LICENSING OF TOBACCO RETAILERS AND PROVIDING PENALTIES THEREFORE

SUMMARY:

Attached for consideration is an Ordinance amending Sections 9-15-5 - Conditions of tobacco product retailer license, 9-15-11- Fees, and 9-15-14 – Penalties and Fines, raising the minimum age to be able to sell tobacco products to twenty-one years old and adjusting the fee, penalty and fine schedule.

PREVIOUS COUNCIL ACTION:

City Council has from time to time set and amended penalty, fines and fees regarding the licensing of tobacco retailers within the City.

BACKGROUND:

In 2012, the City of Pueblo passed a Non-Cigarette Tobacco Retailers License for business owners interested in selling non-cigarette tobacco. In 2020, this license was updated to a full tobacco license without excepting cigarettes, and clarified that electronic smoking devices are included, even if marketed as nicotine-free. In 2021, a late fee was imposed on licensees who did not renew their license in a timely manner, and the licensing fee was raised to charge a different rate between a new license and a renewal.

FINANCIAL IMPLICATIONS:

These changes could potentially increase revenue to the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this Ordinance, the tobacco licensing conditions, fees and penalties will remain the same.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 9-15-5, SECTION 9-5-11, AND 9-5-14 OF THE PUEBLO MUNICIPAL CODE RELATING TO THE LICENSING OF TOBACCO RETAILERS AND PROVIDING PENALTIES THEREFORE

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

SECTION 1.

Section 9-15-5 of the Pueblo Municipal Code is hereby amended to read as follow as follows: [brackets] indicate matter being deleted; **underscoring** indicates new matter being added.

Sec. 9-15-5. - Conditions of tobacco product retailer license.

The following conditions shall apply to the licensee:

(1) Minimum Age for Persons Handling and Selling Tobacco Products.

a. No person younger than [eighteen (18)] **twenty-one (21)** years of age while employed at a licensed premises shall sell, stock, retrieve or otherwise handle tobacco products.

(2) Minimum Sales Age. Tobacco products shall not be given, sold, distributed, dispensed, or offered for sale, to any person under twenty-one (21) years of age.

(3) Prohibition of Self-Service Displays. Licensees shall stock and display all tobacco products in a manner so as to make all such products inaccessible to customers without the assistance of a retail clerk, thereby requiring a direct face-to-face exchange of the tobacco product from an employee of the business to the customer; provided, however, this Paragraph (2) shall not apply to a licensee who is a retail tobacco store as defined in Paragraph 7-6-3(15) of the Pueblo Municipal Code and the licensee ensures that the premises are not open, or accessible to persons under twenty-one (21) years of age.

(4) Requirements of Positive Identification. No person engaged in tobacco product retailing shall sell or transfer a tobacco product to another person without first examining the identification of the recipient to confirm that the recipient is at least twenty-one (21) years of age.

SECTION 2.

Section 9-5-11 of the Pueblo Municipal Code is hereby amended to read as follow as follows: [brackets] indicate matter being deleted; **underscoring** indicates new matter being added.

Sec. 9-15-11. - Fees.

(a) All applicants shall pay the following fees in advance:

(1) For a new tobacco product retailer license, **five hundred dollars (\$500.00)**

[two hundred dollars (\$200.00)];

(2) For renewal of a tobacco product retailer license, **four hundred dollars (\$400.00)** [one hundred dollars (\$100.00)];

(3) For late renewal of a tobacco product retailer license, **fifty dollars (\$50.00)** [thirty dollars (\$30.00)]. Such late fee shall be in addition to the renewal fee.

(b) Fees are nonrefundable except as may be required by law.

(c) No fee previously paid by a licensee in connection with the application shall be refunded if such license is suspended or revoked.

SECTION 3.

Section 9-5-14 of the Pueblo Municipal Code is hereby amended to read as follow as follows: [brackets] indicate matter being deleted; **underscoring** indicates new matter being added.

Sec. 9-15-14. - Penalties and fines.

(a) Licensees: Penalties and Fines. In addition to any other penalty authorized by law, and if the Hearing Officer determines based on a preponderance of the evidence that the licensee, or any of the licensee's agents or employees, has violated any of the requirements, conditions or prohibitions of this Chapter, or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law relating to the sale of tobacco to persons under the age of twenty-one (21), including but not limited to Sections 18-13-121 and 24-35-503, C.R.S., the Hearing Officer may consider the following non-binding guidelines in determining the sanctions to be imposed upon a licensee as follows:

(1) One (1) violation within three (3) years: a civil penalty of **seven hundred fifty dollars (\$750.00)** [three hundred dollars (\$300.00)].

(2) Two (2) violations within three (3) years: a civil penalty of **one thousand, five hundred dollars (\$1,500.00)** [six hundred dollars (\$600.00)] and suspension of the license for seven (7) days.

(3) Three (3) violations within three (3) years: a civil penalty of **three thousand dollars (\$3,000.00)** [nine hundred dollars (\$900.00)] and a minimum thirty (30) days suspension of the license.

(4) Four (4) violations within three (3) years: a civil penalty of **six thousand dollars (\$6,000.00)** [one thousand dollars (\$1,000.00)] and revocation of the license.

The actual sanction imposed upon a licensee for any violation may vary from the above-stated guidelines when warranted by the specific facts and circumstances of the case.

(b) After the effective date of this Chapter, it shall be unlawful and a Class 1 municipal offense for any tobacco product retailer to sell a tobacco product without a license as mandated under this Chapter, or with a suspended or revoked license. In addition, the Hearing Officer may impose civil penalties of up to five hundred dollars (\$500.00) for

each separate tobacco product sold during the period of noncompliance with this Chapter.

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective thirty (30) days after final action by the Mayor.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____, 2025.

Final adoption of Ordinance by City Council on _____, 2025.

APPROVED _____

President of City Council

Action by the Mayor:

Approved on _____, 2025.

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 _____ to _____, on _____

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

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Action Item**

COUNCIL MEETING DATE: May 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 AWARDDING AND APPROVING A SHELTER OPERATIONS AND FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SAFESIDE FOUNDATION, A COLORADO NON-PROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves an agreement for Shelter Operations and use of the facilities located at 710 West 4th, and 728 West 4th, also known as the Pueblo Shelter Campus.

PREVIOUS COUNCIL ACTION:

Project HS2480 was established by Ordinance 10818 in October 2024 by transferring \$200,000.00 from Project HO2460 to fund operations of the homeless shelter located at 728 W 4th Street and the shelter located at 710 W. 4th Street.

Ordinance 10925 was passed in April 2025, adding an additional \$464,847.70 to this account to fund operations through December 31, 2025.

BACKGROUND:

On October 2, 2024, the Pueblo Rescue Mission notified the City and other community partners of its intention to dissolve and cease operations no later than December 31, 2024. To avoid the dire consequences associated with the immediate closure of the Pueblo Rescue Mission, the City took ownership of 710 W. 4th Street and 728 W. 4th Street (collectively the "Pueblo Shelter Campus"). After taking over the shelter operations, the City contracted with SafeSide Recovery to provide temporary shelter services until a permanent provider could be identified.

The City solicited proposals (Bid No. 25-007) in February 2025, to identify a Shelter

Operator. There was one proposal that met the minimum criteria. That proposal was evaluated, and SafeSide Foundation was selected as the Shelter Operator.

FINANCIAL IMPLICATIONS:

The project budget will be funded from:

Project HS2480 in the amount not to exceed \$319,248.00 for the months of July – December, 2025.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Denying this Resolution will result in the readvertising for proposals for this Project or identifying a different shelter operations model.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FINAL Rob Miller Signed -Pueblo_Shelter_Operations_Agreement w- ALL EXHIBITS (as uploaded)

ORDINANCE NO.

AN ORDINANCE AWARDING AND APPROVING A SHELTER OPERATIONS AND FACILITY USE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SAFESIDE FOUNDATION, A COLORADO NON-PROFIT CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, there exists a need for the operation of a permanent homeless shelter in the City of Pueblo; and

WHEREAS, there exists a need to provide basis services to, and protect the health and safety of the unhoused population in the City of Pueblo; and

WHEREAS, the City of Pueblo owns the real property located at 710 W. 4th Street and 728 W. 4th Street and desires these properties to be used for such purposes; and

WHEREAS, proposals for Project No. 25-007, Shelter Operator, have been received and examined; and

WHEREAS, SafeSide Foundation has been selected to provide Shelter Operator Services for said Project; Now, THEREFORE,

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

SECTION 1.

The Shelter Operations and Facility Use Agreement, to provide Shelter Operations, 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 a Shelter Operations and Facility Use Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

SHELTER OPERATIONS AND FACILITY USE AGREEMENT

This Shelter Operations and Facility Use Agreement (the “Agreement”) is entered into this 9th day of June, 2025, by and between the City of Pueblo, a Colorado municipal corporation (the “City”), and SafeSide Foundation, a Colorado nonprofit corporation (“SafeSide”). The City and SafeSide may be referred to collectively as the “Parties.”

RECITALS

WHEREAS, addressing homelessness in Pueblo with shelter and services is a top priority for the City;

WHEREAS, the City sought a shelter operator to manage a dignified residential program to support persons experiencing homelessness and help them successfully transition to stable housing;

WHEREAS, the City owns the real property located at 710 W. 4th Street, Pueblo, Colorado (“710 Property”) and 728 W. 4th Street, Pueblo, Colorado (“728 Property”), which may be collectively referred to as the “Properties”; and

WHEREAS, the City desires to lease a portion of the 710 Property and the entire 728 Property to SafeSide to be used as a homeless shelter facility and for SafeSide to manage, operate, and maintain the Properties; and

WHEREAS, the City desires to expand the shelter to include Non-congregate Shelter Modular Units and have SafeSide manage the Non-congregate Shelter Modular Units as part of the overall shelter program; and

WHEREAS, the City desires to engage SafeSide to provide the unhoused population of Pueblo with access to overnight shelter, meals, various support services, case navigation, and other assistance programs; and

WHEREAS, SafeSide has represented it is fully qualified, and has the knowledge, experience, and financial ability to manage the Properties and provide the services sought by the City.

NOW THEREFORE, the Parties agree as follows:

TERMS AND CONDITIONS

Section 1 - Definitions.

As used herein, the following words and phrases shall have the following meanings:

- (a) “Leased Premises” means and includes the entirety of 728 W. 4th Street and that portion of 710 W. 4th Street outlined and identified in Exhibit A attached hereto.

- (b) “Emergency Shelter” means a temporary facility providing overnight accommodation and support services for individuals experiencing homelessness when there exists a weather emergency, Emergency Shelter Declaration, or when temperatures dip below thirty degrees (30°) Fahrenheit or increase above one hundred degrees (100°) Fahrenheit.
- (c) “Non-congregate Modular Shelter Units” means temporary accommodations where individuals or families experiencing homelessness have their own private space separate from the communal shelter environment.
- (d) “SafeSide Property” means property owned by SafeSide, including the items listed in Exhibit B hereto (“Premises Property”) and any items purchased by SafeSide or its subcontractors (“Purchased Property”).
- (e) “City Property” means capital improvements, fixtures, and equipment installed in the Leased Premises or provided by the City for use on the Leased Premises.

Section 2 – Exhibits to Agreement.

- Exhibit A: Leased Premises and adjacent properties
- Exhibit B: Premises Property
- Exhibit C: Certificate of Insurance
- Exhibit D: PERA Questionnaire

Section 3 - Term and Option Period.

3.1 Initial Term. The Initial Term of this Agreement shall commence on June 1, 2025, and expire on December 31, 2025.

3.2 Option Period. The Parties may by written mutual agreement and subject to appropriation of sufficient funds by the Pueblo City Council, extend this Agreement for an additional twelve-month period from January 1, 2026, through December 31, 2026. Thereafter, the Parties may by written mutual agreement extend the term of this Agreement for successive one-year periods beginning on January 1 of each year with each successive term subject to annual appropriation of sufficient funds by the Pueblo City Council.

Section 4 -- Compensation, Invoicing and Payments

4.1 The City shall compensate SafeSide in an amount not to exceed \$53,208.00 per calendar month for services performed under this Agreement. The City shall not be liable to SafeSide for any services or work performed beyond the scope of this Agreement. SafeSide shall submit monthly invoices no later than the 10th day of each month. The City shall prepay SafeSide for the first month of services on June 1, 2025. Thereafter, the City will prepay SafeSide for services to be performed in a given month on the first day of each month provided the City has received an invoice for such services from SafeSide by the 10th day of the preceding month.

4.2 City funds shall be used only for direct operational expenses. City funds shall not be used for capital improvements or fundraising overhead. The City may offset any payments

owed to SafeSide by amounts due to the City, including but not limited to any funds used contrary to the Agreement, unpaid sales tax or municipal fees, or any costs enumerated in paragraph 4.3 directly below; provided, however, that the City must provide seven (7) days prior notice of any such offset, along with an explanation of the basis for the offset. The Parties shall work in good faith to resolve any related issues during such seven (7) day notice period and the City may only offset if the issue is not resolved during such period.

4.3 The City may offset and deduct from any monthly payments due to SafeSide any amounts it is required to pay for expenses that are otherwise SafeSide's obligation pursuant to this Agreement including but not limited to salaries, employee benefits, and insurance premiums.

Section 5 -- Facilities, Property, Maintenance, and Utilities

5.1 **Facilities:** City grants to SafeSide as an independent contractor the exclusive right to occupy, use, and operate the Leased Premises subject to the terms and conditions of this Agreement.

5.2 **Shared Use:** The City may allow SafeSide to use other areas of 710 W. 4th Street (i.e. the areas outside the Leased Premises) to support the mission of the shelter program. The City or SafeSide, with the City's prior written consent, may use the other areas of 710 W. 4th Street for activities including but not be limited to health care pop-up clinics, group therapy sessions, or resource sharing events. Such allowed use shall be at the City's sole and absolute discretion. Notwithstanding the foregoing, the City retains the exclusive right to lease space within 710 W. 4th Street to third-parties. Such shared space is outlined in Exhibit A.

5.3 **Right to Enter and Inspect:** The City shall have the right to enter the Leased Premises without notice to SafeSide to inspect the Leased Premises, to perform maintenance or repairs, and to carry out any other action of the City.

5.4 The City shall pay for water, wastewater, electricity, gas, and trash. All other utilities shall be paid at SafeSide's sole expense.

5.5 All City Property shall remain the property of the City and shall be returned to the City upon termination or expiration of this Agreement. SafeSide shall confirm that all City Property, excluding capital improvements and fixtures, is tagged within one (1) month of signing this Agreement. SafeSide is responsible for maintaining and returning all City Property in good working condition, less reasonable wear and tear, upon termination of this Agreement. Upon termination of this Agreement, SafeSide will leave the Premises Property at the Leased Premises and will transfer the Premises Property to the City or an entity identified by the City; provided, that SafeSide shall retain the Purchased Property following termination.

5.6 SafeSide shall not make any improvements or alterations to the Leased Premises without the express written consent of the City. Any capital improvements fixtures, and

equipment installed in the Leased Premises shall become the property of the City upon termination of this Agreement, unless otherwise agreed to in a signed writing.

5.7 SafeSide shall not remove any improvements, fixtures, equipment, or City Property from the Leased Premises without the express written consent of the City. SafeSide shall operate and maintain, at its own expense, all equipment. ALL CITY PROPERTY PROVIDED TO SAFESIDE AS SET FORTH IN IS ON AN “AS IS” “WITH ALL FAULTS” BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE CITY PROPERTY FOR ANY PARTICULAR USE OR PURPOSE. SafeSide is hereby advised that SafeSide shall be solely responsible for personally inspecting the City Property before execution of this Agreement and any use of the City Property. SafeSide’s execution of this Agreement and use of the City Property shall constitute an expressed acknowledgement by SafeSide that the City Property is safe and adequate for SafeSide’s intended and permitted use.

5.8 SafeSide shall have exclusive control of the City Property during the pendency of this Agreement, subject to the City’s rights, and shall be responsible for all City Property and for adequate safeguard for the protection of SafeSide, its employees, agents, independent contractors, subcontractors, and representatives, and persons engaged in any activity on the Leased Premises. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to replace the City Property, or to keep or maintain the City Property in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance, repair, and/or replacement.

5.9 City shall be responsible for all major maintenance, repair, and replacement of the plumbing system, roof, electrical system, parking lot, building exterior, and cooling system for the Leased Premises. SafeSide shall be responsible for routine and minor repairs and maintenance, which are defined as any repairs or maintenance with a dollar value of five hundred dollars (\$500.00) or less, including but not limited to the changing of light bulbs and the interior cleaning and upkeep of restrooms, bedrooms, and common areas.

5.10 City will maintain the area outside of the Leased Premises, including maintenance of the landscaping, building facades and snow removal on walkways leading to the entrance of the Leased Premises. However, snow removal within five (5) feet of the entrance to the Leased Premises will be the responsibility of SafeSide.

Section 6 – Proposed Modular Shelter Units

6.1 The City is contemplating the installation of two modular buildings with up to four dwelling units each to be used for non-congregate sheltering. If installed by the City, the modular units shall be operated by SafeSide as part of the shelter system.

6.2 The City shall furnish the units and maintain utilities. SafeSide shall manage day-to-day operations and assign residents to the units in accordance with approved operational plans.

Section 7 – SafeSide’s Obligations.

7.1 SafeSide shall make the Leased Premises available to the unhoused population for use as a temporary shelter three hundred and sixty-five (365) days a year and provide such services that are customarily associated with a homeless shelter as set forth herein. SafeSide shall open the Emergency Shelter during weather emergencies, Emergency Shelter Declarations, or when temperatures dip below thirty degrees (30°) Fahrenheit or increase above one hundred degrees (100°) Fahrenheit.

7.2 Minimum Bed Capacity and Shelter Responsibilities

7.2.1 SafeSide shall manage the day-to-day shelter operations with a minimum of 92 beds at the 728 Property.

7.2.2 SafeSide shall manage the operation of the Emergency Shelter located at the 710 Property with a minimum of 51 available beds.

7.2.3 Should the City install Non-congregate Modular Shelter Units “Units”, SafeSide shall manage the operation of the Units.

7.2.4 For each of the shelter types set forth in the preceding paragraphs within the Leased Premises, SafeSide shall hire, supervise, train, and schedule all employees and subcontractors needed and required for the efficient operation, maintenance, and management of the same, including but not limited to the following services:

- (a) all sanitary, cleaning, pest removal, and janitorial services,
- (b) certified food services,
- (c) security, and
- (d) overnight shift coverage.

7.2.5 SafeSide shall provide prompt, courteous, and respectful service. SafeSide shall provide reasonable accommodations for overnight residents with disabilities as required by local, state and federal law.

7.2.6 Shelter staff shall utilize strong partnerships with community organizations that deal frequently with chronically homeless individuals (i.e., homeless outreach programs, law enforcement, mental health providers, hospitals) to identify potential participants.

7.2.7 SafeSide shall serve a variety of individuals and families, when appropriate space is available, who may otherwise not be able to access existing shelter facilities due to extensive behavioral health challenges, opioid use disorder,

substance abuse disorder, mental health conditions, medical issues, provided that SafeSide may refer individuals to other resources in the event their needs exceed what SafeSide is able to reasonably support.

7.2.8 SafeSide shall make reasonable efforts to communicate with community partners directly about shelter services, criteria, and how to access services so that information is also readily available to potential participants.

7.2.9 SafeSide shall provide onsite security and develop a plan to mitigate any potential impacts to the surrounding neighborhoods, while ensuring a high-level of safety for program participants and support staff.

7.2.10 SafeSide shall immediately notify the City by phone of serious incidents, including physical injuries, misconduct, property damage, trespass, security breaches, claims, or police intervention on the Leased Premises. Written incident reports must be submitted to the City within 24 hours of the incident.

7.2.11 Comply strictly with all applicable federal, state, and local laws, rules, and regulations.

7.2.12 SafeSide shall operate and manage the Leased Premises as a public facility for the use and benefit of the public on a fair, equal, and nondiscriminatory basis without preferential treatment to any individual, group, or entity. SafeSide will meet and comply with the nondiscrimination and equal employment requirements of Section 1-8-4 of the Pueblo Municipal Code and state and federal law, which are incorporated herein by reference. SafeSide specifically agrees that no person shall be denied or refused services or other full or equal use of the Leased Premises, nor denied employment opportunities by SafeSide as a result of race, creed, color, sex, sexual orientation, age, national origin, ancestry, or disability. SafeSide's failure to comply with this section shall constitute a material breach for which City may immediately terminate this Agreement and at which time SafeSide will provide a full refund of the most recent monies paid by City to SafeSide.

7.2.13 To the extent the Americans With Disabilities Act of 1990, (42 U.S.C. § 12101, et. seq.) (the "ADA"), the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (the "RA") or any other federal or state law requires that special accommodation be made for any person with a disability, including any person with a hearing impairment, in order for such person to attend, enjoy or participate in any program, activity, public performance, or other use of Leased Premises undertaken by SafeSide under this Agreement, SafeSide shall at its sole cost and expense furnish such special accommodations, and fully comply with the requirements of the ADA, RA, or other federal or state law. Should a pre-existing condition of the Leased Premises be found by City to not be ADA compliant, SafeSide will not be responsible for the cost of updating or retrofitting to ADA requirements.

7.2.14 Keep all portions of the sidewalks, entrances, passages, vestibules, halls, and all ways of access to public areas of the Leased Premises unobstructed and not use such areas for any purpose other than ingress and egress to and from the Leased Premises and public areas. The doors, stairways, or openings into the Leased Premises, including hallways, corridors, passageways, and house lighting attachments, shall not be obstructed by SafeSide.

7.2.15 Provided funding is available, SafeSide shall increase services over the first three years to include services such as case management, job placement, job training, street outreach, rapid rehousing, supportive services, and resource linkage and connect to other community support networks.

Section 8 – Staffing and Training

8.1 SafeSide shall hire, supervise, train, and schedule all employees and subcontractors needed and required for the efficient operation, maintenance, and management of the Leased Premises and operation of the shelter program. It is expressly understood and agreed that all employees hired by SafeSide shall be the employees of SafeSide, and there shall be no contractual obligations or employer-employee relationship between the City and such employees. SafeSide shall provide all workers' compensation insurance for its employees in accordance with the laws of the State of Colorado and furnish City with satisfactory proof that such insurance is in effect.

8.2 Minimum staffing shall include one on-site supervisor per shift.

8.3 Staff preparing food must hold current food handler certifications required per Pueblo Department of Public Health standards, as well as all applicable local, state, and federal guidelines.

8.4 All staff shall complete training on trauma-informed care, de-escalation, and shelter safety. Volunteers shall also complete training appropriate to their work/role.

8.5 The City may impose additional reasonable training requirements by providing thirty (30) days prior written notice to SafeSide.

Section 9 – Performance Metrics and Reporting

9.1 SafeSide is required to utilize the Homeless Management Information System to track nightly stays. SafeSide will be required to track HMIS information as requested by the Local Regional Facilitator for Coordinated Entry, or the HMIS Administrator in a minimum of two categories:

1. Individuals that are utilizing the residency program and are “referral ready” for permanent housing; and
2. Individuals utilizing the Emergency Shelter

9.2 Additionally, SafeSide will be required to participate in the Continuum of Care Coordinated Entry system. Currently, the Local Regional Facilitator for Coordinated Entry is Health Solutions and the HMIS Administrator is the Department of Local Affairs, Division of Housing.

9.3 SafeSide shall provide the following reports with frequencies as specified:

Performance Metric	Reporting Frequency
Total occupancy rate	Monthly, or as requested
Average length of stay	Weekly
Number of people who return to unsheltered homelessness	Monthly, or as requested
Number of people successfully placed into transitional or permanent housing	Weekly Monthly, or as requested
Total unique households served	Monthly, or as requested
Healthcare services rendered - wound care, infusion therapy, oxygen therapy	Monthly, or as requested
Operational and financial reports	Monthly
Outcome Evaluations	Quarterly
Impact Summaries	Annually

Section 10 – Fundraising and Sustainability

10.1 SafeSide shall diligently pursue fundraising opportunities to reduce its dependence on City funding, increase its independence, and secure the long-term sustainability of the shelter services. In addition, SafeSide shall increase services over the first three years through its fundraising efforts to include services such as case management, job placement, job training, street outreach, rapid rehousing, supportive services, and resource linkage and connect to other community support networks.

10.2 SafeSide shall submit monthly updates on all fundraising activity including a summary of activity and revenues generated for that month as well as cumulative total of

revenues generated throughout the term of this Agreement.

10.3 Fundraising goals are not mandatory but will be monitored for long-term viability of shelter services. Contract renewals may be dependent on sufficient fundraising activities, which reduce the City's required contribution to the shelter.

10.4 City will cooperate with SafeSide in its fundraising efforts. City and SafeSide will work together to determine which should apply for two large operational grants, the Division of Housing Homeless Resolution Grant and the City of Pueblo Community Development Block Grant. To ensure long-term sustainability of the shelter program, the City reserves the right to apply for these grants as a pass-through and subgrant the funds to SafeSide.

Section 11 – Insurance and Indemnification

11.1 SafeSide shall maintain general liability, automobile liability, and worker's compensation insurance policies meeting the minimum requirements below:

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

11.1.2 Comprehensive Automobile Liability Insurance. SafeSide 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 SafeSide 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 SafeSide.

11.1.3 Workers' Compensation Insurance. Worker's 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.

11.1.4 Professional Liability Insurance. If any licensed professionals are engaged in the performance of SafeSide's obligations under this Agreement, professional liability insurance with coverage of not less than \$1,000,000 must be provided in a form and with a deductible acceptable to City.

11.2 SafeSide forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against City and its officers, employees, agents, and independent contractors ("Released Parties") in any court or tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that SafeSide may suffer, related to or caused by the Released Parties which are in any way related to the Leased Premises, shelter program, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties; provided, however, that the foregoing release and waiver shall not apply to claims arising out of or relating to the Released Parties' gross negligence, willful misconduct or breach of this Agreement.

11.3 SafeSide shall not file, pursue, or prosecute any suit, action, or proceeding, in law or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that SafeSide may suffer related to or caused by the Released Parties which are in any way related to the Leased Premises, shelter program, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties; provided, however, that the foregoing covenant shall not apply to claims arising out of or relating to the Released Parties' gross negligence, willful misconduct or breach of this Agreement.

11.4 SafeSide shall indemnify, defend, and hold harmless the Released Parties against any liability for any damages, attorneys fees, and restitution that may be imposed by any court or tribunal in any suit, action, or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that SafeSide may suffer, related to or caused by the Released Parties which are in any way related to the Leased Premises or this Agreement, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties; except to the extent such liability arises out of or relates to the Released Parties' gross negligence, willful misconduct or breach of this Agreement.

11.5 The City assumes no responsibility whatsoever for any SafeSide Property placed in the Lease Premises or used in the shelter program, and City is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to person or property that may be sustained by reason of the occupancy or use of the Leased Premises or provision of shelter services by SafeSide. SafeSide assumes all risk of loss, injury, or damage to such property.

Section 12 -- Taxes

12.1 SafeSide shall pay at its sole cost, before same becomes delinquent, all sales, use, and other taxes on the business or Leased Premises, excluding property taxes. It is SafeSide's sole responsibility to determine its tax obligations and to apply for any applicable tax exemptions. The City is not responsible for providing assistance in obtaining any tax exemption.

Section 13 – Licensing and Inspection

13.1 SafeSide shall obtain and maintain all applicable licenses including but not limited to a business license from the City of Pueblo in good standing as required by City ordinances throughout the term of this Agreement. SafeSide shall obtain and pass all required inspections by the City, Fire Department, Regional Building, the Pueblo Department of Health and Environment and any other regulatory agency necessary to occupy the Leased Premises and operate the shelter program.

Section 14 – Contact Persons and Notices

14.1 SafeSide shall designate two people (the primary contact and an alternate) responsible for the project under this contract. The names, addresses, and telephone numbers of such person(s) shall be provided to the City and shall be kept current at all times.

14.2 Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if hand-delivered or sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the following address or at such other address as may be subsequently furnished in writing to the other party:

If to City:
Mayor
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

With an additional copy to:
City Attorney
City of Pueblo
1 City Hall Place

Pueblo, Colorado 81003

If to SafeSide:

Rob Miller
SafeSide Foundation
11355 W. 33rd Avenue
Wheat Ridge, CO 80033

Section 15 – Termination for Cause or Convenience

15.1 This Agreement may be terminated by either party for cause. If either party is in default hereunder, the non-defaulting party shall provide written notice describing the default to the defaulting party. If the defaulting party does not correct such default within twenty-one (21) days after receipt of said notice, or if the default cannot be corrected within said twenty-one (21) day period and the defaulting party fails to commence action to correct within said period and thereafter diligently pursue corrective action, the non-defaulting party may terminate this Agreement upon an addition seven (7) days notice to the defaulting party.

15.2 Notwithstanding the foregoing, either party may terminate this Agreement without cause by giving at least one hundred twenty (120) days prior written notice to the other party, specifying the date of termination.

15.3 In the event any portion of the Leased Premises is not vacated at the end of the term of this Agreement, City shall be and is hereby authorized to remove from the Leased Premises, at the expense of SafeSide, all SafeSide's goods and property of any kind or description which may be located in any portion of the Leased Premises, and City shall not be liable for any damage to or loss of such goods or property sustained either during the removal or storage of same and the City is hereby expressly released from any and all claims for such loss or damage. Upon termination of this Agreement, SafeSide will deliver to the City the Leased Premises in as good condition and repair, as the same shall be found at the beginning of the term of this Agreement.

15.4 Termination of this Agreement for cause shall not relieve SafeSide of liability for damages caused by its default or breach of this Agreement. The City reserves the right to seek all legal remedies available to it.

Section 16 – Compliance with Immigration Reform and Control Act of 1986

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

Section 17 -- Miscellaneous

17.1 THE LEASED PREMISES IS PROVIDED ON AN "AS IS" "WITH ALL ITS FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE LEASED PREMISES FOR SAFESIDE'S USE, PROGRAMS, OR FOR ANY PARTICULAR USE OR PURPOSE. Accordingly, SafeSide is hereby advised that it shall be solely responsible for personally inspecting the Leased Premises before execution of this Agreement and commencement of any use. SafeSide's execution of this Agreement or commencement of any use shall constitute an expressed acknowledgement by SafeSide that the Leased Premises is safe and adequate for its permitted use. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to keep or maintain the Leased Premises in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance and repair, provided the Leased Premises must at all times be maintained by Landlord in reasonable order and repair and the City shall be responsible for major maintenance items as specified in Section 5.9.

17.2 Additional Documents. The parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

17.3 Force Majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, pandemics, fires, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulations, orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

17.4 Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

17.5 Section Captions. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

17.6 Integrations, Severability, Amendment, and Counterparts. This Agreement represents the entire agreement between the parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

17.7 No Third Party Beneficiaries; No Waiver of Immunities. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

17.8 Waiver of Breach. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

17.9 Authority of Signers. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

17.10 Attorney's Fees and Costs of Collections. In the event that it becomes necessary for the City to bring any action or proceeding to collect unpaid damages, fees, costs, or other sums due under this Agreement, to enforce any provision of this Agreement, to recover damages for SafeSide's breach of this Agreement, or to seek specific performance of this Agreement, the City shall be entitled to collect its reasonable attorneys fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding.

17.11 Relationship. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or joint venture between the parties, or to create any agency or partner relationship between the parties. Neither party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Agreement.

17.12 Assignment. This Agreement shall not be assigned by SafeSide without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion. Notwithstanding the foregoing, SafeSide may subcontract certain services to third parties with the prior written consent of the City, which shall not be unreasonably withheld, , provided that SafeSide shall remain responsible for the acts and omissions of any such subcontractors.

17.13 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.

17.14 Certain Provisions Survive Expiration of Term and Termination. The provisions of this Agreement pertaining to indemnification, releases, covenants not to sue, and liability, shall survive both the expiration of the term of this Agreement and termination of this Agreement, and such terms shall continue in effect for a period of five years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

17.15 No Multi-Fiscal Year Obligation on City. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial

obligation of City which may arise under this Agreement in any fiscal year, 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.

17.16 Prior Agreements Between the Parties. Upon execution of this Agreement, all prior agreements between the City and SafeSide, except for the lease dated April 1, 2024, as amended, for the two designated offices within 710W. 4th Street, G, Pueblo, Colorado (“Suite G Lease”), shall be terminated and be of no further force and effect.

17.17 Electronic Signatures. 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.

Executed the day and year first above written.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

SAFESIDE FOUNDATION.
A COLORADO NON-PROFIT CORPORATION

By _____
Heather Graham, Mayor

By Rob D. Miller
Name Rob D. Miller
Title Treasurer/Board Member

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

LEASED PREMISES

- LOTS 2 + 3 BLK 24 STATE ADD LOTS 26, 27, 28 + 29 BLK 3 THATCHER + GAST SUB FORMERLY #05-361-21-002 + 05-362-05-009 (Eastern Wing Only)

Commonly known as: 710 W. 4th Street, Pueblo, CO 81003 (Eastern wing only as outlined in blue on the attached map.)

- LOTS 18-24 BLK 3 THATCHER + GAST SUB FORMERLY 05-362-05-007, -013, -018, -019 (In its Entirety)

Commonly known as 728 W. 4th Street, Pueblo CO 81003 (in its entirety as outlined in red on the attached map)

[See map/diagram attached.]

EXHIBIT A – Leased Premises (Exclusive Use)

710 W. 4th Street

The eastern “wing” of the building shaded in blue is included in the leased premises (~3,800 SF) under the exclusive occupancy, use, and operation provisions in Paragraph 5.1 of the Agreement. (Use and occupancy of rest of the building is addressed under the shared use provisions in Paragraph 5.2 of the Agreement.)



EXHIBIT A – Leased Premises (Exclusive Use)

728 W. 4th Street

The entirety of the building shaded in red is included in the leased premises (~6,700 SF) and addressed under the exclusive occupancy, use, and operation provisions in Paragraph 5.1 of the Agreement.



EXHIBIT A – Proposed Non-Congregate Shelter Site

The area shaded in green is the proposed site for the installation of the non-congregate shelter units discussed within Section 6 of the Agreement.



EXHIBIT B

PREMISES/PURCHASED PROPERTY

[See attached.]

Premises Property 05/21/25

728 Building

Men's dorm

Bunks	29
Lockers	66
Large locking cabinet	2
Rolling Carts	2

Main day hall

Folding tables	4
Folding chairs	32
TV	1
Microwave	1
Shelves	4
Coffee machine	2
Cell phone charge & lock	1

Front office

Four drawer File Cabinette	1
Desks	3
mini fridge	2
Rolling clothing racks	3
Printer - Canon leased	1
Computer	2
Office chairs	4
Wireless phone handsets	3
Security monitoing TV	2
shredder	1
safe	1

Ladies Dorm

Beds	14
Lockers	24
Washers	2
Dryers	3
Large Freezer	2
Four drawer file cabinette	8
Camera monitoring system	1
Food Storage/Pantry Racks	5

Ladies day hall

Folding tables	4
Folding chairs	12
Shelves	2
Rolling clothing racks	3
Large locking cabinette	1
Metal detector	1
TV	1
mini fridge	3

710 Building

Warming Shelter

Beds/bunks	22
Cots	29
Metal detector	1
TV	1
Tables	2
Trash bins	12
Desk	1

Drop-in Center

Laptop lenova	1
Pepsi Frig	1
Ping Pong table	1
Chairs	26
Tables	8
Desk	2
Popcorn Maker	1
Micro wave	2
Coffee Maker	1
Guitars	3
Grill	1
Large locking cabinette	1
3 drawer lateral file	1
Shelves	1
2 drawer file	1
Desk chairs	2

Suites D, J, K

Wire shelves	8
Conference table	1
Outside benches	3
Ice Maker	1
Frig	1
Washer	1
Dryer	1

Vehicles

2024 Kia Carnival VIN KNDNB4H32R6303572

Security monitoring TV	1
cots	7
mattresses	4
microwave	1

Ladies Dorm Utility Closet

Industrial Freezer	1
Residential Freezer	1
Security System	1
Handcart	1
kobalt Tool/Work Bench	1
Tools: DeWalt Drill	2
Tools: Craftsman Wrench Set (1
Tools: Kobalt bit box	1
Tools: Industrial drain snake	1
Tools: Floorfan/dryer	1
Tools: DeWalt wet Vac	1
CPU/Comcast	1
Box of Tools	1
Washer	1
Dryer	

Case Manager/Back office

HP Computer	1
postage printer	1
Desk	1
Lateral file	1
Four drawer file cabinette	1
Two drawer file cabinette	1
Shelves	1
Chairs	2
mini fridge	1

Kitchen

Gas Stove	1
Lateral fridge/prep station	2
Large fridge	2
Ice machine	1
Microwave	1
Deep fryer	1
Rolling rack	2
Storage rack	1
stainless steel tables	4
stainless steel sinks	4

Utility Closet

Buckets	2
Mops	4
Storage rack	1

Purchased Property 05/21/25

710 Suite G

Printer - HP 8010	1
Staff personal property	
Staff personal laptops	
Toyota Sienna 2012	1

EXHIBIT C

CERTIFICATE OF INSURANCE

[See attached.]



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/20/2025

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 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 Leavitt Coastal Valley Insurance Services, Inc License #0598871 204 E. Enos Dr Suite B Santa Maria CA 93454	CONTACT NAME: Carmen Trejo PHONE (A/C, No, Ext): (805) 925-8607 E-MAIL ADDRESS: carmen-trejo@leavitt.com	FAX (A/C, No): (805) 928-7210
	INSURER(S) AFFORDING COVERAGE	
INSURED Life Continues LLC; SafeSide Foundation 710 W 4th St 728 W 4th St Pueblo CO 81003	INSURER A: Underwriters at Lloyd's, London NAIC # 15792	
	INSURER B: Wesco Insurance Company 25011	
	INSURER C: Pinnacle Assurance 41190	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25/26 Pueblo **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			PRO-001881-25	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 2,500 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 ABUSE & MISCONDUCT \$ 1M / 2M
	B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			WPP205256301	8/28/2024	8/28/2025
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	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	4258392	5/13/2025	5/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	PROFESSIONAL LIABILITY			PRO-001881-25	1/1/2025	1/1/2026	PER INCIDENT 1,000,000 AGGREGATE 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Operations of the Insured for the Certificate Holder.

CERTIFICATE HOLDER rob@safesiderecovery.com Life Continues LLC SafeSide Foundation 710 W. 4th St Pueblo, CA 81003	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Carmen Trejo/CATREJ
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EXHIBIT D
COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

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

- a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes ____, No ____.
- b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No ____.
 If you answered “yes” please state which of the above entities best describes your business:

- c) If you answered “yes” to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name _____	Name _____
Address _____	Address _____
Social Security Number _____	Social Security Number _____

(If more than two, please attach a supplemental list)

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

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

Signed _____, 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: May 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 AN AGREEMENT AND AN ADDENDUM BETWEEN THE CITY OF PUEBLO AND GLOBAL MUSIC RIGHTS, LLC FOR THE PUBLIC USE OF THEIR ARTISTS' MUSIC AT CITY FACILITIES

SUMMARY:

This Ordinance approves the agreement and addendum with Global Music Rights, LLC for the public use of their artists' music at City facilities.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The City does utilize a variety of artists' music at our City Park Rides and all four swimming pools. Background music is played over outdoor speakers at our public recreational facilities. We currently have three (3) other music rights companies that we pay fees to in order to play music by their artists.

FINANCIAL IMPLICATIONS:

The license fees associated with this agreement will be paid for from the department's operating budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

There is no alternative.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. City of Pueblo, Colorado - GMR Execution (v1 3.19.25)
2. City of Pueblo Colorado w GMR Addendum

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT AND AN
ADDENDUM BETWEEN THE CITY OF PUEBLO AND GLOBAL
MUSIC RIGHTS, LLC FOR THE PUBLIC USE OF THEIR
ARTISTS' MUSIC AT CITY FACILITIES

WHEREAS, the City finds it necessary to enter into the agreement and addendum with Global Music Rights, LLC in order to play music by their artists at our public facilities; NOW THEREFORE,

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

SECTION 1.

An agreement between the City of Pueblo, a Colorado Municipal Corporation, and Global Music Rights, LLC, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The addendum to the Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Global Music Rights, LLC, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

The Mayor is hereby authorized to execute the Agreement and Addendum in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement and Addendum by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4.

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 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

This Agreement, including any attached and referenced schedules (the “Agreement”), dated as of the Effective Date (as defined below), is made by and between Global Music Rights, LLC (“Company”), located at 1100 Glendon Avenue, 10th Floor, Los Angeles, California 90024 and City of Pueblo, Colorado, located at 1 City Hall Place, Pueblo, CO 81003 (“Licensee”).

Company and Licensee hereby mutually agree as follows:

1. Definitions

- a. **“Compositions”** shall mean the musical compositions in which Company controls the right to license (alone or in combination with third party(ies), in each case depending on the percentage share of ownership that Company controls for the specific composition) public performances to the extent such rights are controlled by Company during the Term in the Territory. As used herein, Compositions shall only refer to the share (whether full or partial) of the compositions represented by Company.
- b. **“Effective Date”** shall mean January 1, 2025.
- c. **“License Fee”** shall mean the amount calculated on an annual basis pursuant to the Rate Schedule and due to Company by Licensee in exchange for the rights granted to Licensee herein.
- d. **“Licensed Events”** shall individually and collectively mean any activity or function wholly or primarily sponsored, promoted or conducted by or under the auspices of Licensee, including but not limited to festivals, carnivals, farmers markets, fairs, dances, social events, and athletic events.
- e. **“Licensed Premises”** shall individually and collectively mean any locations owned or operated by Licensee and any location which has been engaged by Licensee for a Licensed Event. Licensed Premises shall include but not be limited to recreational facilities, community centers, parks, swimming pools, buildings, hospitals, zoos, athletic facilities, airports, streets, and shopping centers operated, owned, or engaged for use by Licensee.
- f. **“Rate Schedule”** shall mean the document at Schedule A.
- g. **“Term”** shall mean the Initial Term (as defined below) in addition to any Renewal Periods (as defined below).
- h. **“Territory”** shall mean the United States and its territories and possessions.

2. Rights Grant

- (a) Company grants, and Licensee accepts, the non-exclusive right to perform publicly, or cause to be performed publicly solely at the Licensed Events at the Licensed Premises in the Territory, non-dramatic renditions of the Compositions during the Term. Licensee agrees that this Agreement, and any amendments or extensions, is for any partial or full share of the Compositions represented by Company and that Licensee will not rely on a license from a third party that purports to grant a license to Licensee in the whole of a Composition based on the partial shares of such Composition offered by such third party.
- (b) Company shall have the right to withdraw from this license, at any time, the right to publicly perform any Composition(s) if (i) Company no longer controls the right to publicly perform any Composition(s); or (ii) if a lawsuit has been brought or threatened regarding any such Composition(s).

3. Term

- (a) The Agreement shall be for an initial term of one (1) year (“Initial Term”), commencing on the Effective Date and continuing thereafter in full force and effect for additional succeeding terms of one (1) year each (“Renewal Period(s)”), unless terminated by either party pursuant to the terms herein.
- (b) Either party shall have the right to terminate this Agreement as of the last day of the Initial Term or as of the last

day of any Renewal Period(s) upon giving written notice to the other party in accordance with the terms of paragraph 10 below at least ninety (90) days prior to the commencement of any Renewal Period(s).

(c) Notwithstanding anything to the contrary contained herein, Company shall have the right to terminate this Agreement: (i) at any time upon written notice to Licensee in the event that Licensee is adjudicated bankrupt, or a petition in bankruptcy is filed with respect to Licensee, or Licensee is declared or becomes insolvent; or (ii) upon thirty (30) days written notice to Licensee in the event that any law, rule, decree, or other enactment having the force of law, by any authority, whether federal, state, local, territorial or otherwise, shall result in substantial interference in Company's operation or any substantial increase in the cost of conducting its business. In the event of termination by Company pursuant to this paragraph, Company shall refund to Licensee the pro-rated amount of any relevant post-termination License Fees that Licensee paid in advance promptly upon Company's receipt of an accurate invoice from Licensee for such amounts.

(d) If this Agreement is terminated by either party pursuant to the terms herein, then, upon the effective date of such termination, the license granted herein and Licensee's right to perform the Compositions shall also terminate.

4. Limitations of Rights

(a) This license does not convey the right to publicly perform the Compositions by broadcast, telecast, cablecast, transmission by wire, or other electronic transmissions (including, but not limited to, by satellite, the Internet or on-line service) to persons or locations outside of the Licensed Premises. This limitation applies unless and to the extent otherwise expressly permitted by the Agreement.

(b) This license is limited to non-dramatic renditions of the Compositions. To clarify, this license does not include the right to perform dramatico-musical works, either in whole or in substantial part, and it does not include the right to use the Compositions in any context that constitutes the exercise of "grand performance rights," as defined as the right to perform a copyrighted musical composition that is also accompanied by one or more of the following: drama, scenery, narration, storyline, script, costumes, dance and dancers, props, dialogue, pantomime, actors, or plot.

(c) This license shall not (i) be construed to grant a license for the public performance of Compositions via any business-to-business background music service or business-to-business digital service which is not itself licensed by Company; (ii) convey the right to publicly perform the Compositions by coin-operated phonorecord players ("Jukeboxes"), as defined by the Copyright Act in 17 U.S.C. § 116 or (iii) convey the right of public performance of the Compositions by any so-called "tribute band" (i.e., a band whose set list is primarily comprised of Compositions popularized by a single artist or band). For the avoidance of doubt, this Agreement shall not be construed to convey to any unlicensed third-party the right to publicly perform the Compositions.

(d) Licensee understands and acknowledges that no other rights in the Compositions are being granted by Company hereunder (e.g., without limitation, reproduction rights, print rights, synchronization rights, etc.).

(e) This license does not authorize performances; (i) at any congress, convention, trade show, exposition or similar activity presented by Licensee or on the Licensed Premises unless it is presented or sponsored solely by and under the auspices of Licensee, takes place entirely on the Licensed Premises, and is not open to the general public; (ii) at any permanently situated theme or amusement park owned or operated by Licensee; (iii) by or at any colleges or universities; or (iv) at any professional sports events taking place on the Licensed Premises.

5. License Fees

(a) In consideration for the rights granted herein, Licensee shall pay to Company the applicable License Fee as calculated pursuant to the Rate Schedule, as such may be amended pursuant to paragraph 5(b) below. A copy of the current Rate Schedule is attached hereto, and incorporated herein, as Schedule A.

(b) Notwithstanding anything to the contrary contained in this Agreement, upon sending of written notice to Licensee, Company shall have the right to adjust the rates set forth in the Rate Schedule; provided, however, that any such adjustment shall only be effective upon the commencement of the next Renewal Period. In the event that Licensee's License Fee increases as a result of such adjustment to the rates set forth in the Rate Schedule, Licensee shall have the right to terminate

the Agreement effective as of the date such increase is to take effect, provided that Licensee gives Company written notice of such termination by certified mail, not later than the date such rate increase is to take effect (i.e., not later than the commencement of the next Renewal Period).

(c) Company shall have the right to impose a late payment charge of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, on any payment by Licensee that is more than thirty (30) days past due per the terms of the Rate Schedule. Company shall have the right to impose a \$25.00 service charge for each unpaid or dishonored check, draft or other means of payment submitted to Company by Licensee. In the event that Company incurs any expenses in connection with the collection of any amounts past due to Company, Licensee shall be responsible for reimbursing Company for any such reasonable, documented, out-of-pocket, third-party expenses.

(d) In the event that Company is determined by the taxing authority or courts of any state, territory or possession in which Licensee conducts its operation to be liable for the payment of sales, use, business use, gross receipts or other tax that is based on the amount of Company's fees from Licensee, then Licensee shall reimburse Company, within thirty (30) days of notification therefor, for Licensee's pro rata share of any such tax derived from fees received from Licensee.

(e) Licensee warrants and represents that Licensee has the right to enter into this Agreement and to satisfy its obligations hereunder to Company including payment of the License Fees required hereunder.

6. Reports and Payment

(a) In consideration of the rights grant herein for the Initial Term:

- (i) Licensee shall deliver an annual report in a computer readable format (an "Annual Report") to Company no later than upon full execution of this Agreement.
- (ii) Licensee shall pay Company the total License Fees due within thirty (30) days of full execution of this Agreement.

(b) In consideration of the rights grant herein for each Renewal Period:

- (i) Licensee shall deliver to Company an updated Annual Report promptly upon the commencement of each Renewal Period (i.e., promptly upon each one (1) year anniversary of the Effective Date of this Agreement).
- (ii) Licensee shall pay Company the License Fee for each Renewal Period within thirty (30) days of the commencement of such Renewal Period.

(c) The Annual Reports shall include:

- (i) Licensee's population based on the most recent U.S. Census data;
- (ii) The License Fee calculated to be due for the then-current Initial Term or Renewal Period.

7. Right to Verify Reports

(a) Upon thirty (30) days prior written notice to Licensee, Company shall have the right to examine, by its duly authorized representatives, during customary business hours, such portion of Licensee's business records to such extent as may be reasonably necessary to verify the information required in the Annual Reports, enabling Company to verify any and all payments, computations and reports rendered and accountings made or required hereunder. All data and information brought to Company's attention as a result of any examination shall be treated as confidential by Company.

(b) Should any such examination reveal that Licensee has underpaid Company any License Fee obligation, Licensee shall pay to Company (i) the amount of such underpayment, (ii) a finance charge on the balance shown due of one and one-half percent (1.5%) per month, or the maximum rate permitted by law, whichever is less, from the date(s) the License Fees should have been paid pursuant to this Agreement, and (iii) solely in the event that such examination reveals that Licensee has underpaid Company any License Fee obligation by five percent (5%) or more, any reasonable costs incurred by Company to undertake such examination. The amounts payable pursuant to the preceding sentence shall be due within

thirty (30) days' notice from Company of the additional fees due.

8. Indemnification

To the extent allowed by applicable Colorado law, Licensee agrees to indemnify, hold harmless, and defend Company (which shall be deemed to include Company's parent company) and Company's officers, directors, employees, successors, and assigns, and each of them (the "Indemnified Parties"), from and against any and all third party claims, demands, or suits that may be made or brought against them or any of them, and the reasonable attorneys' fees and costs that the Indemnified Parties incur in defending such claims, demands, or suits, arising out of Licensee's breach of any representation, warranty, obligation or limitation hereunder. Company will promptly notify Licensee of any such claim, demand, or suit, and reasonably cooperate with Licensee with respect thereto.

9. Breach or Default

Company shall not be entitled to recover damages or to terminate the Agreement by reason of any breach by Licensee of its material obligations, nor shall Licensee otherwise be deemed in default or breach of this Agreement by reason of any such breach, unless Licensee is given written notice thereof by Company and same is not cured within thirty (30) days after receipt of such notice. This right to terminate shall be available in addition to any and all other remedies that Company may have, including but not limited to the right to institute legal action for copyright infringement as permitted by the Copyright Act under 17 U.S.C. § 501.

10. Notices

All notices required or permitted to be given by either party to the other shall be deemed provided if sent by first class U.S. Mail, return receipt requested, or generally recognized expedited services where a receipt is received (e.g., Federal Express) to the addresses set forth above. Company and Licensee shall notify the other in writing in the event of any address change hereunder.

11. Confidentiality

To the extent allowed by applicable Colorado law, both parties acknowledge that the nature of this Agreement, the terms set forth in this Agreement and the non-public information provided by the parties to one another in the negotiation and carrying out of this Agreement (collectively, the "Confidential Information") are strictly confidential and both parties agree to keep the Confidential Information strictly confidential and to not disclose the Confidential Information to any third party without the prior written consent of both parties unless in response to legal action, and then upon prior written notice of five (5) business days and opportunity to respond to such legal process and protect Confidential Information, if permitted by law; however such notice is not required with respect to disclosures required and made pursuant to the Colorado Open Records Act, CRS 24-72-201 et seq.. The parties acknowledge that the Confidential Information is of great value to each party and if disclosed to third parties without the express written consent of the parties would cause irreparable harm. Accordingly, the parties agree that any breach or threatened breach of this confidentiality provision by either of them shall entitle the non-breaching party, in addition to any legal remedies available to it, to apply to a court of competent jurisdiction to enjoin any breach or threatened breach of this Agreement. The parties' obligations under this paragraph shall survive the expiration or termination of this Agreement. Both parties agree that after the Term of this Agreement, each party will destroy the Confidential Information provided by the other party if the disclosing party requests in writing for the receiving party to do so. Nothing herein contained, however, shall prevent Company from using such information for the purpose of licensing or collecting fees from Licensee for performances of the Compositions as authorized hereunder.

12. Miscellaneous

(a) This Agreement will be construed in accordance with the laws of the State of California with respect to contracts executed and fully performed there and is binding upon and inures to the benefit of the parties and their respective successors, heirs and assigns. All claims regarding this Agreement will be submitted to the exclusive jurisdiction of the state courts of California or to federal district courts located in Los Angeles County.

(b) Company shall have the right, at its election and without limitation, to assign any of Company's rights hereunder,

in whole or in part, to any person, including, without limitation, to a parent company, affiliate or subsidiary. Company shall also have the right to assign or sublicense any of its rights hereunder to any of its licensees in order to effectuate the purposes hereof.

(c) This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes and cancels any and all previous and contemporaneous discussions, negotiations, covenants, agreements, commitments, representations, warranties and writings of any kind with respect thereto, all of which have been and are merged and integrated into, and are superseded by, this Agreement. Notwithstanding anything to the contrary contained herein, Licensee acknowledges that (A) this Agreement constitutes a grant of a non-exclusive license to Licensee solely for intellectual property and that Company (1) is not providing Licensee any goods, services, equipment, labor, materials or software hereunder or in connection herewith and (2) Company has not been awarded this Agreement through a bidding process and (B) the provisions of any signed addenda attached hereto are included in this Agreement solely as prescribed by state law and are incorporated herein solely to the extent any such provisions are expressly applicable to Company and the subject matter of this Agreement, and are expressly required by Colorado state law to be so incorporated. No modification, amendment, waiver, termination or discharge of this Agreement shall be binding upon Company unless confirmed by a written instrument signed by an authorized officer of Company, or binding upon Licensee unless confirmed by a written instrument signed by Licensee or Licensee’s representative. A waiver by either party of any term or condition of this Agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future or of any subsequent breach thereof. Except as otherwise specifically set forth in this Agreement, all rights, options and remedies in this Agreement shall be cumulative and none of them shall be in limitation of any other remedy, option or right available to either party. The headings of the paragraphs hereof are for convenience only and shall not be deemed to in any way affect the scope or meaning of this Agreement or any portion thereof. The parties acknowledge and agree that there are no third-party beneficiaries of this Agreement and none of the provisions hereof are intended to confer, and shall not be construed as conferring, upon any person or entity other than the parties hereto, any rights or remedies hereunder.

(d) Each and every provision of this Agreement shall be considered severable, and if for any reason any provision or provisions herein are determined to be indefinite, invalid, contrary to any applicable existing or future laws or otherwise legally unenforceable, that shall not impair the operation or effect of any other portion of this Agreement, and any portion of this Agreement found to be unenforceable shall be severed, and the balance of the provisions of this Agreement shall remain in full force and effect.

(e) This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. PDF and/or electronic signatures shall be binding for all purposes.

GLOBAL MUSIC RIGHTS, LLC

LICENSEE

BY: _____
An Authorized Representative

BY: _____
An Authorized Representative

NAME: _____

NAME: _____

SCHEDULE A

**LOCAL GOVERNMENTS & MUNICIPALITIES
RATE SCHEDULE**

The License Fee for the Initial Term and for each Renewal Period shall be the applicable License Fee as follows:

LICENSEE POPULATION <i>(based on most recent US Census data)</i>	ANNUAL LICENSE FEE	CHECK APPLICABLE FEE
1 - 100,000	\$850	
100,001 - 250,000	\$2,000	
250,001 - 500,000	\$3,500	
500,001	\$4,500	
Plus for each additional 100,000	+ \$500	[if selected, please provide total population number here _____]

For illustration purposes only, if Licensee has a population of 125,000, the License Fee shall be \$2,000. If Licensee has a population of 650,000, the License Fee shall be \$5,500 (\$4,500 + (\$500 x 2) = \$5,500).

PAYMENT AND REPORTING

Licensee shall pay Company the License Fee for the Initial Term within thirty (30) days of full execution of this Agreement. Licensee shall pay Company the License Fee for each Renewal Period within thirty (30) days of the commencement of such Renewal Period (i.e., within thirty (30) days of each one (1) year anniversary of the Effective Date of this Agreement).

In the event this Rate Schedule is completed with accurate data provided by Licensee at the time of execution of this Agreement, such completed Rate Schedule shall be deemed part of the Annual Report for the Initial Term only.

This schedule is incorporated and made part of the Agreement.

NOTICE TO ALASKA PROPRIETORS. Alaska law (Alaska Stat. § 45.45.500 et seq.) requires Global Music Rights (“Company”), a “performing rights society” as defined under the same statute, to provide you with the following information, in writing, at the time of the offer or within seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Global Music Rights: (1) A schedule of the rates and terms of royalties under the contract, including any sliding scale, discounts, or reductions in rates on any basis, for which you may be eligible, and any scheduled increases or decreases in rates during the term of the contract; Be advised that the rates and terms of Company’s performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) Notice that Company has a toll-free telephone number from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company; Company’s toll-free information hotline is 310-209-6444; and (3) Notice that the most recent available list of the members or affiliates represented by Company and the most recent available list of the copyrighted musical works in Company’s repertoire will be available on electronic media through the Cabaret Hotel and Restaurant Retail Association at Company’s expense.

NOTICE TO ARKANSAS PROPRIETORS. Arkansas law (Ark. Code Ann. § 4-76-101 et seq.) requires Global Music Rights (“Company”), a “performing rights society” as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company’s performance right license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) At your request, the opportunity to review the most current available list of the members or affiliates represented by Company; The most current listing of Company’s members may be accessed at <http://globalmusicrights.com>. (3) Notice that Company will make available, on your written request and at your sole expense, the most current available listing of the copyrighted musical works in the performing rights society’s repertoire; Requests for the most current available listing of Company’s repertoire can be made at <http://globalmusicrights.com>. and (4) A toll-free number that you can use to obtain answers to specific questions concerning the performing rights society’s repertoire. Company’s toll-free information hotline is 310-209-6444.

NOTICE TO COLORADO PROPRIETORS. Colorado law (C.R.S.A. § 6-13-101 et seq.) requires Global Music Rights (“Company”), a “performing rights society” as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to Company: (1) A description of the rules and terms of royalty payments required under the contract; The description of rules and terms of royalty payments is contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part of the contract. (2) A schedule of the rates and a description of the terms of royalty payments required under Agreements executed by the copyright owner or performing rights society; These items are contained in paragraphs 1, 3, 4, and/or 5 of the Agreement and the rate schedule attached thereto and made a part of the contract. (3) Information concerning how to obtain a current list of the copyright owners represented by that society; A current list of the copyright owners represented by Company and the works licensed under the contract above is available at <http://globalmusicrights.com>. and (4) Failure to provide you with this information will entitle you to bring an action against or to assert a counterclaim in an action brought by this performing rights society and, if you prevail, to recover three times your actual damages or one thousand dollars (\$1,000.00), whichever is greater, plus your costs and reasonable attorney fees under C.R.S.A. § 6-13-104.

NOTICE TO FLORIDA PROPRIETORS. Florida law (Fla. Stat. 501.93) requires Global Music Rights (“Company”), a “performing rights society” as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract, and the basis upon which those rates were calculated; Be advised that the rates and terms of Company’s performance rights license & the basis upon which those rates were calculated, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) Notice that Company will make available, upon your written request, and upon your payment of the costs incurred in responding to your request, the most current available listing of the copyrighted musical works in Company’s repertoire; Any request for the most current list of the Company repertoire should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company repertoire may be accessed at <http://globalmusicrights.com>. (3) Notice that Company has established a toll-free telephone number and a means of computer access from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company; Company’s toll-free information hotline is 310-209-6444. The most current list of Company’s works and affiliates may be accessed at <http://globalmusicrights.com>. (4) Notice that a copy of each form of contract or Agreement offered by Company to a proprietor in this state will be made available upon request of any proprietor; Any request for copies of Company contracts should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. (5) Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor; (6) Notice that you are entitled to the information provided in this notice, and that the failure of Company to provide this information is unlawful; and (7) Notice that you should consider obtaining a separate license or other form of authorization from those performing rights societies or copyright owners whose copyrighted musical works are not licensed pursuant to Company’s performance rights contract.

NOTICE TO IDAHO PROPRIETORS. Idaho law (Idaho Code § 48-1301 et seq.) requires Global Music Rights (“Company”), a “performing rights society” as defined under the same statute, to provide you with the following information, in writing: (1) Information as to whether specific copyrighted musical works are in Company’s repertoire; Company’s toll-free information hotline is 310-209-6444. and (2) The opportunity to review the most current available list of Company’s members or affiliates. The most current list of Company’s affiliates may be accessed at <http://globalrightsmusic.com>.

NOTICE TO ILLINOIS PROPRIETORS. Illinois law (815 Ill. Comp. Stat. Ann. 637/1 et seq.) requires Global Music Rights (“Company”), a “performing rights society” as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company’s performance right license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity, at your request, to review the most current available list of the affiliates represented by Company; The most current list of Company’s affiliates may be accessed at <http://globalmusicrights.com>. and (3) Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company’s repertoire. Requests for the most current list of the Company repertoire can be made at <http://globalmusicrights.com>.

NOTICE TO INDIANA PROPRIETORS. Indiana law (Ind. Code § 32-37-2 et seq.) requires Global Music Rights (“Company”), a “performing rights society” as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company’s performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) A toll-free telephone number from which you may obtain answers to inquiries concerning musical works and copyright owners represented by Company; Company’s toll-free information hotline is 310-209-6444. (3)

Notice that Company is in compliance with state and federal law and with orders of courts having jurisdiction over rates and terms of royalties and the licensing for public performance of copyrighted non-dramatic musical works; and (4) Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company’s repertoire. Any request for the most current list of the Company repertoire should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, Company’s repertoire may be accessed at <http://globalmusicrights.com>.

NOTICE TO IOWA PROPRIETORS. Iowa law (Iowa Code § 549.1 et seq.) requires Global Music Rights (“Company”), a “performing rights society” as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract requiring you to pay royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company’s performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity, at your request, to review the most current available list of the affiliates represented by Company; The most current list of Company’s affiliates may be accessed at <http://globalmusicrights.com>. (3) Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company’s repertoire; Any request for the most current list of the Company repertoire should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company repertoire may be accessed at <http://globalmusicrights.com>. and (4) Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.

NOTICE TO KANSAS PROPRIETORS. Kansas law (Kan. Stat. Ann. § 57-221 et seq.) requires Global Music Rights (“Company”), a “performing rights society” as defined under copyright law, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company’s performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity, at your request, to review the most current available list of the affiliates represented by Company; The most current list of Company’s affiliates may be accessed at <http://globalmusicrights.com>. and (3) Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company’s repertoire. Requests for the most current list of the copyrighted musical works in Company’s repertoire can be made at <http://globalmusicrights.com>.

NOTICE TO MARYLAND PROPRIETORS. Maryland law (Md. Code Ann., Com. Law § 11-1401 et seq.) requires Global Music Rights (“Company”), a “performing rights society” as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; The rates and terms of Company’s performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) A schedule of the rates and terms of royalties under Agreements executed by the performing rights society and proprietors of comparable businesses in the area; Please contact Company at <http://www.globalmusicrights.com> or at 310-209-6444 to request this information. (3) Company has a toll-free telephone number from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company; Company’s toll-free information hotline is 310-209-6444. (4) In the case of a performing rights society which offers discounts to proprietors in the area on any basis, the amounts and terms of those discounts; and (5) Notice that you are entitled to the information provided in this notice, and that failure of Company to provide this information may make the contract unenforceable.

NOTICE TO MICHIGAN PROPRIETORS. Michigan law (Mich. Comp. Laws § 445.2101 et seq.) requires Global Music Rights (“Company”), a “performing rights society” as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract including, but not limited to, any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible and any schedule increases or decreases in fees during the term of the contract; Be advised that the rates and terms of Company’s performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) Notice that Company shall, upon your request and before entering into a contract with you, provide a schedule of the rates and terms of royalties under contracts executed by Company and proprietors of comparable businesses in the state within the past 12 months; Any request for such a schedule should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. (3) Notice that Company has established an electronic database of its repertoire, a toll-free telephone number that can be used to answer inquiries regarding specific musical works licensed by Company and that Company shall provide, upon request and at cost, a copy of its most current lists of copyrighted musical works and members; Company’s toll-free information hotline is 310-209-6444. Any request for a copy of the most current list of Company’s copyrighted musical works and members can be made at <http://globalmusicrights.com>. (4) Notice of the fact that there are exemptions that may exclude you from liability under the copyright laws; The United States Copyright Act is set forth at 17 U.S.C. § 101 et seq. Exemptions are set forth at 17 U.S.C. §§ 105-110. Please contact your attorney for advice as to the applicability of any exemptions to your premises. and (5) Notice that you are entitled to the foregoing information and that the failure to provide this information is a violation.

NOTICE TO MINNESOTA PROPRIETORS. Minnesota law (Minn. Stat. § 325E.50 et seq.) requires Global Music Rights (“Company”), a “performing rights society” as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company’s performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity, at your request, to review the most current available list of the affiliates represented by Company; The most current list of Company’s affiliates may be accessed at <http://globalmusicrights.com>. and (3) Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company’s repertoire. The Company repertoire may be requested at <http://globalmusicrights.com>.

NOTICE TO MISSOURI PROPRIETORS. Missouri law (Mo. Ann. Stat. § 436.150 et seq.) requires Global Music Rights (“Company”), a “performing rights society” as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract, including any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible, and any scheduled increases or decreases in fees during the term of the contract; Be advised that the rates and terms of Company’s royalties, including any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible, and any scheduled increases or decreases in fees during the term of the contract, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity to review, upon your request, the most currently available list of the copyright owners’ licenses by Company at your premises; and (3) Notification of the method that you must use to obtain a listing of the copyrighted works licensed by contract, including the

location of such listing of works licensed by Company and Company's toll-free information hotline number. Company's repertory can be accessed at <http://globalmusicrights.com>. A listing may be requested at the same address. Company's toll-free information hotline is 310-209-6444.

NOTICE TO NEW JERSEY PROPRIETORS. New Jersey law (N.J. Stat. Ann. § 56:3A-1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract, and upon your request amounts and terms of any discounts offered to proprietors in your county; Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) Notice that Company will make available, upon your written request, and upon your payment of the costs incurred in responding to your request, the most current available listing of the copyrighted musical works in Company's repertory; Any request for the most current list of Company's repertory should be made at <http://globalmusicrights.com>. (3) Notice that Company has established a toll-free telephone number and a means of computer access from which you may obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company; Company's toll-free information hotline is 310-209-6444. The most current list of Company's works and affiliates may be accessed at <http://globalmusicrights.com>. and (4) Notice that you are entitled to the foregoing information and that the failure to provide this information is a violation of the Music Licensing Practices Act.

NOTICE TO NEW YORK PROPRIETORS. New York law (N.Y. Arts & Cult. Aff. Law § 31.04) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity, at your request, to review the most current available list of the affiliates represented by Company; The most current list of Company's affiliates is available on-line and may be accessed at <http://globalmusicrights.com>.

(3) Notice that Company will make available, upon your written request, or the request of a bona fide trade association representing you, and at your sole expense, or the sole expense of the association, by electronic means or otherwise, the most current available listing of the copyrighted musical works in Company's repertory; Any request for the most current list of the Company repertory should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company repertory is available at <http://globalmusicrights.com>. (4) Notice that Company has a toll-free telephone number from which you may obtain answers to inquiries regarding specific musical works and the copyright owners represented by Company; Company's toll-free information hotline is 310-209-6444. and (5) Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights for public performance are offered to any proprietor.

NOTICE TO NORTH DAKOTA PROPRIETORS. North Dakota law (N.D. Cent. Code § 47-21.2-01 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information prior to the execution of any contract for the payment of royalties to Company: (1) Notice that Company will provide information as to whether specific copyrighted musical works are in Company's repertory This information can be accessed by calling Company's toll-free hotline at 310-209-6444. and (2) The opportunity to review the most current available list of Company's affiliates. The most current available list of Company's affiliates can be accessed at <http://globalmusicrights.com>.

NOTICE TO OKLAHOMA PROPRIETORS. Oklahoma law (Okla. Stat. Ann. tit. 15, § 790) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Please be advised that Global Music Rights' license Agreement contains such a schedule of the rates and terms of royalties in paragraphs 1, 3, 4, and/or 5 of the contract, along with the rate schedule that is attached to the license and made a part of the contract. and (2) Annual notice, in a form prescribed by the Attorney General, that the proprietor is entitled to this information.

NOTICE TO OREGON PROPRIETORS. Oregon law (Or. Rev. Stat. Ann. § 647.700) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information prior to the execution of any contract for the payment of royalties to Company: (1) Notice that Company will provide information as to whether specific copyrighted musical works are in the repertoire of Company; Company's toll-free information hotline is 310-209-6444. (2) The opportunity to review the most current available list of Company's affiliates; The most current available list of Company's affiliates can be accessed at <http://globalmusicrights.com>. and (3) A schedule of the rates and terms of royalties under the contract, including any sliding scale or schedule for any increase or decrease of the rates for the duration of the contract. Be advised that the rates and terms of Company's performance rights license, including any discounts available, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof.

NOTICE TO TEXAS PROPRIETORS. Texas law (Tex. Occ. Code Ann. § 2102 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity, at your request, to review the most current available list of the affiliates represented by Company; The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. (3) Notice that Company will make available, upon your written request and at your sole expense, the most current available listing of the copyrighted musical works in Company's repertory; and (4) Notice that Company will identify the method for securing the list. Any request for the most current list of the Company repertory should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, the Company repertory may be accessed at <http://globalmusicrights.com>.

NOTICE TO UTAH PROPRIETORS. Utah law (Utah Code Ann. § 13-10a-1 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) Any sliding scale, discounts, or reductions in fees on any basis for which you may be eligible; and (2) Any scheduled increases or decreases in fees during the term of the contract. Be advised that the rates and terms of Company's performance rights license, including any discounts available and any scheduled increases or decreases, are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof.

NOTICE TO VIRGINIA PROPRIETORS. Virginia law (Va. Code Ann. § 59.1-460 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) Notice that Company has filed for public inspection, within the previous twelve months, with the State Corporation Commission (i) a certified copy of each form of performing rights contract or license Agreement providing for the payment of royalties made available from

Company to any Virginia proprietor; (ii) the most current available list of Company's members or affiliates; and (iii) the most current available listing of the copyrighted musical works in Company's repertory; (2) Company will make available, upon request, to any proprietor, by electronic means or otherwise, information as to whether specific copyrighted musical works are in its repertory; Information as to whether specific copyrighted musical works are in Company's repertory can be accessed by calling Company's toll-free information hotline at 310-209-6444. (3) Company will make available, upon your written request, any of the information referred to in subdivision 1 of this section, at your sole expense, provided that such notice shall specify the means by which such information can be secured; Any request for the list of Company affiliates or for Company's repertory should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. Alternatively, Company's repertory may be accessed at <http://globalmusicrights.com>. and (4) Notice that Company complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.

NOTICE TO WISCONSIN PROPRIETORS. Wisconsin law (Wis. Stat. Ann. § 100.206) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at the time of the offer or between the time of the offer and seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) Notice that Company must file annually for public inspection with the Wisconsin Department of Agriculture, Trade, and Consumer Protection a certified copy of each document that is used at the time of the filing by Company to enter into a contract with a proprietor who operates a retail establishment or restaurant in this state; and a list, that is the most current list available at the time of the filing, of the copyright owners who are represented by Company and of the musical works licensed by Company; (2) Company must make available by telephone or other electronic means, upon your request, information as to whether a specific musical work is licensed under a contract entered into by the performing rights society and a copyright owner; Company's toll-free information hotline is 310-209-6444. Alternatively, Company's repertory may be accessed at <http://globalmusicrights.com>. (3) Notice that Company will make available, upon your written request and your sole expense, any of the information required to filed under subdivision 1; Any such request should be addressed to: Global Music Rights, 1100 Glendon Ave. Suite 2000, Los Angeles, CA 90024. and (4) Notice that Company complies with any applicable federal law or court order that relates to the rates and terms of royalties to be paid by you or that relates to the circumstances or methods under which contracts subject to this section are offered to you.

NOTICE TO WYOMING PROPRIETORS. Wyoming law (Wyo. Stat. Ann. § 40-13-301 et seq.) requires Global Music Rights ("Company"), a "performing rights society" as defined under the same statute, to provide you with the following information, in writing, at least seventy-two (72) hours prior to the execution of any contract for the payment of royalties to Company: (1) A schedule of the rates and terms of royalties under the contract; Be advised that the rates and terms of Company's performance rights license are contained in paragraphs 1, 3, 4, and/or 5 of the contract and the rate schedule attached thereto and made a part thereof. (2) The opportunity, at your request, to review the most current available list of the affiliates represented by Company; The most current list of Company's affiliates may be accessed at <http://globalmusicrights.com>. (3) Notice that Company will make available, upon your written request, or the request of a bona fide trade association representing you, and at your sole expense or the sole expense of the association, by electronic means or otherwise, the most current available listing of the copyrighted musical works in Company's repertory; The most current list of the Company repertory may be accessed at <http://globalmusicrights.com>. (4) Notice that Company has a toll-free telephone number which you can use to obtain answers to inquiries concerning specific musical works and the copyright owners represented by Company; Company's toll-free information hotline is 310-209-6444. and (5) Notice that Global Music Rights complies with federal law and with orders of courts having appropriate jurisdiction regarding rates and terms of royalties and the circumstances under which licenses for rights of public performance are offered to any proprietor.

Effective as of January 1, 2025

City of Pueblo, Colorado, a Colorado Municipal Corporation
1 City Hall Place
Pueblo, CO 81003

Reference is hereby made to the Agreement effective as of January 1, 2025 between Global Music Rights, LLC (“Company”) and the City of Pueblo, Colorado (“Licensee”) (the “Agreement”). Company and Licensee hereby acknowledge and agree that this addendum (the “Addendum”), effective as of the date above, is attached to and forms part of the Agreement. Any capitalized terms used herein shall have the same meanings and definitions as set forth in the Agreement unless otherwise defined herein.

(a) **Multi-Year Agreement.** 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 Licensee 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 Licensee 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.

(b) **Non-Appropriation.** Notwithstanding anything to the contrary herein, if Licensee does not appropriate funds sufficient to make all payments due during any fiscal year under the Agreement and Licensee does not otherwise have funds available to lawfully pay the Agreement payments (a "**Non-Appropriation Event**"), and provided Licensee is not in default of any of Licensee's obligations under this Agreement as of the effective date of such Non-Appropriation Event, Licensee may terminate this Agreement effective as of the end of Licensee's last funded fiscal year ("**Termination Date**") without liability for future charges or the early termination charge under this Agreement, if any, by giving at least 60 days' prior written notice of termination ("**Termination Notice**") to Company.

GLOBAL MUSIC RIGHTS, LLC

CITY OF PUEBLO, COLORADO

BY: _____
An Authorized Representative

BY: _____
An Authorized Representative

Name: _____

Name: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 11-1-202 OF THE PUEBLO MUNICIPAL CODE RELATING TO LOITERING

SUMMARY:

Attached for consideration is an ordinance amending Section 11-1-202 – Loitering to include lying down, removing the possibility of a defense to the charge of loitering that the location of the offense did not have a posted “no loitering” notice, and increasing the penalty for the offense of loitering to that of a Class 1 Municipal Offense punishable by up to 364 days in jail and a fine of \$1,000.00.

PREVIOUS COUNCIL ACTION:

During a regular meeting of City Council, staff was instructed to bring forth an amendment to Section 11-1-202 to incorporate the element of lying down and remove the possible defense regarding a lack of a “no loitering” notice.

BACKGROUND:

This Ordinance stems from direction by City Council regarding enforcement of a no sit, kneel or lie ordinance in certain areas of the City. After presentation of a proposed “not sit/lie” ordinance, it was determined that proper enforcement of the City’s loitering ordinance, Section 11-1-202, PMC, would be better suited to accomplish this policy. City Council directed staff to expand the current loitering ordinance to include lying down and to remove any potential defense regarding the lack of a posted “no loitering” notice.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose to vote no and maintain the status quo offense of loitering.

RECOMMENDATION:

This Ordinance is at the request of Councilman Joe Latino.

ATTACHMENTS:

1. Loitering Amendment Ordinance

AN ORDINANCE AMENDING SECTION 11-1-202 OF THE PUEBLO
MUNICIPAL CODE RELATING TO LOITERING

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

SECTION 1.

Section 11-1-202 - Loitering of the Pueblo Municipal Code is hereby amended to read as follow: [brackets] indicate matter being deleted; **underscoring** indicates new matter being added.

Sec. 11-1-202. - Loitering.

(a) Definitions. When used in this Section:

(1) *Loitering* or *loiter* shall mean remaining idle in essentially one (1) location, to be dilatory or to tarry and shall include but not be limited to standing around, sitting, kneeling, sauntering, **lying down**, or prowling.

(b) It shall be unlawful for any person to loiter:

(1) In a manner which obstructs any public street, highway or sidewalk or entrance to a public facility by hindering, impeding or tending to hinder or impede the free and uninterrupted passage of vehicles, traffic or pedestrians;

(2) In or upon any public street, public highway, public sidewalk or any other public place and engage in any act which obstructs or interferes with the free and uninterrupted use of the property or with any business lawfully conducted in or upon or facing or fronting on any such public street, public highway, public sidewalk or any other public place or building, all of which prevents the free and uninterrupted ingress, egress and regress herein, thereon and thereto; or

(3) With the intent to interfere with or disrupt the school program or with the intent to interfere with or endanger school children, in a school building or on school grounds, not having any reason or relationship involving custody of, or responsibility for, a pupil or any other specific legitimate reason for being there, and having been asked to leave by a school administrator or his or her representative or by a peace officer.

(c) It shall not be a defense to a charge under Subsection (b) of this Section that a notice of "no loitering" was not posted.

(d) Loitering is a Class [2] **1** municipal offense.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days after final action by the Mayor.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____, 2025.

Final adoption of Ordinance by City Council on _____, 2025.

APPROVED _____

President of City Council

Action by the Mayor:

Approved on _____, 2025.

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 _____ to _____, 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: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn, Director of Finance

SUBJECT: AN ORDINANCE APPROVING GRANT AMENDMENT NO 3 WITH THE CITIES FOR FINANCIAL EMPOWERMENT FUND, INC. FOR THE FINANCIAL EMPOWERMENT CENTER (FEC) IMPLEMENTATION GRANT PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AMENDMENT, ACCEPTING ADDITIONAL GRANT FUNDS IN THE AMOUNT OF \$50,000, AND BUDGETING AND APPROPRIATING THE ADDITIONAL GRANT FUNDS OF \$50,000 INTO PROJECT C12315

SUMMARY:

This Ordinance approves the 3rd amendment of a grant agreement between the City of Pueblo, a Colorado Municipal Corporation and the Cities for Financial Empowerment Fund, Inc relating to the Financial Empowerment Center, and budgets and appropriates funds in the amount of \$50,000.

PREVIOUS COUNCIL ACTION:

Ordinance 10388 established the Financial Empowerment Center grant program, approved a grant agreement between the City of Pueblo and The Cities for Financial Empowerment Fund, Inc, and budgeted and appropriated \$200,000.

BACKGROUND:

The Cities for Financial Empowerment Fund will provide an additional \$50,000 to support the Pueblo Financial Empowerment Center's incorporation of legacy planning services into the FEC model and for general FEC operations. The Pueblo Financial Empowerment Center launched in October 2023 and provides no-cost, individualized, professional financial counseling and coaching to anyone in the City of Pueblo, and surrounding counties, regardless of household income or immigration status. Services are available at co-locations across the community and are confidential. Counseling sessions are provided in-person or remotely and are currently available in English and Spanish. The City of Pueblo selected United Way of Pueblo County as the Financial Counseling Provider to deliver services to individuals.

The FEC Model's original service areas focused on safe and affordable banking, increasing credit, decreasing debt, and building savings. This grant would allow the Pueblo FEC to expand the service plan to incorporate "Legacy Planning", otherwise known as asset protection. Legacy Planning is the process of putting a formal plan in place for how an individual's assets will be passed down to subsequent generations. It may mean what will happen to an individual's assets when they die, but it might also refer to a plan for managing financial healthcare decisions if an individual becomes disabled. This might include: protecting assets like a house or property, vehicle, bank accounts, jewelry, sentimental and family heirlooms, or even pets; naming who will care for children; and ensuring loved ones can manage funeral arrangements. In addition, clients will gain access to complete a will-based legacy plan through the CFE Fund's selected online will-generation software.

The Pueblo FEC helps clients to reduce the costs of legacy planning to work towards other goals. A power of attorney, health proxy and living will, can reduce medical costs. Insurance and other elements of a plan can cover or reduce funeral costs. After death, named beneficiaries, deed transfers and other tools can help a client to avoid probate costs. Trusts, deed transfers and other tools can protect assets from Medicaid recovery. Pueblo FEC Financial Counselors are the appropriate, trusted messenger to start this conversation with clients.

FINANCIAL IMPLICATIONS:

Matching funds are not required as part of this amendment.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance would deny the additional funding from Cities for Financial Empowerment Fund, Inc

RECOMMENDATION:

Approve the Ordinance

ATTACHMENTS:

1. Third Amendment - FEC Implementation - City of Pueblo - LP (003)
2. Ex. J - FEC Public Outcome Definitions and Calculations 2025
3. Ex. L - FEC Code of Ethics and Professional Practices (003)

ORDINANCE NO.

AN ORDINANCE APPROVING GRANT AMENDMENT NO 3 WITH THE CITIES FOR FINANCIAL EMPOWERMENT FUND, INC. FOR THE FINANCIAL EMPOWERMENT CENTER (FEC) IMPLEMENTATION GRANT PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AMENDMENT, ACCEPTING ADDITIONAL GRANT FUNDS IN THE AMOUNT OF \$50,000, AND BUDGETING AND APPROPRIATING THE ADDITIONAL GRANT FUNDS OF \$50,000 INTO PROJECT CI2315

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

SECTION 1.

Amendment No. 3 to the Cities for Financial Empowerment Fund grant agreement between the City of Pueblo, a Colorado Municipal Corporation, and Cities for Financial Empowerment Fund, Inc, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver Amendment No. 3 in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest the same.

SECTION 3.

Additional Funds in the amount of \$50,000.00 are hereby budgeted and appropriated into Project CI2315 - FEC Implementation Grant.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



**THIRD AMENDMENT TO AGREEMENT BETWEEN
THE CITIES FOR FINANCIAL EMPOWERMENT FUND and
THE CITY OF PUEBLO, COLORADO**

This Third Grant Amendment (the “Third Amendment”), dated as of March 1, 2025 (the “Third Amendment Effective Date”) is by and between the **Cities for Financial Empowerment Fund** (the “CFE Fund”) and the **City of Pueblo, Colorado** (the “Grantee”) and reflects that the CFE Fund intends to amend the Financial Empowerment Center (“FEC”) Implementation Grant Agreement (the “Agreement”) to provide an additional \$50,000 **Legacy Planning Implementation Grant** for the implementation of legacy planning into the FEC model. The Agreement, with the Effective Date of January 15, 2023, as previously amended by the First Amendment, with the First Amendment Effective Date of January 11, 2024, and as previously amended by the Second Amendment, with the Second Amendment Effective Date of July 1, 2024, between the Parties is hereby amended in the following respects:

1. Section 1, titled “Grant”, the following two paragraphs shall be appended as follows:

“The CFE Fund pledges and agrees to provide the Grantee an additional grant in the form of cash in the amount of \$50,000 (FIFTY THOUSAND DOLLARS) for implementing legacy planning. The Grant funds will be paid in U.S. Dollars in accordance with Section 6, titled “Payment of Grant”.

For the purposes of the Legacy Planning grant, Year 1 shall be understood to mean the 12-month period from March 1, 2025 to February 28, 2026 (Legacy Planning Year 1). Year 2 shall be understood to include the 12-month period immediately following Legacy Planning Year 1 – March 1, 2026 to February 28, 2027 (Legacy Planning Year 2).”

All other provisions of Section 1 shall remain unchanged.

2. Section 3, titled “Term”, subsection (a) shall be amended to instead state as follows:

“(a) The Grant Term will begin as of the Effective Date and end on February 28, 2027. Any funds not used by the end of the Grant Term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the Grant Term unless otherwise agreed upon by both parties in writing in advance.

All other provisions of Section 3 shall remain unchanged

3. In Section 5, titled “Conditions of Disbursement of Grant”, subsection (a), additional clauses shall be appended as follows:

(iii) Legacy Planning Grant Year 1:

- a. Receipt by the CFE Fund of a fully executed Amendment, which includes Grantee Budget.

(iv) Legacy Planning Grant Year 2:

- a. Satisfactory completion of contract deliverables as defined in the Scope of Work at the end of Year 1, and submission of a Year 1 status report through the CFE Fund's grant interface.

4. In Section 5, titled "Conditions of Disbursement of Grant", subsection (c), additional clauses shall be appended as follows:

(iii) Legacy Planning Year 1 Funds:

- a. 100% of funds (\$25,000) will be paid upon fully executed Agreement, pending Grantee meeting requirements in 5(a)(iii).

(iv) Legacy Planning Year 2 Funds:

- a. Initial 60% of funds (\$15,000) will be paid at the start of Legacy Planning Year 2, pending Grantee meeting requirements in 5(a)(iv).
- b. Final 40% of funds (\$10,000) will be paid upon the satisfactory submission of final deliverables as defined in the Scope of Work, and documentation of Program expenditures in detailed line-item accounting (including attachments if necessary) of at least the \$40,000 of grant funds already disbursed, along with a plan for spending of remainder of Grant funds within two months, if not already spent. Grantee will be responsible for providing documentation of the full spending of the \$50,000 Grant in detailed line-item accounting, if not already spent at the time of the final report's submission.

All other provisions in Section 5 shall remain unchanged.

5. Exhibit B ("Scope of Work") shall be deleted and replaced in its entirety by the updated Exhibit B as below.
6. In Exhibit C ("Financial Empowerment Center Model") shall be deleted and replaced in its entirety by the updated Exhibit C as below.
7. In Exhibit D ("Grantee Budget"), an additional budget for the Legacy Planning Grant funds shall be added as follows:

The CFE Fund will provide an additional \$50,000 to support the City of Pueblo FEC's incorporation of legacy planning services into the FEC model and for general FEC operations. Grant funds may be used for these approved uses: staff commitments, client focus group incentives, managing administrative needs, delivering counselor training, hosting legacy planning events for FEC clients and local stakeholders, or other activities relevant to the incorporation of legacy planning into the FEC model, in line with the following budget.

Financial Counseling Provider	Projected Expense	Expense Narrative Provide a few sentences describing the logic behind this expense.
<i>Personnel</i>		
FEC Manager Salary	\$ 10,000.00	Funds will be used to pay for a portion of the salary for the FEC Manager. The FEC Manager will oversee the day-to-day operations and serve as the main contact for the City of Pueblo and the CFE Fund.
Financial Counselors Salary (2 FTE)	\$ 20,000.00	Funds will be used to pay for a portion of the salary for 2 FTE Financial Counselors. Financial Counselors are trained in accordance with a CFE Fund-approved training plan and deliver FEC services directly to clients. Coaches will conduct sessions in person or remotely and help clients achieve meaningful, defined financial outcomes.
Administrative Support Salary	\$ -	
Fringe Benefits	\$ 8,400.00	Funds will be used for fringe benefits for 3 FTE employees, at a max of \$2,800 each.
<i>Other than Personnel Services</i>		
Marketing and Outreach	\$ 5,000.00	The Pueblo FEC, in partnership with Colorado Legal Services and the Senior Resource Development Agency, will host focus at least 2 focus groups at the local library to gather feedback from the community and highlight the new legacy planning services. Focus groups will take place after coaches are trained and offering legacy planning services. The Pueblo FEC will host at least 5 workshops for the general public focusing on services related to legacy planning. These workshops will take place in late early 2026.
Initial Counselor Training		
Ongoing Counselor Training and Continuing Education		
Equipment		
Onsite Supplies		
Space & Occupancy Costs		
Utilities & Internet Costs		
Credit Report Pulls		
Local & National Learning Network Events (including travel costs)		
Client Incentives	\$ 2,050.00	Funds will be used for client incentives in the form of gift cards. Clients/participants will be randomly gifted a \$50 gift cards (41 gift cards) for attending the focus groups and workshops listed above in Marketing and Outreach.
Indirect Costs (10%)	\$ 4,545.00	
SUBTOTAL	\$ 49,995.00	
TOTAL	\$ 49,995.00	

All other provisions of Exhibit D shall remain in full force and effect.

8. Exhibit E (“Reporting”), shall be edited to include the following reports and dates:

Reports	Due Date
Legacy Planning Narrative Report and Client Snapshot	September 30, 2025
Legacy Planning Narrative Report and Client Snapshot	March 31, 2026
Legacy Planning Narrative Report and Client Snapshot	September 30, 2026
Legacy Planning Narrative Report and Client Snapshot	March 31, 2027

All other provisions of Exhibit E shall remain in full force and effect.

9. Exhibit J (“CFE Fund Public Outcome Definitions and Calculations”) shall be deleted and replaced in its entirety by the updated Exhibit H as below.
10. Exhibit L, titled “Code of Ethics and Professional Practices” shall be incorporated to the original Agreement, as below.
11. Ratification of the Agreement. As amended by this Third Amendment, the Agreement is in all respects ratified and confirmed, and the Agreement, as so amended by this Third Amendment, shall be read, taken and construed as one and the same instrument.
12. Severability. If any one or more of the covenants, agreements, provisions or terms or portions thereof of this Third Amendment shall be for any reason whatsoever held invalid, then such covenants, agreements, provisions or terms or portions thereof shall be deemed severable from the remaining covenants, agreements, provisions, or terms of this Third Amendment and shall in no way affect the validity or enforceability of the other covenants, agreements, provisions or terms or portions of this Third Amendment.
13. Counterparts. This Third Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Third Amendment by electronic mail in a “.pdf” file shall be effective as delivery of a manually executed counterpart of this Third Amendment.

All other terms and conditions that are not hereby amended are to remain in full force and effect.

IN WITNESS WHEREOF the parties hereto have caused this Third Amendment to be duly executed as of the date first above written.

**CITIES FOR FINANCIAL EMPOWERMENT
FUND, INC.**

By: _____
Name: Jonathan Mintz
Title: President and Chief Executive Officer

CITY OF PUEBLO, COLORADO

By: _____
Name:
Title:

Scope of Work

Where there may be discrepancies, this Scope of Work supersedes both the Request for Proposal and the Grantee Proposal.

- I.** As part of the Financial Empowerment Center Implementation Grant, the Grantee will:
- 1. Implement the FEC initiative in accordance with the model requirements (Exhibit C) provided by the CFE Fund, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on a set of training standards, data collection, and active partnership with the selected financial counseling provider(s) to manage the work. This financial counseling provider role either must be a nonprofit organization or a local government agency. The selected financial counseling provider(s) is hereafter referred to as the “Financial Counseling Provider”.**
 - a. CFE Fund has established both “Standard” and “High Performing” FEC benchmarks for Year 1 and Year 2. At a minimum, Grantees are required to meet the Standard FEC Year 1 and Year 2 benchmarks based on number of sessions per full-time counselor (as defined in Exhibit C) and number of outcomes per full-time counselor (as defined in Exhibit H - CFE Fund Public Outcome Definitions and Calculations):

Standard FEC Year 1 and 2 Benchmarks
 - Conduct and average of **380 sessions** per full-time counselor in Year 1 and an average of **500 sessions** per full-time counselor in Year 2.
 - Achieve an average of **80 outcomes** per full-time counselor in Year 1 and an average of **180 outcomes** per full-time counselor in Year 2.
High Performing FEC Year 1 and 2 Benchmarks
 - Conduct and average of **480 sessions** per full-time counselor in Year 1 and an average of **600 sessions** per full-time counselor in Year 2.
 - Achieve an average of **125 outcomes** per full-time counselor in Year 1 and an average of **225 outcomes** per full-time counselor in Year 2.
 - 2. Identify a manager from the City/County (the “Local Government Manager”) who will monitor all FEC activities, including the following:**
 - a. Serve as the contact person between the Grantee and the CFE Fund for all program management activities with the expectation that the Local Government Manager will devote the necessary time to the FEC initiatives as needed, along with other required job functions if applicable.
 - b. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.
 - c. Monitor the work of the Financial Counseling Provider(s), including but not limited to service delivery, counselor training and Code of Ethics adherence, reporting and progress towards target goals (number of sessions and outcomes).

- d. Coordinate all partnership development efforts to ensure FEC counselors are deployed effectively, including working closely with the Financial Counseling Provider(s) to identify, develop and maintain such partnerships, conduct outreach to initiate partnerships, and monitor progress.
- e. Participate in regular calls with the CFE Fund to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
- f. Track progress and service delivery through the Financial Empowerment Center Boost Outcomes Tool database (“FECBOT”) for at least the Grant Term.
- g. Participate in all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, any continuing education sessions, and CFE-Fund hosted trainings.
- h. Participate in all learning community activities, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - i) Attendance at national gatherings hosted by the CFE Fund.
 - ii) Participation in ad-hoc webinars or conference calls with other grantees and partners.
 - iii) Involvement in written communications about the work, which could include features on the CFE Fund website, newsletter, or written briefs.
- i. Coordinate fundraising and sustainability efforts, including identifying public and private funds for Year 2 to sustain the FEC, as well as exploring opportunities to further embed the work within the government.
 - i) Grantee will submit a Year 2 match funding proposal within nine months of the launch of the FEC.

3. Ensure that the Financial Counseling Provider(s) is delivering the service effectively and following the model requirements provided by the CFE Fund.

- a. Sign an agreement with the Financial Counseling Provider(s) that has a detailed scope of work including but not limited to requirements for staffing; counselor training; day-to-day operations; facilities; counselor deployment; use of the FECBOT and data security; partnership development; communications, and outcomes. The agreement with the Financial Counseling Provider(s) must remain active in order for the FEC to operate. If the initial agreement with the Financial Counseling Provider(s) is set to expire before the end of the Grant Term, it should be renewed by amendment or with a new agreement, assuming the Grantee intends to proceed with the Financial Counseling Provider(s). Once signed, the fully executed agreement with the Financial Counseling Provider(s), and any amendments or new agreements, must be shared with the CFE Fund. The Financial Counseling Provider(s) must be approved by the CFE Fund, with such approval not to be unreasonably withheld, conditioned, or delayed. Any changes to or at the selected Financial Counseling Provider(s) during the Grant Term, including but not limited to adding additional providers, termination of providers, and staffing changes, must be approved by the CFE Fund.
- b. Ensure that the Financial Counseling Provider(s) has identified a manager (the “FEC Manager”) to oversee the day-to-day operations and serve as the main contact for the Grantee and the CFE Fund.

- c. Support efforts to hire and train the financial counselors.
 - ii) Confirm all FEC staff members are trained in accordance with the CFE Fund-approved training plan.
 - iii) Support continuing education efforts, including identifying opportunities for counselors to learn about existing and new government programs.
- d. Work closely with the Financial Counseling Provider on day-to-day operations, reporting needs, partnership development, counselor supervision and sustainability efforts.
- e. Ensure, with the Financial Counseling Provider, that no material changes to operations are made without the prior approval and consent of the Grantee including change in hours of operation, staffing, partnerships, and locations.
- f. Work with the Financial Counseling Provider to monitor and track the quality of the service delivered and address any program issues.
- g. Support and inform the Financial Counseling Provider to develop and implement an effective deployment strategy for counselors based on City/County priorities, geographic needs, target population, partnership opportunities or other needs.
- h. Ensure that the FEC database is used for at least the duration of the grant for data collection and reporting; and that data security and client confidentiality protocols are in place.
- i. Ensure that the Financial Counseling Provider staff members attend all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, database trainings, any continuing education sessions, and CFE Fund-hosted trainings, as well learning community activities.

4. Coordinate efforts, along with the Financial Counseling Provider(s), to identify, secure and manage programmatic partnerships.

- a. Launch the FEC with a minimum of eight partnerships with internal City/County agencies or external community organizations (each, a “Program Partner”), with the goal of referring clients to the FEC.
- b. On an ongoing basis, work to deepen partnerships to ensure an effective and efficient process for clients of the partner organizations to access FEC services. Common strategies for integration design include:
 - i) *Defined Referral Process*: Program Partner’s case manager directs client to an FEC counselor or the referral is embedded within the program.
 - ii) *Co-Location*: An FEC counselor serves clients on site with the Program Partner on a regular basis.
 - iii) *FEC Participation Integrated Fully*: FEC services have become a normal part of the client journey for the partner organization. The Program Partner has formalized incentives, or has made FEC counseling an eligible way to fulfill general program requirements with the goal of fully integrating FEC services into the partner organization’s client journey.
 - iv) *Coordinated Case Management*: The FEC and Program Partner meet or communicate regularly to discuss client progress, encourage client retention and multiple session attendance, and work collaboratively to ensure an effective referral process.

- v) *Regular Reporting*: The FEC regularly shares information about program/client progress with the Program Partner.
- vi) *Data Sharing Agreement*: The FEC and Program Partner have executed a data sharing agreement to govern how client information is shared.
- vii) *Supervitamin Study*: The FEC and Program Partner have identified partner-specific outcome metrics and goals that they believe may be positively impacted by the integration of FEC services and are actively monitoring if said metrics are improving among clients receiving FEC services.
- c. Once launched, continue to identify and secure new programmatic partnerships within a range of services and locations, including within local government programs, nonprofit services or private companies.
- d. Work with Financial Counseling Provider to assess partnerships, ensuring effectiveness and impact.

5. Adhere to the following CFE Fund marketing and communications guidelines.

- a. Acknowledgements by the Grantee relating to the Grant will be given to “the Cities for Financial Empowerment (CFE) Fund”.
- b. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo are always included with the FEC logo.
- c. Prior written approval of the CFE Fund is required before the Grantee, or any employees, servants, agents or independent Grantees may, at any time, before, during or after completion or termination of this Agreement, make any statement to the press, make a public announcement or issue any material for publication through any medium of communication bearing on the work performed or data collected under this Agreement.
- d. The Grantee agrees to provide details about all Grant-related marketing and communication materials and events to the CFE Fund reasonably in advance to jointly determine appropriate branding opportunities for the CFE Fund and any relevant CFE Fund partners, including the Foundation. Materials include but are not limited to websites, newsletters, media releases, public announcements, event invitations and programs. The Grantee will request permission from the CFE Fund before using or modifying the FEC Public and FEC logos and related branded materials.
- e. The CFE Fund will provide specific communication protocols, including the guidelines in Exhibit G (the “Financial Empowerment Center Branding Assets Template”). Grantee also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.
- f. The Grantee shall not make any statement or otherwise imply to donors, investors, media, or the general public that the Foundation directly funds the activities detailed in the Scope of Work.
- g. The Grantee and its Vendor(s) may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional investors have made their official announcement or have otherwise given permission in writing.

6. Implement Legacy Planning as part of the FEC Model.

1. Incorporate legacy planning into the FEC model by providing FEC clients with legacy planning services and access to complete a will-based legacy plan through the CFE Fund’s selected online will-generation software. The FEC is responsible for the following:
 - a. Ensure all necessary FEC staff members (FEC Local Government Manager, FEC Program Manager, and FEC Counselors) complete the required legacy planning training provided by the CFE Fund, including the Code of Ethics and Professional Practices (v 2025) (as defined in Exhibit L – “Code of Ethics and Professional Practices”).
 - b. CFE Fund has established both “Standard” and “High Performing” benchmarks for Year 1 and Year 2. At a minimum, Grantees are required to meet the Standard Year 1 and Year 2 benchmarks on the average number of legacy planning counseling activities achieved per full-time counselor (as defined in Exhibit H – “CFE Fund Public Outcome Definitions and Calculations”) and the average number of will-generation software referral links distributed per full-time counselor:
 - i. “Standard” Year 1 and Year 2 Benchmarks:
 - i. An average of **3% of all Counseling Activities achieved** should occur in the Legacy Planning Service Plan per full-time counselor in Year 1, and an average of **5% of all Counseling Activities achieved** should occur in the Legacy Planning Service Plan per full-time counselor in Year 2.
 - ii. At least **3% of all clients** receive a will-generation referral link per FEC in Year 1, and at least **5% of all clients** receive a will-generation referral link per FEC in Year 2.
 - ii. “High Performing” Year 1 and Year 2 Benchmarks:
 - i. An average of **10% of all Counseling Activities achieved** should occur in the Legacy Planning Service Plan per full-time counselor in Year 1, and an average of **15% of all Counseling Activities achieved** should occur in the Legacy Planning Service Plan per full-time counselor in Year 2.
 - ii. At least **10% of all clients** receive a will-generation referral link per FEC in Year 1, and at least **15% of all clients** receive a will-generation referral link per FEC in Year 2.
2. The Grantee agrees to adhere to the following marketing and communication guidelines.
 - a. The Grantee and any Vendor(s) may not publicly announce the receipt of this Grant or its details until the CFE Fund has made its official announcement or has otherwise given permission in writing.
 - b. Prior written approval of the CFE Fund is required before the Grantee or any employees or agents make any statement to the press, make a public announcement, or issue any material for publication through any medium of communication bearing on the work performed or data collected under this MOU.
3. To support the incorporation of legacy planning into the Financial Empowerment Center Model, the CFE Fund will complete the following:

- a. Provide training for all FEC staff on national topics relevant to legacy planning and delivery methods, as well as training on online will-generation software;
- b. Add features to FECBOT to track legacy planning efforts;
- c. Coordinate regular opportunities for the Grantee to provide feedback and insights to advance program design and implementation;
- d. Provide guidance on outreach, messaging, and data collection;
- e. Collect, analyze, and share client feedback on legacy planning services; and
- f. Support Grantee efforts through learning community calls and be available via email.

II. FECBOT Database and Experian Connectivity

1. During the Grant Term, the Grantee will use the CFE Fund’s FEC database, FECBOT. The Grantee must obtain prior written approval from the CFE Fund before anyone at the FEC will be granted access to the FECBOT database. The CFE Fund will provide licenses for FEC program-essential personnel, such as the Financial Counselors, the FEC Manager, and the Local Government Manager (each, a “User”). However, all non-essential Users are subject to licensing fees and reasonably related management costs.
2. The Grantee will ensure that the Financial Counseling Provider(s) maintains rigorous client confidentiality when using FECBOT and Experian, and follows data collection protocols to ensure client confidentiality:
 - a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports.
 - b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, Local Government Manager, FEC Manager, and a limited number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Grantee’s other office locations. Any staff member who is authorized to access FECBOT will be required to sign the FECBOT User Agreement (see Exhibit I – “Sample FECBOT User Agreement”) and provide a copy to the CFE Fund’s FECBOT Administrator.
 - c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
 - d. Ensure each client understands and signs a Client Service Agreement form approved by the CFE Fund. Grantee must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Service Agreement.
 - e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Grantee client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full

- names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
- f. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
 - g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
 - h. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows “patches.”

III. License

1. Subject to compliance with all terms and conditions of this Agreement, the CFE Fund hereby provides the Grantee a non-exclusive and non-transferrable license to all City of Pueblo data stored in the FECBOT database during the Grant Term. The Grantee may only use this data for City of Pueblo Financial Empowerment Center program purposes, as permitted in Exhibit I (the "Sample FECBOT User Agreement"), and in accordance with instructions from the CFE Fund.
2. The Grantee acknowledges that CFE Fund owns all right, title, and interest in FECBOT, including all intellectual property rights and FECBOT data. Grantee further acknowledges that the CFE Fund has dedicated substantial resources to build, administer, and manage the FECBOT database and it is the sole intellectual property of the CFE Fund. If the Grantee violates the terms of this Agreement, including not effectively administering the terms and conditions in the FECBOT User Agreement, the CFE Fund may, in its discretion, provide Grantee a reasonable opportunity to cure or remedy the violation. Absent acceptable cure, the CFE Fund may terminate this license with reasonable notice to Grantee.

IV. Intellectual Property

1. The Grantee, and the Financial Counseling Provider(s), recognizes that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund to the Grantee, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
2. The Grantee, and its Financial Counseling Provider(s), will not use, transmit, display or publish, or otherwise license such materials without the CFE Fund’s prior written consent.

Financial Empowerment Center Model **(the “Model”)**

Please note that this provides a broad overview of the Financial Empowerment Center model (the “FEC Model” or the “Model”). During the course of engagement, the CFE Fund team will be providing further details on all components of the model. The Model has been developed by the CFE Fund in order to ensure consistency and high-quality standards. The Model should be actively followed by the Grantee. The Model may be amended, modified, supplemented, or otherwise revised by the CFE Fund. Any changes to the Model will be communicated by the CFE Fund during the course of technical assistance to the Grantee.

Model:

- Professional, one-on-one and free public service.
- Systematically track data and outcomes for client management and evaluation.
- Connects to a range of local government and nonprofit service delivery systems.
- Prioritizes sustainability efforts to become a permanent service in the locality.

Operations:

- Program implementation and management is led and overseen by the local government.
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies, formalized via MOU.
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in five primary areas: banking, savings, debt, credit, and legacy planning.
- Client retention, critical to outcome achievement, is prioritized as counselors work with clients to make progress on their action plan.
- All program managers and counselors must be trained based on the CFE Fund’s training standards and pass a CFE Fund–administered final exam.

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of direct service goal setting and light case management provided by highly trained professionals to advise people on their financial and personal goals in the areas of banking, savings, debt, credit, and legacy planning. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions can be either in person or remote (i.e. phone, video) given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client’s financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, access safe and affordable mainstream banking products, prepare for legacy planning, and protect assets. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community-based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by

establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves to further counselors' professional development and understanding of new financial issues that those with low incomes face.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. Partnerships deeply embed financial counseling/coaching into local government and nonprofit programs, advancing both programs' goals. Partnerships can have a variety of characteristics in a scale of increasing integration, which are: formalized via MOU, defined referral process, co-location, FEC participation fully integrated, coordinated case management, regular reporting, data sharing agreement, and Supervitamin Effects Study. Potential complementary program integrations could include: homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners are influential in the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts. The Grantee is required to use FECBOT and participate in all national data collection, tracking, and evaluation activities throughout the Grant Term. The Grantee will have access throughout the Grant Term to all local data collected and is able to create customized reports.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation. Learning community calls or events are valuable opportunities to learn and share best practices.

CFE Fund Public Outcome Definitions and Calculations

(To Be Attached)

Code of Ethics and Professional Practices

(To Be Attached)

FEC Public Outcome Definitions and Calculations

Outcome Documentation and Verification

As a public service, Financial Empowerment Centers must hold themselves to the highest standards of accountability. A key way the FEC does this is by requiring that all FEC outcomes are documented and verified. The official or client-signed documentation must be uploaded or recorded in FECBOT as part of the client's record and should be readily accessible in cases of a formal audit. The local FEC management team should develop verification protocols to confirm that all outcomes claimed can be substantiated. Documentation can include scanned paper documents, electronic communications, mobile screenshots, or a declaration signed by the client.

BANKING OUTCOMES

Outcome

Open a safe and affordable banking account

Definition

A client opens a safe and affordable account.

Philosophy

Banking access is critical to individual and community financial security.

Outcome Achievement

- The outcome is achieved once per account opened by and for the client.
- Up to two outcomes can be achieved per session, one for savings and one for checking and up to three outcomes over the course of the client's FEC engagement.
- A safe and affordable account is determined by each local FEC management team, following guidance from CFE Fund and the Bank On National Account Standards.
- Transaction and savings accounts are eligible.
- All clients are eligible to achieve this outcome regardless of their initial or current banking status.

Calculation

This outcome is achieved every time a counselor indicates, "Yes" to the question "Did client achieve this?" for a maximum of 3 outcomes.

Eligible Documentation

- Statement of account with client's name & account terms and conditions; OR
- Official confirmation of account opening from financial institution; OR
- Declaration signed by client

Open a Safe and Affordable Account Banking Account—Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Total Outcomes Achieved
A	<ul style="list-style-type: none"> Has opened new safe and affordable checking account? Has opened new safe and affordable savings account? 	No	Yes	2 outcomes are achieved. The client is eligible for one additional outcome at a later date if a third account is opened.
		No	Yes	
B	<ul style="list-style-type: none"> Has opened new safe and affordable checking account? Has opened new safe and affordable savings account? 	No	No	0 – Client did not open any new accounts.
		No	No	

Outcome

Use banking account actively

Definition

A client begins using a banking account in two or more of the following ways and maintains active use of the account over the course of multiple sessions.

- Eligible Account Uses:
 - Making debit transactions
 - Using direct deposit
 - Making deposits (any non-ACH (check or cash) deposit)
 - Using online or automatic bill pay
 - Making withdrawals (ATM, teller withdrawal, transfer to another account)
 - Using bank issued money order or cashier's check
 - Making peer-to-peer transactions (inflow and outflow)

Philosophy

Fostering active use of the banking account furthers a client's ability to manage finances.

Outcome Achievement

- Can be achieved once over the course of the client's FEC engagement.
- Clients are eligible for the outcome who have never used the account or have only used it in one of the listed ways.
- The outcome is achieved when the client uses an account in two or more ways, for at least two follow-up sessions. The sessions do not need to be consecutive, and the ways the client used the account do not need to be the same.

- Initial Session: To determine eligibility and set a baseline for the outcome counselors should ask whether the client has used their account(s) in the listed ways in the last month. If they already are using their account(s) in two or more ways, they are ineligible for achieving this outcome.
- 2+ Follow-up Sessions: Counselors should ask whether the client has used their account in the listed ways since the most recent session. If the client has used the account in two or more of the listed ways, they will achieve only one outcome, regardless of the number of new account uses registered.
- Only clients who attend three or more sessions can achieve this outcome.

Calculation

If counselor answers, “No” to “Is the client actively using their banking account(s)?” when the initial intake of banking account uses is taken, then answers “Yes” to that assessment question (regardless of number of uses registered) in two subsequent sessions.

Eligible Documentation

Documentation from financial institution demonstrating:

- debit transactions
- direct deposit
- deposits (any non-ACH (check or cash) deposit
- online or automatic bill pay
- withdrawals (ATM, teller withdrawal, transfer to another account)
- bank issued money order or cashier’s check
- peer-to-peer transactions (inflow and outflow); OR
- Merchant receipt or proof of payment demonstrating one of the above payment methods; OR
- Screen shot of financial institution app demonstrating one of the above uses; OR
- Declaration signed by client

Use Banking Account Actively—Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
A	Is the client actively using their banking account(s)?	Yes – client says they have done two or more of listed uses in the past month	N/A	N/A	N/A	0 - Ineligible

B	Is the client actively using their banking account(s)?	No – Client only made a withdrawal in the past month (1 use)	Yes – client says they've made a withdrawal and a deposit since last session (2 uses)	No – Client only made a withdrawal (1 use)	Yes – Client says they've made a debit transaction, made a withdrawal and received a direct deposit (3 uses)	1 outcome achieved (no additional outcomes possible)
C	Is the client actively using their banking account(s)?	No – Client doesn't have account	No – Client just opened up account, but plans to set up direct deposit (0 uses since last session)	Yes – Client received a direct deposit, made a withdrawal, and made a debit transaction (3 uses)	Yes – Client received a direct deposit and made a deposit (2 uses)	1 outcome achieved (no additional outcomes possible)

CREDIT OUTCOMES

Outcome

Establish a credit score.

Definition

A client, who originally had no credit score, now has a credit score.

Philosophy

Credit history and score are key indicators of a person's financial life and used by a diverse range of actors to make decisions about a person's access to financial and non-financial opportunities.

Outcome Achievement

- This outcome can be achieved once over the course of the client's FEC engagement.
- Clients are eligible if they have a '0' credit score: are unscored (9003 or 9002 code) or are credit invisible (no record found) on the Experian credit report that is pulled into FECBOT.
- The outcome is achieved when the credit report score changes to being between 300 and 850.
- Only clients who attend two or more sessions can achieve this outcome.

Calculation

Comparing client's baseline credit score, '0' to most recent score in 300-850 range.

Eligible Documentation

Two or more Experian credit reports in FECBOT demonstrating change in status.

Establish a credit score—Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Total Outcomes Achieved
A	Current FICO Credit Score	0	300 – 850 range	1 outcome achieved (no additional outcomes possible, client will now work towards increasing their credit score)
B	Current FICO Credit Score	0	0	0 - Client remains unscored/credit invisible

Outcome

Increase credit score by at least 35 points.

Definition

A client's credit score increases by at least 35 points.

Philosophy

Higher credit scores allow for better terms and conditions for a range of services and cheaper ways to borrow money.

Outcome Achievement

- This outcome can be achieved multiple times per session and over the course of a client's FEC engagement (e.g. 70 points counts as two outcomes).
- Clients with score between 300 and 850 are eligible for this outcome.
- Only clients who attend two or more sessions can achieve this outcome.

Calculation

- This outcome is calculated by comparing a client's baseline credit score value to their most recent.
- The baseline credit score is updated every time the outcome is achieved (the new baseline is the new score that is 35+ points higher than the old baseline). The baseline can also be updated if the client's credit score decreases (e.g. they only have to increase it 35 points from the more recent, lower value).

Eligible Documentation

Two or more Experian credit reports in FECBOT demonstrating change in score.

Increase credit score by at least 35 points—Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Session 5	Total Outcomes Achieved
A	Current FICO Credit Score	550	550	600			1 outcome achieved
B	Current FICO Credit Score	520	510 – baseline reset to lower value	550 – 1 outcome, positive increase of 40 points	555 – no outcome, baseline remains 550,	600 – 1 outcome achieved, positive increase of 50 points, baseline is updated to 600	2 outcomes achieved
C	Current FICO Credit Score	620	635	640	700 – 2 outcomes, positive increase of 80 points, baseline is updated to 700		2 outcomes achieved
D	Current FICO Score	600	550 – baseline reset to lower value	570			0 – client would need to increase to 585+ in future session to achieve 1 outcome)

DEBT OUTCOMES

Outcome

Decrease non-mortgage debt by at least 10%

Definition

A client's non-mortgage debt decreases by at least 10%.

Philosophy

Although some debt represents a productive investment in assets, reducing non-mortgage debt can make resources available for saving or spending to improve quality of life; it can also lead to a higher credit score.

Outcome Achievement

- This outcome can be achieved only once per session, if the total non-mortgage debt is reduced by 10% or more.
- This outcome can be achieved multiple times over a client’s FEC engagement.
- Clients whose credit reports show debt, and those who report other debt, are eligible for this outcome.
- Only clients who attend two or more sessions can achieve this outcome.

Calculation

- The outcome is calculated by comparing a client’s baseline total non-mortgage debt value (sum of client’s revolving balance and non-mortgage installment balance reported on the credit report in FECBOT plus “other debt” reported by the client and manually entered into FECBOT), to their most recent total value.
- The baseline value is updated every time the outcome is achieved (new baseline is the lower value that is less than or equal to 90% of the previous baseline) or when the total debt value increases.
- Only one outcome can be achieved in each session even if the total amount of non-mortgage debt reduced is greater than 10% (e.g. a 100% decrease in non-mortgage debt in one session is only one outcome).

Eligible Documentation

- Credit pull demonstrating debt reduction; OR
- Letter from creditor or debt collector demonstrating debt reduction; OR
- Declaration signed by client.

Decrease non-mortgage debt by at least 10%--Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Session 5	Total Outcomes Achieved
A	<ul style="list-style-type: none"> • Credit Report Non-Mortgage Debt: • Other Debt: • Total Nonmortgage Debt: 	\$5,000 \$0 \$5,000	\$4,700 \$0 \$4,700	\$4,225 \$0 \$4,225			1 outcome achieved, reduction of 15.5%

B	<ul style="list-style-type: none"> • Credit Report Non-Mortgage Debt: • Other Debt: <p>Total Nonmortgage Debt:</p>	<p>\$9,000</p> <p>\$1,200</p> <p>\$10,200</p>	<p>\$9,500</p> <p>\$1,200</p> <p>\$10,700 *baseline updated to higher value</p>	<p>\$9,300</p> <p>\$0</p> <p>\$9,300</p>			1 outcome achieved, reduction of 13.1%
C	<ul style="list-style-type: none"> • Credit Report Non-Mortgage Debt: • Other Debt: <p>Total Nonmortgage Debt:</p>	<p>\$500</p> <p>\$0</p> <p>\$500</p>	<p>\$250 – 1 outcome achieved (50 % reduction), baseline reset to lower value</p>	<p>\$200 – 1 outcome achieved (20% reduction), baseline reset to lower value</p>	<p>\$5,000 – baseline reset to higher value</p>	<p>\$4,800</p>	2 outcomes achieved, would need to decrease by another \$300 to claim 3 rd outcome

Outcome

Reduce the number of delinquent accounts.

Definition

A client has at least one fewer delinquent (past due) account on their credit report.

Philosophy

On time bill payment is the most important part of the credit score algorithm.

Outcome Achievement

- This outcome can be achieved multiple times per session (once per account brought current) and over a client’s engagement.
- Only clients with delinquent accounts are eligible.
- Only clients who attend two or more sessions can achieve this outcome.

Calculation

- This outcome is calculated by comparing a client’s baseline number of delinquent accounts reported on their credit report in FECBOT to their most recent value.
- The baseline value is updated every time the credit report is pulled if the number of delinquent accounts is higher.

Eligible Documentation

Two or more Experian credit reports pulled directly into FECBOT demonstrating reduction in delinquent accounts.

Reduce the number of delinquent accounts—Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
A	Number of Delinquent Accounts	5 accounts	5 accounts	3 accounts– 2 outcomes achieved, baseline updated to 3	4 accounts, baseline updated to 4	2 outcomes achieved
B	Number of Delinquent Accounts	0	0	1	0 – 1 outcome achieved	1 outcome achieved

SAVINGS OUTCOMES

Outcome

Increase amount set aside for the future.

Definition

A client increases their total monetary savings by an amount equal to at least one week’s worth of their income.

Philosophy

Small amounts of savings can mitigate income volatility and unexpected expenses, which can lead to financial instability.

Outcome Achievement

- This outcome can be achieved once per session, and multiple times over a client’s FEC engagement.
- To achieve this outcome, counselors must enter all income sources and current savings (not being used in the coming month) in FECBOT’s Money Tracker. These values must be updated in the Money Tracker every session where savings is discussed.
- All clients are eligible for this outcome.
- Only clients who attend two or more sessions can achieve this outcome.

Calculation

- This outcome is calculated by comparing a client’s “Current Amount of Total Savings” value (sum of savings types) to their baseline.
- The baseline is set when they first complete the savings section of the Money Trackers, and updated every time the outcome is achieved, their income increases or decreases, or their baseline savings decreases.

- The client's monthly income (post-tax) recorded at a prior session is used to calculate the increase in savings required to achieve the outcome (changes to income recorded at the current session would not impact an outcome that could be otherwise achieved).
- One week's worth of income is calculated by taking the sum of all income listed on the Money Tracker and multiplying the monthly amount by 24%.

Eligible Documentation

- Statement of account with client's name (if a formal location); OR
- Financial institution-based account balance information; OR
- Letter signed by entity or individual holding funds; OR
- Declaration signed by client.

Set aside at least one week's worth of income for the future—Example Scenarios

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
A	Current Amount of Total Savings	\$1,000	\$1,000	\$1,500	\$1,500	1 outcome achieved in Session 3 (based on most recent monthly income as reported at Session 2)
	Monthly Income	\$2,000	\$2,000	\$2,500	\$2,500	
	Baseline	$(2,000 \times .24) + 1,000 = \$1,480$	\$1,480	\$1,480	\$2,100	
B	Current Amount of Total Savings	\$500	\$0	\$150	\$2,000	1 outcome achieved in Session 4 despite more than 5x increase
	Monthly Income	\$1,500	\$1,500	\$1,500	\$1,500	
	Baseline	$(1500 \times .24) + 500 = \860	\$860	\$360	\$360	

Outcome

Adopt new savings behaviors.

Definition

A client reports using any one or more of several research-based savings behaviors or strategies over multiple sessions.

Philosophy

Adoption of positive behaviors (aka strategies) may be more indicative of long-term financial stability than a snapshot of savings balances.

Behavior	Examples (counselors may use other examples as well)
Spend Less	Reduce Spending: buy less expensive things Avoid Spending: don't buy things you want Follow a budget or rules about how much to spend or save
Set Aside Bigger Amounts of Money	Set aside change or a percent of each purchase Set aside windfalls or spikes in income
Make More Money to Set Aside	Sell something you own and set aside the money Earn more (work more hours, take another job) and set aside the money Move money to higher interest accounts
Set Aside Money More Frequently	Make more deposits Get reminders to move money into savings from an app or a person
Convert Cash to Assets So it Can't be Spent	Pay in advance or buy in bulk Buy something to sell later Lend money to someone who will pay it back later Increase withholding to get a bigger tax return
Mentally Separate Spending Money from Money Set Aside for the Future	Keep funds in one place but tell yourself that certain amounts are for spending versus saving
Physically Separate Spending Money from Money Set Aside for the Future	Put cash at home in different places for spending versus saving (envelopes, jars etc.) Use separate checking and savings accounts Use multiple savings accounts for different goals or timeframes
Set Aside Money Automatically	Use direct deposit Split direct deposit or tax refund into savings and checking Use automatic transfers into savings Use an app that automatically moves money into savings
<i>Note: Opening a bank account is critical to savings and could be considered a 10th good savings behavior. It is not included here because opening a banking account is a separate outcome.</i>	

Savings Behaviors

Outcome Achievement

- This outcome can be achieved only once per session, regardless of how many behaviors were adopted at that session, but multiple times over a client's FEC engagement if they continue to adopt more behaviors.
- Clients are eligible for this outcome if there is at least one behavior which they were not using when their initial intake of savings behaviors was completed.
- To achieve this outcome, counselors must discuss all eight savings strategies during the initial savings session, and enter whether the client used any of the behaviors in the last month. At

each follow-up session, counselors should ask whether the client has started any of previously unused strategies and enter their responses.

- Only clients who attend three or more sessions can achieve this outcome.

Calculation

The outcome is achieved when: (a) Client was not currently engaged in a given savings behavior when their initial intake of savings behaviors was completed “No”; (b) Client started the behavior while in counseling “Yes”; and (c) The new behavior is recorded “Yes” at any two subsequent (not necessarily consecutive) counseling sessions.

Eligible Documentation

To demonstrate that a behavior has been adopted at least two forms of documentation must be provided (one per occurrence)

- Credible documentation demonstrating behavior; OR
- Declaration signed by client

Adopt new savings behaviors—Example Scenario

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
A	1. Spend Less 2. Set aside bigger amounts of money 3. Make more money to set aside 4. Set aside money for frequently 5. Convert cash to assets so it can't be spent 6. Mentally separate spending-money from money to set aside for the future 7. Physically separate spending-money from money set aside for the future 8. Set aside money automatically 9. Other	1. No 2. No 3. No 4. No 5. No 6. No 7. Yes 8. Yes 9. No *Because they are already “physically separating” and “setting aside money automatically” these two are ineligible to count towards future outcomes	1. Yes 2. Yes 3. No 4. No 5. No 6. Yes. 7. Yes 8. Yes 9. No	1. Yes 2. No 3. No 4. No 5. No 6. Yes 7. Yes 8. Yes 9. No *1 outcome achieved, two new behaviors adopted (Spending Less & Mentally separating)	1. Yes 2. Yes 3. No 4. No 5. No 6. Yes 7. Yes 8. No 9. No *1 outcome achieved, 1 new behavior adopted (set aside bigger amounts of money)	2 outcomes achieved

LEGACY PLANNING OUTCOMES

Outcome

Prepare for legacy planning.

Definition

A client completes any two research-backed counseling activities which increase their readiness to take actions that protect and/or transfer assets in the event of their incapacitation or demise.

Philosophy

Identifying assets and beginning to understand legacy planning options prepares clients to take action to protect and/or transfer assets in the event of their incapacitation or demise.

Outcome Achievement

- All clients are eligible for this outcome.
- This outcome can be achieved multiple times in one FEC session.
- This outcome can be achieved multiple times over the course of a client’s FEC engagement.

Calculation

- This outcome is achieved every time a client achieves any two of the following activities:
 - Create list of assets
 - Estimate legacy planning expenses
 - Complete Trust&Will.com Preparation Document
 - Review life insurance policies
 - Review other insurance plans (disability, AFLAC, home, etc.)
 - Review property title
 - Review vehicle title
 - Organize and safely store executed legacy planning materials
- Each counseling activity can be achieved multiple times, but only once per session.
- Achievements do not need to occur in the same session to count towards the outcome.

Eligible Documentation

- Client signs Client Outcome Declaration form.
- Counselors may **not** upload any documents related to achieving this outcome into the FEC database.

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Total Outcomes Achieved
A	• Create list of assets	No	Yes	No	1 outcome is achieved in Session 2. The client is eligible for additional outcomes at a later date once 2 additional counseling activities are achieved.
	• Review life insurance policies	No	Yes	No	

B	• Create list of assets	No	Yes	No	0 – Client needs to achieve 1 additional counseling activity to achieve an outcome.
	• Review life insurance policies	No	No	No	
C	• Create list of assets	No	Yes	No	1 outcome is achieved in Session 3. The client is eligible for additional outcomes at a later date once 2 additional counseling activities are achieved.
	• Review life insurance policies	No	No	Yes	

Outcome

Protect an asset.

Definition

A client creates formal documentation of asset ownership and/or asset transfer instructions.

Philosophy

Formally documented asset ownership and transfer instructions prevent the client’s assets (including their self-determination concerning their health and finances) from being lost or diminished in the event of their incapacitation or demise. Taking formal action to protect an asset in the event of a client’s incapacitation supports the client’s wishes and facilitates the transfer of assets to subsequent generations.

Outcome Achievement

- This outcome can be achieved multiple times in one FEC session.
- This outcome can be achieved multiple times over the course of a client’s FEC engagement.
- All clients are eligible for this outcome.

Calculation

- This outcome is achieved every time a client achieves any of the following counseling activities:
 - Add beneficiaries to bank account(s)
 - Add beneficiaries to retirement/investment account(s)
 - Add beneficiaries to insurance policies
 - Update property title
 - Update vehicle title
 - Execute Last Will & Testament
 - Execute HIPPA Authorization
 - Execute Power of Attorney
 - Execute Living Will
- Each counseling activity can be achieved multiple times over the course of a client’s FEC engagement but only once per session. Multiple outcomes can be achieved each session – one per each counseling activity achieved.

Eligible Documentation

- Declaration signed by client via Client Outcome Declaration Form.
- Counselors may **not** upload into the FEC database any documents related to achieving this outcome.

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Total Outcomes Achieved
A	<ul style="list-style-type: none"> • Add beneficiaries to bank account(s) 	No	Yes	Yes	2 - one outcome in Session 2 and another in Session 3. The client is eligible for additional outcomes if the counseling activity is achieved again in a future session.
B	<ul style="list-style-type: none"> • Execute Last Will & Testament • Execute HIPAA Authorization • Execute Power of Attorney • Execute Living Will 	No	Yes	No	4 outcomes are achieved in session 2. The client is eligible for additional outcomes if any of the counseling activities are achieved again in a future session.

Financial Counselor Code of Ethics and Professional Practices

Code of Ethics

CFE certified financial empowerment counselors and coaches shall be guided by the following principles and values:

- Integrity and honesty
 - Engage and conduct oneself in a manner that encourages honesty and ethical conduct among clients, the organization and external parties
 - Disclose any potential conflicts of interests
 - Avoid the appearance of impropriety or self-dealing
- Client-Centered Focus
 - Ascertain the client's goals and vision, and ensure that financial advice and guidance given aligns with client goals and vision
 - Ensure that the client understands financial advice given, any potential risks and is able to make informed decisions
 - Maintain awareness of diverse cultural practices, norms and beliefs in order to provide culturally responsive guidance
- Confidentiality
 - Acquire and disseminate information through ethical and appropriate means
 - Safeguard restricted or confidential information
 - Secure client's informed consent and understanding of need to share before sharing client's restricted or confidential information
- Competence
 - Apply and continuously update knowledge, skills and/or training necessary to assist clients
 - Acknowledge and openly communicate to clients limits on expertise, skills and/or training
 - Maintain and facilitate access or referrals to professionals and other resources to provide the client with competent guidance in matters beyond the scope of counselor/coach expertise
- Professionalism
 - Exhibit respect and honesty in all dealings with client and others
 - Engage in conduct that exhibits respect for a client's concerns, goals and values; and does not dismiss, disparage or display untrustworthy behavior towards client or others
- Respect
 - Treat everyone with respect and dignity
 - Promote and enforce zero tolerance towards conduct and policies that discriminate based on gender, race, ethnicity, national origin, religion or sexual orientation, socio-economic status or educational attainment; or demonstrate favoritism, or create a hostile environment for clients, co-workers or others

Code of Conduct

Integrity and honesty	Financial counselors and coaches shall not:	Integrity and honesty
<ul style="list-style-type: none"> ●Engage and conduct oneself in a manner that encourages honesty and ethical conduct among clients, the organization and external parties 	<ul style="list-style-type: none"> ●Engage in conduct that encourages or suggests tolerance of lack of honesty and unethical conduct by clients, the organization or external parties 	<ul style="list-style-type: none"> ●Counselor/coach falsifies or encourages or leads client to falsify information; conspiring with creditor to misrepresent debt status on client’s credit report in exchange for payment
<ul style="list-style-type: none"> ●Disclose any potential conflicts of interests 	<ul style="list-style-type: none"> ●Fail to disclose personal, organization’s or related party’s interest in outcomes, or benefits to be derived from client’s case 	<ul style="list-style-type: none"> ●Referring client: to an attorney who is a relative; to bank that makes an annual contribution because of customer referral
<ul style="list-style-type: none"> ●Avoid the appearance of impropriety or self-dealing 	<ul style="list-style-type: none"> ●Engage in conduct that creates the impression that counselor/coach is involved in dishonesty, inappropriate behavior, or stands to gain from actions even if unintended or not guided by inappropriate motives 	<ul style="list-style-type: none"> ●Counselor/coach deliberately withholds information from client, becomes romantically involved with client; presses client to open account at specific bank without evaluating costs and terms because of year-end performance metrics
<ul style="list-style-type: none"> ●Provide client with best financial advice based on most objective factual information available 	<ul style="list-style-type: none"> ●Fail to maintain and update knowledge on latest changes or new information on rules/regulations, or information derived from handling client’s case 	<ul style="list-style-type: none"> ●Not staying abreast of changes to consumer regulations so client cannot best assert rights; not informing client of new offer from creditor in negotiating debt settlement because counselor/coach thinks a lower offer is possible

Client centered focus	Financial counselors and coaches shall not:	Examples:
<ul style="list-style-type: none"> ● Ascertain the client’s goals and vision, and ensure that financial advice and guidance given aligns with client goals and vision 	<ul style="list-style-type: none"> ● Fail to discuss and solicit information from client on concerns and what s/he wants to accomplish before offering guidance 	<ul style="list-style-type: none"> ● Making assumptions about what is best in the counselor/coach’s judgment; substituting own judgment for client’s, and creating plan based on own judgment
<ul style="list-style-type: none"> ● Ensure that the client understands financial advice given, any potential risks and is able to make informed decisions 	<ul style="list-style-type: none"> ● Fail to confirm client’s understanding of financial advice given, that client understands the pros and cons of the advice and its consequences, and makes a decision based on a full explanation of information 	<ul style="list-style-type: none"> ● Advising a parent to help a child build credit by obtaining an authorized user card without explaining that the parent is primarily liable for the debt, and credit can be damaged if child is not as responsible user or guarantying a loan that might result in collection action again guarantor when primary borrower doesn’t pay
<ul style="list-style-type: none"> ● Attend to and execute duties for client in timely manner 	<ul style="list-style-type: none"> ● Fail to meet deadlines for which they have taken responsibility, advise client if there are delays or need to reschedule or extension requests needed 	<ul style="list-style-type: none"> ● Not showing up at all or on time for scheduled meetings without giving client reasonable notice; not meeting deadlines for which s/he has taken responsibility, or completing work as agreed with client
<ul style="list-style-type: none"> ● Update client on relevant developments 	<ul style="list-style-type: none"> ● Fail to update client on new developments, progress or setbacks in case 	<ul style="list-style-type: none"> ● Not informing client that circumstances have changed in consumer protection laws; letting client know about additional information needed and deadline if any; not informing client of decisions received on relevant aspect of case such as creditor’s settlement offer or denial
<ul style="list-style-type: none"> ● Maintain awareness of diverse cultural practices, norms and beliefs in order to provide culturally responsive guidance 	<ul style="list-style-type: none"> ● Fail to learn about the client’s cultural, concerns and values; fail to provide guidance and solutions that are culturally appropriate in the context, and can be implemented by the client ● Make assumptions about the client’s culture, religion or values; impose own values and perspectives; take for granted that client understands the process or system without confirming understanding respectfully and tactfully 	<ul style="list-style-type: none"> ● Assuming client is familiar with the real estate transactions in a home buying process; not taking a client’s immigration status into account when providing financial advice; not arranging for a competent and non-conflicted translator for a limited English language speaker; not making appointments on certain holidays

Confidentiality	Financial counselors and coaches shall not:	Example:
<ul style="list-style-type: none"> Exercise care in protecting client information from unintended and unauthorized disclosure 	<ul style="list-style-type: none"> Fail to exercise care to prevent unauthorized access or exposure to client information 	<ul style="list-style-type: none"> Leaving client file, or computer screen unattended in a public space; sharing client information over a public platform; speaking with an authorized client about a client in an open space where an unauthorized person may overhear
<ul style="list-style-type: none"> Maintain an environment that protects client privacy and confidentiality during counseling/coaching sessions and during all communications 	<ul style="list-style-type: none"> Provide counseling sessions in a setting in which client information, and counseling/coaching session can be overheard, or documents and communication are open to view by public or others without the consent of the client 	<ul style="list-style-type: none"> Providing counseling/coaching sessions in an open area vs. a private area; speaking to client or to a third party about a client matter over the phone where conversation can be overheard by others
<ul style="list-style-type: none"> Maintain and store client information, data and communications in a manner that results in the greatest security and privacy possible 	<ul style="list-style-type: none"> Maintain and store client information, data and communications in areas accessible by unauthorized individuals 	<ul style="list-style-type: none"> Placing client files in cabinet with general organization operational files accessible by non-counseling/coaching staff; not requiring a password, or security code or key for access to storage modality with client records
<ul style="list-style-type: none"> Provide client with confidentiality and privacy policy 	<ul style="list-style-type: none"> Fail to advise client in writing about his/her right to have information shared with counselor/coach be held in confidence, and there is a right to privacy, including when and under what circumstances information will be shared 	<ul style="list-style-type: none"> Advising client that information may be shared with supervisor or colleagues to develop solutions; that information will not be shared with third parties including spouses and family members without specific consent
<ul style="list-style-type: none"> Obtain written consent or authorization of client for all external client information disclosures except where there is a violation of any legal or regulatory provisions, where the law requires disclosure of reporting 	<ul style="list-style-type: none"> Share client information with external social service, government, institutions or individuals without express written consent of a client, except where the law requires disclosure or reporting 	<ul style="list-style-type: none"> Call bank to discuss client's account; contacting a social service agency and divulging identifying information without the client's written consent; discussing a case with identifying information with a counselor/coach's family member. Exception where the law requires reporting of instances of physical or other abuse, or threat of danger

Competence	Financial counselors and coaches shall not:	Example:
<ul style="list-style-type: none"> ● Apply the knowledge, skill, and preparation necessary to advise the client 	<ul style="list-style-type: none"> ● Undertake a client case without preparation, education, knowledge and/or training necessary to assist the client, or access to professionals or resources to provide the client with competent guidance 	<ul style="list-style-type: none"> ● Counselor/coach has not received education or training in financial content, and or is a new counselor who does not have access to a supervisor, colleagues or others who can work closely to ensure that client is getting the proper financial advice
<ul style="list-style-type: none"> ● Engage in continuous update of knowledge of changes, trends and best practices 	<ul style="list-style-type: none"> ● Fail to continue formal and informal education after initial training to keep abreast of changes in rules, regulations, financial products and industry best practices 	<ul style="list-style-type: none"> ● Not continue to read industry related materials, attend conferences, seminars or training
<ul style="list-style-type: none"> ● Engage other professionals, partners and resources when necessary to address client needs 	<ul style="list-style-type: none"> ● Fail to engage other experts, partners and resources when necessary to adequately address the client's needs 	<ul style="list-style-type: none"> ● A legal or health issue is identified during a session on which the counselor/coach is not qualified to address, and is should be referred to an attorney or appropriate medical service provider
<ul style="list-style-type: none"> ● Acknowledge and openly communicate to clients limits on expertise, skills and/or training 	<ul style="list-style-type: none"> ● Fail to inform clients that requested advice is beyond the scope of counselor's expertise, skills and/or training; deliver advice in an area where a professional license is required 	<ul style="list-style-type: none"> ● A client asks for legal advice about creating a will vs. a trust

Professionalism	Financial counselors and coaches shall not:	Example:
<ul style="list-style-type: none"> Exhibit respect and honesty in all dealings with client and others 	<ul style="list-style-type: none"> Disparage, dismiss or act in a manner that exhibits lack of respect towards a client or his concerns and values; or display untrustworthy behavior towards client or others 	<ul style="list-style-type: none"> Counselor/coach dismisses concerns expressed by client as unimportant, or failures to deliver on promises or commitments; demonstrating a lack of due care in handling the client's matter
<ul style="list-style-type: none"> Aspire towards excellence in service and responsibility for best client outcomes 	<ul style="list-style-type: none"> Intentionally, or knowingly fail to do all that is necessary and appropriate to deliver the best outcomes for the client 	<ul style="list-style-type: none"> Counselor/coach does not consult colleagues or legal counsel to examine alternatives solutions to client's issues when s/he is aware that such additional advice may impact an outcome
<ul style="list-style-type: none"> Aspire to contribute to the body of knowledge and best practices in financial empowerment 	<ul style="list-style-type: none"> Fail to learn and improve own knowledge and skills, and share them with colleagues and others in the financial empowerment community 	<ul style="list-style-type: none"> Counselor learns about new banking product for low-income clients, or new resources, and does not share it with colleagues and/or organization

Respect	Financial counselors and coaches shall not:	Example:
<ul style="list-style-type: none"> ● Treat everyone with respect and dignity 	<ul style="list-style-type: none"> ● Discriminate based on gender, race, ethnicity, national original, religion or sexual orientation, socio-economic status or educational attainment; or demonstrate favoritism, or create a hostile environment for clients, co-workers or others 	<ul style="list-style-type: none"> ● Counselor/coach refuses to work with members of certain groups, or provides more service to group not based on need but on favoritism, or makes members of certain groups feel unwelcome, or subject to inappropriate behavior
<ul style="list-style-type: none"> ● Strive to enhance access to information, opportunities and resources for the vulnerable 	<ul style="list-style-type: none"> ● Fail to attempt to identify resources and opportunities for those who are likely to have no limited access 	<ul style="list-style-type: none"> ● Having documents, explanations written in foreign language; connecting client to benefits they are unaware of, but for which they are eligible
<ul style="list-style-type: none"> ● Strive to contribute to the body of knowledge that will improve policies that address the needs of the poor, working poor, and disadvantaged 	<ul style="list-style-type: none"> ● Fail to call attention to issues or trends that are identified that have an impact on the financial well-being of clients or communities, and creating or contributing to opportunities to improve policies 	



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING THE FY 20 & 23 SECTION 5307 - OPERATING, PM & PARATRANSIT GRANT AGREEMENT, FAIN CO-2025-003-00, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$2,862,090 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the United States of America for FY 2020 & 2023 Transit Operating expenditures.

PREVIOUS COUNCIL ACTION:

Council has previously approved the FY 2020 & 2022 Operating Grant between the City of Pueblo, a Colorado Municipal Corporation, and the Federal Transit Administration to subsidize the City's Mass Transit System.

BACKGROUND:

Pursuant to Federal Transit Administration Award No. # CO-2025-005-00, the City has been awarded \$2,862,090 full apportionment of FY2020 carry over fund balance and FY 2023 5307 funding that will be matched by \$2,179,198 in local funds. The local funds are from City of Pueblo's, a Colorado Municipal Corporation, general fund as dedicated by the City's FY2023 budget. These funds are intended to subsidize Pueblo Transit's additional operating expenditures incurred in FY 2023.

FINANCIAL IMPLICATIONS:

The anticipated total project cost is \$5,041,288.00. The Federal share is \$2,862,090 and the required local match is \$2,179,198.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo, a Colorado Municipal Corporation, to provide all funding necessary to cover expenditures incurred in FY 2023.

RECOMMENDATION:

Approval of the Ordina

ATTACHMENTS:

1. Operating Grant 2020 & 2023 Attachment

ORDINANCE NO.

AN ORDINANCE APPROVING THE FY 20 & 23 SECTION 5307 - OPERATING, PM & PARATRANSIT GRANT AGREEMENT, FAIN CO-2025-003-00, BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$2,862,090 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The FY20 & 23 Section 5307 - Operating, PM & Paratransit Grant Agreement, FAIN CO-2025-003-00, between the City of Pueblo, a Colorado Municipal Corporation, and the United States Department of Transportation, Federal Transit Administration, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Grant Agreement on behalf of City of Pueblo, a Colorado Municipal Corporation. The City Clerk shall affix the Seal of the City to the Grant Agreement and attest the same.

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 agreement to effectuate the transactions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

Approved on _____.

Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- Council did not act to override the Mayor's veto.
- Ordinance re-adopted on a vote of _____, on _____
- Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

Award

Federal Award Identification Number (FAIN)	CO-2025-003-00
Temporary Application Number	1140-2024-1
Award Name	FY20 & 23 Section 5307 - Operating, PM & Paratransit
Award Status	Active (Executed)
Award Budget Number	1

Period of Performance Start Date	1/27/2025
Original Period of Performance End Date	3/30/2025
Current Period of Performance End Date	3/30/2025 Revision #: 0 Approved?: Yes

Budget Period Start Date	1/27/2025
Budget Period End Date	3/30/2025

Part 1: Recipient Information

Name: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1140	City	Pueblo, City of	NJK3BNUDRHJ7	010620284

Location Type	Address	City	State	Zip
Mailing Address	DEPARTMENT OF FINANCE	PUEBLO	CO	81002
Physical Address	1 CITY HALL PL	PUEBLO	CO	81003

Union Information

Union Name	ATU LOCAL 662
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Address 1	29213 Gale Rd
Address 2	
City	Pueblo
State	CO
Zipcode	81006
Contact Name	Jerry Ballard
Telephone	(719) 248-0176
Fax	7195532724
E-mail	jballard.atu@gmail.com
Website	

Part 2: Award Information

Title: FY20 & 23 Section 5307 - Operating, PM & Paratransit
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FAIN	Award Status	Award Type	Application Cost Center	Date Created	Last Updated Date	From TEAM?
CO-2025-003-00	Active (Executed)	Grant	Region 8	6/27/2024	6/27/2024	No

Award Executive Summary

This application includes \$4,633 (partial apportionment, deobligated from CO-2020-031) in FY2020 and \$2,857,457 (full apportionment) in FY2023 Section 5307 funds apportioned to the City of Pueblo, Colorado, for a total federal amount of \$2,862,090.

These grant funds will support operating assistance for Pueblo Transit's fixed route and paratransit services, 1% of the apportionment toward security, and preventive maintenance for vehicles and facilities.

Pre-award authority will be utilized starting January 1, 2024, through October 31, 2024, for a total amount of \$2,146,567 federal and \$1,795,131 local to be entered in the Initial FFR. The local match share will be provided by the City of Pueblo general fund.

The following documents are attached to this application:

- TIP/STIP project listing & approval letter
- POP

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

The City of Pueblo is applying for FY20 and 23 Section 5307 funding to support operating, preventive maintenance, and paratransit operating.

Activities to be performed:

Operating for fixed route and paratransit and preventive maintenance for vehicles and facility.

Expected outcomes:

Maintain vehicles and facilities, and provide transit for fixed route and paratransit riders.

Intended beneficiaries:

Citizens of Pueblo

Subrecipient Activities:

None

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
	emma.belmont@dot.gov	Transportation Program Specialist		
Benjamin	Valdez	Maintenance/Facilities Supervisor	bvaldez@pueblo.us	(719) 553-2706
	callion.maddox@dot.gov	Transportation Program Specialist		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,862,090
Local			\$2,179,198
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$5,041,288

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2025-003-01-00	117-00 (117-A2) OTHER CAPITAL ITEMS (BUS)	\$905,891.00	\$226,473.00	\$1,132,364.00	3
CO-2025-003-01-00	11.7A.00 PREVENTIVE MAINTENANCE - Vehicle	\$320,000.00	\$80,000.00	\$400,000.00	1
CO-2025-003-01-00	11.7A.00 PREVENTIVE MAINTENANCE - Facility	\$14,400.00	\$3,600.00	\$18,000.00	1
CO-2025-003-01-00	11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$571,491.00	\$142,873.00	\$714,364.00	1
CO-2025-003-01-00	300-00 (300-A1) OPERATING ASSISTANCE	\$1,951,566.00	\$1,951,566.00	\$3,903,132.00	2
CO-2025-003-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$28,574.00	\$28,574.00	\$57,148.00	1
CO-2025-003-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$1,922,992.00	\$1,922,992.00	\$3,845,984.00	1
CO-2025-003-02-00	117-00 (117-A3) OTHER CAPITAL ITEMS (BUS)	\$4,633.00	\$1,159.00	\$5,792.00	1
CO-2025-003-02-00	11.7A.00 PREVENTIVE MAINTENANCE - Vehicle	\$4,633.00	\$1,159.00	\$5,792.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
CO-90-X296	CO-2025-003-02-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A3	0800 00	Colorado	2020.25.90.91.2	00	Urbanized Area Formula Grants	\$4,633	\$4,633
CO-90-X296	CO-2025-003-01-00	OPERATING ASSISTANCE	300-00 (300)	A1	0800 00	Colorado	2023.2J.90.91.2	04	Urbanized Area Formula Grants	\$1,951,566	\$1,951,566
CO-90-X296	CO-2025-003-01-00	OTHER CAPITAL ITEMS (BUS)	117-00 (117)	A2	0800 00	Colorado	2023.2J.90.91.2	00	Urbanized Area Formula Grants	\$905,891	\$905,891

Part 3: Project Information

Project Title: FY23 Section 5307 Operating, Paratransit and PM

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CO-2025-003-01-00	1140-2024-1-P1	6/28/2024	1/1/2024	12/31/2024

Project Description

This project applies FY 2023 5307 Small Urban Formula funds to support Pueblo Transit fixed route and paratransit services, 1% for security and preventive maintenance of vehicles and facility. The City of Pueblo will provide the local share for this project from the City's General Fund.

Project Benefits

This project is vital to continuing public transit services and complimentary paratransit services in the City of Pueblo and maintaining facilities and vehicles in a state of good repair.

Additional Information

None provided.

Location Description

Pueblo is a city of 110,841 residents located in south central Colorado. Pueblo is the 8th largest city in the state and is the heart of the Pueblo Metropolitan Statistical Area (MSA) - the 6th largest in the state with a population of 168,424 (2019 US Census Bureau American Community Survey (ACS) 5-year Estimates). Pueblo Transit provides fixed route bus and paratransit services throughout a 55-square-mile service area in Pueblo, Colorado, and in the Salt Creek neighborhood in unincorporated Pueblo County.

Project Location (Urbanized Areas)

UZA Code	Area Name
081760	Pueblo, CO

Congressional District Information

District	State
3	Colorado

Program Plan Information

STIP/TIP

Date: 7/1/2024

Description: Table 3: PACOG 2025-2028 Transportation Improvement Program (TIP) page 23.

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,857,457
Local			\$2,178,039
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$5,035,496

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2025-003-01-00	117-00 OTHER CAPITAL ITEMS (BUS) (117-A2)	\$905,891.00	\$226,473.00	\$1,132,364.00	3
CO-2025-003-01-00	11.7A.00 PREVENTIVE MAINTENANCE - Vehicle	\$320,000.00	\$80,000.00	\$400,000.00	1
CO-2025-003-01-00	11.7A.00 PREVENTIVE MAINTENANCE - Facility	\$14,400.00	\$3,600.00	\$18,000.00	1

CO-2025-003-01-00	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$571,491.00	\$142,873.00	\$714,364.00	1
CO-2025-003-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	\$1,951,566.00	\$1,951,566.00	\$3,903,132.00	2
CO-2025-003-01-00	30.09.01	UP TO 50% FEDERAL SHARE	\$28,574.00	\$28,574.00	\$57,148.00	1
CO-2025-003-01-00	30.09.01	UP TO 50% FEDERAL SHARE	\$1,922,992.00	\$1,922,992.00	\$3,845,984.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE - Facility

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

This ALI uses FFY23 funds to support preventive maintenance expenses for transit facilities for the timeframe of 1/1/2024 through 12/31/2024, at an 80/20 federal/local cost share ratio. The maintenance cost of the aging and undersized transit maintenance facility is a critical issue for Pueblo Transit. The match comes from the City of Pueblo General Fund.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$14,400
Local			\$3,600
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$18,000

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	
End Date	12/31/2024	

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE - Vehicle

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

This ALI includes FFY23 funds to support preventive maintenance on vehicles starting 1/1/2024 through 12/31/2024 at an 80/20 federal/local cost share ratio. The match will come from the City of Pueblo General fund.

This project funds will be drawn following FFY20 funds for the same purpose in P2.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$320,000
Local			\$80,000
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$400,000

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	
End Date	12/31/2024	

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description

Budget revision #1 moving \$285,746 to Para Transit Operations

This ALI includes FFY23 funds to support operational expenses starting 1/1/2024 through 12/31/2024 at a 50/50 cost share ratio. This includes transit operator and dispatcher salaries and fringe benefits, security, fuel, oil, and licenses, less revenues.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$1,922,992
Local			\$1,922,992
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$3,845,984

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	
End Date	12/31/2024	

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

Budget revision #1 moving \$285,746 to Para Transit Operations

This ALI funds ADA paratransit operating assistance for the period of January 1, 2024, through December 31, 2024, at an 80/20 match ratio. This includes the 10% limit of FFY23 apportionment toward paratransit at an 80/20 cost share per FTA Circular 9050.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$571,491
Local			\$142,873
Local/In-Kind			\$0

State	\$0
State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$714,364

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	
End Date	12/31/2024	

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description

This ALI includes 1% of the FFY23 apportionment to support security services performed by a contracted security company starting 1/1/2024 through 12/31/2024 at a 50/50 cost share ratio.

Will 3rd Party contractors be used to fulfill this activity line item?

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$28,574
Local			\$28,574
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$57,148

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	
End Date	12/31/2024	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	12/11/2024

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	\$28,574.00	\$57,148.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	12/11/2024

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$571,491.00	\$714,364.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project

description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	12/11/2024

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	\$1,922,992.00	\$3,845,984.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	12/11/2024

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE - Vehicle	1	\$320,000.00	\$400,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	12/11/2024

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE - Facility	1	\$14,400.00	\$18,000.00

Project Title: FY20 Section 5307

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CO-2025-003-02-00	1140-2024-1-P2	6/28/2024	1/1/2024	2/29/2024

Project Description
 Pueblo Transit uses FY2020 5307 funds deobligated from a prior grant in the amount of \$4,633 to support preventive maintenance on paratransit vehicles at an 80/20 cost share.

Project Benefits
 Maintain vehicles in a state of good repair.

Additional Information
 None provided.

Location Description
 Pueblo is a city of 110,841 residents located in south central Colorado. Pueblo is the 8th largest city in the state and is the heart of the Pueblo Metropolitan Statistical Area (MSA) - the 6th largest in the state with a population of 168,424 (2019 US Census Bureau American Community Survey (ACS) 5-year Estimates). Pueblo Transit provides fixed route bus and paratransit services throughout a 55-square-mile service area in Pueblo, Colorado, and in the Salt Creek neighborhood in unincorporated Pueblo County.

Project Location (Urbanized Areas)

UZA Code	Area Name
081760	Pueblo, CO

Congressional District Information

District	State
3	Colorado

Program Plan Information

STIP/TIP

Date: 7/1/2024

Description: Table 3: PACOG 2025-2028 Transportation Improvement Program (TIP) page 23.

UPWP

Date: N/A

Description: N/A

Long Range Plan

Date: N/A

Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$4,633
Local			\$1,159
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$5,792

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2025-003-02-00	117-00 (117-A3) OTHER CAPITAL ITEMS (BUS)	\$4,633.00	\$1,159.00	\$5,792.00	1
CO-2025-003-02-00	11.7A.00 PREVENTIVE MAINTENANCE - Vehicle	\$4,633.00	\$1,159.00	\$5,792.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE - Vehicle

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
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OTHER CAPITAL ITEMS (BUS) (117-00) 11.7A.00 PREVENTIVE MAINTENANCE OTHER CAPITAL ITEMS (BUS) 1

Extended Budget Description

This ALI includes FFY20 funds to support preventive maintenance on vehicles starting 1/1/2024 through 2/29/2024. The cost share is 80/20 federal/local ratio. The match will come from the City of Pueblo General fund.

This project funds will be drawn first.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$4,633
Local			\$1,159
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$5,792

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2024	
End Date	2/29/2024	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
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Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE - Vehicle	1	\$4,633.00	\$5,792.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By Robyn Kullas

Comment Type	Environmental Findings
Date	12/11/2024
Project Title	FY23 Section 5307 Operating, Paratransit and PM
Project Number	CO-2025-003-01-00
Comment	CE C4 is applicable for operating assistance and contracted security support; C7 is applicable for vehicle maintenance and C8 is applicable for facility maintenance.

Comment By Robyn Kullas

Comment Type	Environmental Findings
Date	12/11/2024
Project Title	FY20 Section 5307
Project Number	CO-2025-003-02-00
Comment	C7 applicable for vehicle preventative maintenance.

Application Review Comments

Comment By Benjamin Valdez

Comment Type	Recipient Budget Revision
Date	4/21/2025
Comment	"Pueblo transit can use 20% of the apportionment for ADA paratransit at 80/20 in compliance with 49 USC 5302(4)(I). Pueblo Transit provides an active fixed route

travel training program that is available for riders with disabilities and all fixed route and paratransit operators participate in a passenger safety, disability awareness, and sensitivity training class on at least a biennial basis.”

Comment By Callion Maddox

Comment Type FTA Budget Revision

Date 4/21/2025

Comment i have reviewed this budget revision to move funding within scope and concur.

Part 6: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-32)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(32), <http://www.transit.dot.gov>,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA'S AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number: CO-2025-003-00

Award Name: FY20 & 23 Section 5307 - Operating, PM & Paratransit

Award Start Date: 1/27/2025

Original Award End Date: 3/30/2025

Current Award End Date: 3/30/2025

Award Executive Summary: This application includes \$4,633 (partial apportionment, deobligated from CO-2020-031) in FY2020 and \$2,857,457 (full apportionment) in FY2023 Section 5307 funds apportioned to the City of Pueblo, Colorado, for a total federal amount of \$2,862,090.

These grant funds will support operating assistance for Pueblo Transit's fixed route and paratransit services, 1% of the apportionment toward security, and preventive maintenance for vehicles and facilities.

Pre-award authority will be utilized starting January 1, 2024, through October 31, 2024, for a total amount of \$2,146,567 federal and \$1,795,131 local to be entered in the Initial FFR. The local match share will be provided by the City of Pueblo general fund.

The following documents are attached to this application:

- TIP/STIP project listing & approval letter
- POP

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is the Designated Recipient and can apply for and receive these apportioned funds.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$5,041,288.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$0.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): (\$214,310.00)

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$2,862,090.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$2,179,198.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$2,862,090
Local			\$2,179,198
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$5,041,288

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurrs - Certified
DOL Review Date: 1/27/2025
DOL Certification Date: 1/27/2025

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
David Beckhouse
Deputy Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: david.beckhouse@dot.gov
Award Date: 1/27/2025

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,

- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:

Benjamin Valdez

Maintenance/Facilities Supervisor

CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

4/15/2025



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Robert Jagger, Deputy City Attorney

SUBJECT: A RESOLUTION ADOPTING AND APPROVING THE FINAL WRITTEN PROPOSAL OF THE CITY OF PUEBLO TO THE SOLE AND EXCLUSIVE BARGAINING AGENT FOR THE CITY OF PUEBLO OTHER CLASSIFIED EMPLOYEES, PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES, FOR CALENDAR YEARS 2026, 2027 AND 2028

SUMMARY:

The Resolution adopts City's final written proposal with respect to advisory interest arbitration between the City of Pueblo and the Pueblo Association of Government Employees.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo and the Pueblo Association of Government Employees have failed to reach agreement on a collective bargaining agreement to become effective January 1, 2026, within the time limits set by the City Charter. The Charter of the City of Pueblo requires arbitration in such event and further requires that the corporate authorities submit a final written proposal prior to such arbitration. The Resolution adopts City's final written proposal with respect to advisory interest arbitration between the City of Pueblo and the Pueblo Association of Government Employees.

The Resolution does not prohibit the City from negotiating a collective bargaining agreement with a wage proposal higher than the final written offer provided such agreement is approved prior to referring the final proposals to a vote of the people.

FINANCIAL IMPLICATIONS:

The cost of City's final proposal with respect to a 2.45% wage increase is \$861,322. The cost of the Union's final proposal of an 8% wage increase is \$2,199,169. The cost of the Union's contingent proposal being at least a 2.45% wage increase, and the additional benefits is at least \$2,032,486.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

The Resolution sets forth the last proposal of City during negotiations. Council could approve the proposal of the Union.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. RESOLUTION- Final Offer

RESOLUTION NO. 16001

A RESOLUTION ADOPTING AND APPROVING THE FINAL WRITTEN PROPOSAL OF THE CITY OF PUEBLO TO THE SOLE AND EXCLUSIVE BARGAINING AGENT FOR THE CITY OF PUEBLO OTHER CLASSIFIED EMPLOYEES, PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES, FOR CALENDAR YEARS 2026, 2027 AND 2028

WHEREAS, the City of Pueblo and the Pueblo Association of Government Employees have failed to reach agreement on a collective bargaining agreement to become effective January 1, 2026, within the time limits set by the City Charter; and

WHEREAS, the Charter of the City of Pueblo requires arbitration in such event and further requires that the corporate authorities submit a final written proposal prior to such arbitration; and

WHEREAS, the City's 2025 annual cost for salary and related benefits provided the typical classes of employees in this bargaining unit who are at step ten (10) of the salary schedule are as follows;

Average annual salary:	\$71,451.01
Retirement cost:	\$10,560.46
Health Insurance Cost:	\$23,717.16
Dental Insurance Cost:	\$ 296.00
Life insurance Cost:	\$ 76.00
Medicare Tax Cost:	<u>\$ 1,036.04</u>

TOTAL COST OF SALARY AND BENEFITS: \$107,136.67

WHEREAS, on average the City provides a more robust health insurance plan than other large front range municipalities including Arvada, Aurora, Colorado Springs, Denver, Fort Collins, Lakewood, Thornton and Westminster (“Comparable Cities”) and pays a higher monthly contribution on behalf of its bargaining unit employees in the following amounts:

BASE PLAN THAT ALL OTHER CONTRIBUTIONS ARE CALCULATED FROM

HMO TIER 1	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
City of Pueblo Monthly Contribution	\$952.76	\$1,687.84	\$1,535.53	\$1,976.43
Comparable Cities Average Monthly Contribution	\$647.12	\$1,267.56	\$1,189.27	\$1,762.17
% City of Pueblo Pays Higher	32%	25%	23%	11%

Most Popular Plan

HDHP TIER 2	Employee Only	Employee + Spouse	Employee + Child	Employee + Family
City of Pueblo Monthly Contribution	\$842.30	\$1,567.91	\$1,417.41	\$1,853.07
Comparable Cities Average Monthly Contribution	\$647.12	\$1,267.56	\$1,189.27	\$1,762.17
% City of Pueblo Pays Higher	23%	19%	16%	5%

WHEREAS, in addition to the above salary and benefits, each employee in the bargaining unit is entitled to: paid leave each year consisting of 11 days of paid holidays, 2 days paid personal leave, 12 days paid sick leave with a max accrual of 200 days; overtime compensation of one and one-half times regular salary; call back compensation; stand-by compensation, shift differential compensation, step-up compensation; tool allowance, safety shoe allowance, one year injury leave with full salary and benefits; and, if applicable, 10 days paid funeral leave, paid union business leave, military leave, paid vacation leave as follows:

- 6 mos - 4 Years – 12 days
- 5 – 9 Years – 15 days
- 10 – 14 Years - 18 days
- 15 - 19 Years - 21 days
- 20+ Years - 24 days

and longevity pay as follows:

- Upon completion of 5 years of service - \$32.50/mo
- Upon completion of 10 years of service - \$37.50/mo
- Upon completion of 15 years of service - \$47.50/mo
- Upon completion of 20 years of service - \$52.50/mo

WHEREAS, the City’s proposed wage increase of 2.45% is based upon the cost-of-living formula that the parties have agreed to in their bargaining history.

WHEREAS, approximately eighty percent (80%) of the bargaining unit employees will receive an average step increase of 2.84% in addition to the 2.45% wage increase proposed by City for a total percentage wage increase of 5.29%; and

WHEREAS, the City Council finds and determines that the salary and other benefits payable to members of the classified service and the proposed wage increase of 2.45% is fair and reasonable; and

WHEREAS, the 2025 adopted budget of the City has a budget deficit of \$8.7 Million dollars due to budgeted expenses exceeding budgeted revenues, eroding the fund balance of the General Fund; and

WHEREAS, the Union's final proposal is to receive a pay increase of 8% and if not received, the Union wants the following benefits in addition to any wage increase received:

1. Holiday accrual for employees who work under PD (CSO, Dispatch, RTCC).
 - a. Get time added monthly
2. Longevity pay
 - a. Increase to \$35.75 per month at 5 years, increase by \$25.00 per 5 years thereafter
3. Boots
 - a. Increase from \$200 to \$225 per year
4. Stand by time
 - a. Increase from \$1.25 an hour to \$2.50 per hour
5. Funeral leave
 - a. Add second tier for in-laws and other relatives 10 days total, 3 admin leave, 7 use of sick or annual
 - b. Add grandparents to first tier of 10 admin days
6. Military leave
 - a. Asking for the same language in IBPO contract
7. Maternity/Paternity leave
 - a. Asking for joint presentation on other paid family leave options offered by state once per year
8. Insurance
 - a. Asking to raise caps on all plans except single coverage by \$750.00
9. Student loan assistance
 - a. Asking for \$5K per year paid to servicer

WHEREAS, the cost of City's final proposal with respect to a 2.45% wage increase is \$861,322; and

WHEREAS, the cost of the Union's final proposal of an 8% wage increase is \$2,199,169. The cost of the Union's contingent proposal being at least a 2.45% wage increase and the additional benefits is at least \$2,032,486; and

WHEREAS, the City Council finds that for all of the above reasons, fiscal

responsibility requires that the City wage proposal for calendar years 2026, 2027 and 2028 for each member of the bargaining unit represented by the Pueblo Association of Government Employees be limited to the below increases; NOW, THEREFORE,

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

SECTION 1.

The final written proposal of the City of Pueblo to the Pueblo Association of Government Employees for calendar years 2026, 2027 and 2028 is:

ARTICLE 15. WAGES AND OTHER PAYMENTS.

Section 1. WAGE INCREASES DURING CONTRACT.

Effective January 1, 2026, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased by 2.45% percent over the amount set by ordinance establishing the 2025 pay levels.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2027, through December 31, 2027, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing the 2026 pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index. For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2025 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2025 average annual cost of living

index for the Denver- Aurora-
Lakewood CO Metro (Denver
Urban Area). The average annual
cost of living index for each area
shall be the composite index of
the same name as published by
the Council for Community and
Economic Research (C2ER); and

"CPI Index" means the percentage
increase for the period from
January 2025 to January 2026
according to the following CPI index
published by the United States
Department of Labor's

Bureau of Labor Statistics:

Population Coverage: CPI-W

Area Coverage:

Denver-Aurora-

Lakewood Colorado

Series Items: All

Items

Base Period: 1982-1984=100

If, and in the event that, the City exercises its option to
extend the term of this Agreement for the period January 1,
2028, through December 31, 2028, the monthly pay rate for
each class, grade, step, or position of employees covered by
this Agreement shall be increased over the amount set by
Ordinance establishing the 2027 pay levels by an amount
equal to the Regional Adjustment multiplied by the CPI Index.

For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2026 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2026 average annual cost of living index for the Denver- Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

"CPI Index" means the percentage increase for the period from January 2026 to January 2027 according to the following CPI index published by the United States Department of Labor's Bureau of Labor Statistics:

Population Coverage: CPI-W
Area Coverage:
Denver-Aurora-
Lakewood Colorado
Series Items: All Items
Base Period: 1982-1984=100

ARTICLE 32. SECTION 5. CREDIT FOR HOLIDAY WORKED.

Section 5. CREDIT FOR HOLIDAY WORKED. In lieu of other holiday benefits, Emergency Services Dispatchers, Code Enforcement Officers, Community Service Officers, and Real Time Crime Center Technicians shall be credited with one additional working shift of vacation for each holiday set forth in Article 23, except for personal holiday(s), at the end of each completed year of service. Said employees shall not receive an additional vacation day for personal holiday(s).

ARTICLE 32. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2026, and all of its provisions shall remain fully effective through December 31, 2026, and may be extended by the City for two (2) successive one (1) year terms.

The decision to extend the term of this Agreement shall be made by the City Council on or before the 15th day of March 2026, or 2027, whichever the case may be. The extended term shall be upon the same terms and conditions, except that wages during each extended term shall be as provided or otherwise determined pursuant to Section 15.1 of the Agreement and health insurance during each extended term shall be as provided or otherwise determined pursuant to Section 25.1 of the Agreement. If the City Council shall fail to extend the term of the Agreement as stated above, then either party may commence negotiations for a successor agreement by serving notice pursuant to the City Charter on or before April 1, 2026, or April 1, 2027, as the case may be.

All other provisions of the current collective bargaining agreement shall remain effective and unchanged except for changes tentatively agreed upon by the parties during the 2025 negotiating sessions.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED BY Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: May 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 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE GENERAL FUND BUDGET TO PUEBLO DIVERSIFIED INDUSTRIES INC. IN THE AMOUNT OF \$1,500 TO SPONSOR DANCING WITH THE PUEBLO STARZ 2025 FROM 5:00 - 8:00 PM AT THE PUEBLO CONVENTION CENTER ON SATURDAY, SEPTEMBER 13, 2025

SUMMARY:

Attached for consideration is a request for support of Pueblo Diversified Industries in the amount of \$1,250 to sponsor Dancing with the Pueblo Starz from 5:00 – 8:00 PM at the Pueblo Convention Center on Saturday, September 13, 2025.

PREVIOUS COUNCIL ACTION:

Council sponsored this event in 2017 for \$600, in 2023 for \$1,000, in 2024 for \$1,250 and supported the event in 2016-2019 by purchasing tickets. They also sponsored \$600 in COVID relief funds in 2020 as they were unable to hold the fundraising event.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$1,500 to sponsor Pueblo Diversified Industries Dancing with the Pueblo Starz 2025. Dancing with the Pueblo Starz will take place on Saturday, September 13, 2025, 5:00 – 8:00 PM at the Pueblo Convention Center.

PDI began hosting Dancing with the Pueblo Starz (DWPS) in 2022. This remarkable event serves as a fundraiser for Pueblo Diversified Industries and the various programs that PDI provides. At this event, influential figures from the vibrant Pueblo community take to the dance floor, showcasing their moves in a thrilling dance competition.

Your attendance and support at Dancing with the Pueblo Starz will directly contribute to the advancement of PDI's programs aimed at revolutionizing through innovative

technologies and sustainable practices. By sponsoring or attending this extraordinary event, you'll play a vital role in helping Pueblo Diversified Industries create a brighter and more sustainable future for our community.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the General Fund Budget to Pueblo Diversified Industries.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Sponsorship Request - Pueblo Diversified Industries - Dancing with the Pueblo Starz 4.28.25
2. Secretary of State Pueblo Diversified Industries
3. 2025 Contingencies (Council) Pueblo Diversified Industries - Dancing with the Pueblo Starz

RESOLUTION NO. 16002

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE GENERAL FUND BUDGET TO PUEBLO DIVERSIFIED INDUSTRIES INC. IN THE AMOUNT OF \$1,500 TO SPONSOR DANCING WITH THE PUEBLO STARZ 2025 FROM 5:00 - 8:00 PM AT THE PUEBLO CONVENTION CENTER ON SATURDAY, SEPTEMBER 13, 2025.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the General Fund Budget is authorized to be paid to Pueblo Diversified Industries to sponsor Dancing with the Pueblo Starz from 5:00 – 8:00 PM at the Pueblo Convention Center on Saturday, September 13, 2025.

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: May 27, 2025

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

External email. Please use caution.

Dear Mayor Graham and City Council Members,

I hope this message finds you well and excited for the great things still ahead this year.

It is with great appreciation that I invite you to join us for Pueblo Diversified Industries' 4th Annual Dancing with the Pueblo Starz on Saturday, September 13, 2025, an evening celebrating community, compassion, and the incredible spirit of Pueblo.

This year's event will feature a vibrant 70's disco theme, and we are proud to share that City employee Haley Sue Robinson will serve as one of our event emcees. Officer Stephen Biggs from the Pueblo Police Department will also be dancing as one of our featured Starz contestants!

We are truly grateful for the City's continued support and excited to have members of the City of Pueblo family helping lead this year's festivities.

Dancing with the Pueblo Starz is more than a celebration, it's a true night of philanthropy, raising critical funds to support individuals with intellectual and developmental disabilities right here in our community.

Every dollar donated counts as a vote for a favorite dance couple, helping them win the People's Choice Award, adding extra fun and impact to every contribution!

Sponsorship opportunities and registration are available at www.pdipueblo.org/events. An event flyer is also attached for your reference.

If preferred, I would be happy to send an invoice or assist personally, please feel free to reach out at 719-565-6698 or Terri.weldon@pdipueblo.org.

We would be honored to have your continued support and hope to see you there as we celebrate Pueblo and cheer on our City representatives!

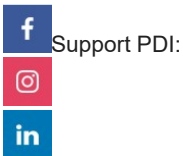
With sincere appreciation,

Terri Weldon

Director of Community Engagement
Pueblo Diversified Industries

"Creating Pathways for People with Diverse Abilities to Thrive."

O: 719.565.6698 | C: 719.225.0049 | www.pdipueblo.org



Support PDI:

[Book a meeting with me](#)

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,

PUEBLO DIVERSIFIED INDUSTRIES, INC.

is a

Nonprofit Corporation

formed or registered on 09/22/1967 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 19871196176 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/25/2025 that have been posted, and by documents delivered to this office electronically through 04/28/2025 @ 18:00:44 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/28/2025 @ 18:00:44 in accordance with applicable law. This certificate is assigned Confirmation Number 17249594 .



A handwritten signature in blue ink that reads "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: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mark Aliff, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY IN THE AMOUNT OF \$2,500 TO SPONSOR ROLLIN' ON THE RIVERWALK FROM 4:00 PM - 9:30 PM ON FRIDAY, JULY 4, 2025

SUMMARY:

Attached for consideration is a request for support of HARP Authority in the amount of \$2,500 to sponsor Rollin' on the Riverwalk from 4:00 PM - 9:30 PM on Friday, July 4, 2025.

PREVIOUS COUNCIL ACTION:

Council supported this event for \$9,000 in 2021, 2022 and 2023.

BACKGROUND:

City Council President Mark Aliff is requesting \$2,500 to sponsor HARP Authority's Rollin' on the Riverwalk. The celebration will take place on Friday, July 4, 2025, from 4:00 PM - 9:30 PM. This free community event features food & retail vendors, and local musical talent. The event concludes with a fireworks show at 9:30 PM over the Riverwalk confluence.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$2,500 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to HARP Authority.

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 President Mark Aliff.

ATTACHMENTS:

1. Sponsorship Request - HARP Authority - Rollin' on the Riverwalk
2. Secretary of State - HARP Foundation - Rollin on the Riverwalk - pulled 5.8.25
3. 2025 Contingencies (Council) HARP Authority - Rollin on the Riverwalk

RESOLUTION NO. 16003

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY IN THE AMOUNT OF \$2,500 TO SPONSOR ROLLIN' ON THE RIVERWALK FROM 4:00 PM - 9:30 PM ON FRIDAY, JULY 4, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,500 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to HARP Authority to sponsor Rollin' on the Riverwalk from 4:00 PM - 9:30 PM on Friday, July 4, 2025.

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: May 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



HARP Authority
125 Riverwalk Pl., Pueblo, CO 81003
719-595-0242

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

May 8, 2025

Dear City Council President,

The Historic Arkansas Riverwalk of Pueblo annually brings people together through various FREE special community events and programs. One of the most anticipated events is the annual Rollin' on the Riverwalk 4th of July Celebration. This year, the HARP Authority is hosting its annual Rollin' on the Riverwalk event on Friday, July 4, 2025.

Rollin's location is at the heart of our community on Alan Hamel Avenue and Main Street. It draws nearly 10,000 visitors to the downtown area, creating a lively atmosphere that benefits not only the spectators but also the surrounding local businesses. The event showcases the city's vibrancy and cultural richness through various food and retail vendors that line the streets. It also shines a spotlight on local musical talent. The event concludes with a spectacular fireworks display over the Riverwalk confluence, leaving a lasting impression of Pueblo's spirit and energy.

Given that this event is FREE to the community, the HARP Authority seeks sponsorship to help cover the associated costs. Enclosed is our 2025 Rollin' Sponsorship Menu, which outlines unique opportunities designed to align with our mission while reaching a broad and engaged audience. Each sponsorship level is accompanied by tailored benefits, including event signage, social media promotion, and recognition in press releases, ensuring a mutually rewarding partnership.

We respectfully request your consideration of the enclosed sponsorship opportunities. Your partnership will help make this celebration a resounding success and reinforce our commitment to enhancing Pueblo's community spirit.

Kind Regards,

Shayla Keys,
Recreation and Entertainment Operations
Director

Dani Vigil,
Communications and Development
Coordinator

Rollin' on the Riverwalk

JULY 4TH CELEBRATION

1.

PRESENTING SPONSOR

- Negotiable benefits

SOLD

2.

PATRIOT

- Recognition on select advertisements
- Three social media posts
- VIP seats in the VIP seating area (number TBD)
- Free boat tickets on the day of the event (number TBD)
- Three 5x3 banner to be created and hung in the event space
- One 20x10 vendor space
- Opportunity to speak on stage between live entertainment

\$10,000

3.

CELEBRATION

- Recognition on select advertisements
- Two social media posts
- VIP seats in the VIP seating area (number TBD)
- Free boat tickets on the day of the event (number TBD)
- One 5x3 banner to be created and hung in the event space
- One 10x10 vendor space

\$5,000

4.

COMMUNITY

- Recognition on select advertisements
- Free boat tickets on the day of the event (number TBD)
- One 10x10 vendor space

\$2,500

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,

THE HARP FOUNDATION

is a

Nonprofit Corporation

formed or registered on 02/28/1995 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 19951025273 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/07/2025 that have been posted, and by documents delivered to this office electronically through 05/08/2025 @ 14:57:53 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/08/2025 @ 14:57:53 in accordance with applicable law. This certificate is assigned Confirmation Number 17282951 .



A handwritten signature in blue ink that reads "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: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO YMCA OF PUEBLO CO. IN THE AMOUNT OF \$1,500 TO SPONSOR THE INAUGURAL MOONLIGHT ON THE MOUNTAIN CELEBRATION AT YMCA CAMP JACKSON ON SATURDAY, AUGUST 16, 2025

SUMMARY:

Attached for consideration is a request for support of YMCA of Pueblo CO in the amount of \$1,500 to sponsor the Inaugural Moonlight on the Mountain Celebration at YMCA Camp Jackson on Saturday, August 16, 2025.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Joe Latino is requesting \$1,500 to sponsor YMCA of Pueblo's Inaugural Moonlight on the Mountain Celebration. The Inaugural Moonlight on the Mountain Celebration will take on Saturday, August 16, 2025 at YMCA Camp Jackson.

For 136 years, the YMCA of Pueblo has been uplifting youth, supporting families, and empowering older adults. Their vision is a Pueblo where every person thrives - where all feel connected to the health, well-being, and happiness of the whole.

The Inaugural Moonlight on the Mountain Celebration will be a memorable evening of live music, BBQ, and the breathtaking beauty of the Sangre de Cristo Mountains. Proceeds from this event will support the YMCA of Pueblo's Annual Campaign, ensuring that financial barriers never stand in the way of growth, joy, and connection. Your support will fund water safety programs, Camp Jackson Scholarships, Teen Leadership Development, Family Wellness, and Active Older Adult Programs.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to YMCA of Pueblo.

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 Joe Latino.

ATTACHMENTS:

1. Sponsorship Request - YMCA - Moonlight on the Mountain
2. Secretary of State YMCA pulled 5.6.25
3. 2025 Contingencies (Council) YMCA of Pueblo Moonlight on the Mountain

RESOLUTION NO. 16004

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO YMCA OF PUEBLO CO. IN THE AMOUNT OF \$1,500 TO SPONSOR THE INAUGURAL MOONLIGHT ON THE MOUNTAIN CELEBRATION AT YMCA CAMP JACKSON ON SATURDAY, AUGUST 16, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to YMCA of Pueblo CO to sponsor the Inaugural Moonlight on the Mountain Celebration at YMCA Camp Jackson on Saturday, August 16, 2025.

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: May 27, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



FOR YOUTH DEVELOPMENT®
FOR HEALTHY LIVING
FOR SOCIAL RESPONSIBILITY

**Join Us for the Inaugural Moonlight on the Mountain Celebration
A Benefit for the YMCA of Pueblo
Friday, August 16th | YMCA Camp Jackson**

For 136 years, the YMCA of Pueblo has been a cornerstone of our community—uplifting youth, supporting families, and empowering older adults. We create connections, build resilience, and spark joy. Our vision is a Pueblo where every person thrives—where all feel connected to the health, well-being, and happiness of the whole.

This vision guides everything we do. And today, we invite you to be part of it.

On August 16th, join us under the stars at YMCA Camp Jackson for our **first-ever Moonlight on the Mountain Celebration**—a memorable evening of live music, a classic Colorado BBQ, and the breathtaking beauty of the Sangre de Cristo Mountains. More than just a special night, this event is a powerful opportunity to invest in the future of Pueblo.

For many in our community, the programs we offer—whether it's a week at Camp Jackson or a summer of fun and learning through our Adventure Camp—are more than just activities. They are lifelines. They offer safe spaces, trusted mentors, and experiences that build confidence, belonging, and lifelong skills.

But these opportunities are only possible with donor support. Without scholarships, hundreds of youth and families would miss out on these life-changing experiences. Proceeds from Moonlight on the Mountain directly support our **Annual Campaign**, ensuring that financial barriers never stand in the way of growth, joy, and connection.

Your support will fund:

- **Water Safety Programs** that prevent drowning and build confidence.
- **Camp Jackson Scholarships** so every child can experience the magic of camp.
- **Teen Leadership Development** that cultivates future community leaders.
- **Family Wellness & Active Older Adult Programs** that foster health, connection, and vitality across generations.

In 2024 alone, we provided \$1,116,926 in financial assistance to people who otherwise may not have been able to afford to participate. Here's just a glimpse of the impact:

- 422 campers experienced the life-changing power of Camp Jackson.
- 1,304 children learned to swim and be safe around water.
- 3,327 young athletes grew through teamwork, confidence, and character-building sports.
- 612 young learners were supported socially, emotionally and academically so they can grow into the changemakers of tomorrow.

And these aren't just numbers—they're lives transformed.

We invite you to become a sponsor of this unforgettable evening. Your sponsorship is more than a gift—it's a powerful statement that you believe in the potential of our youth, the strength of our families, and the future of Pueblo.

Enclosed you'll find full details about sponsorship opportunities and the benefits associated with each level. We're happy to help you find the best fit.

To learn more or secure your sponsorship, please contact Brandon Samora, bsamora@puebloyymca.org or 719-543-5151.

Together, let's create something extraordinary.
Let's build a brighter future—**under the moonlight, on the mountain, and throughout Pueblo.**

With gratitude,

Janelle Andrews
President/CEO
YMCA of Pueblo



MOONLIGHT ON THE MOUNTAIN

AN EXCLUSIVE EXPERIENCE AT CAMP JACKSON

SET AGAINST THE BREATHTAKING BACKDROP OF THE SANGRE DE CRISTO MOUNTAINS, THIS ONE-OF-A-KIND EVENT WILL BE AN UNFORGETTABLE NIGHT DEDICATED TO SUPPORTING THE PUEBLO YMCA AND ITS ONGOING EFFORTS TO UPLIFT AND STRENGTHEN OUR COMMUNITY. JOIN US FOR AN EXCITING EVENING UNDER THE STARS WITH LIVE MUSIC AND INCREDIBLE FOOD, SURROUNDED BY NATURAL BEAUTY OF PUEBLO'S HIDDEN GEM, YMCA CAMP JACKSON.

\$10,000

PRESENTING SPONSOR - EXCLUSIVE

- 20 TICKETS
- COMPANY TAGGED IN ALL PROMOTION ON SOCIAL MEDIA
- CORPORATE RETREAT EVENT AT YMCA CAMP JACKSON - 100 PEOPLE - FACILITY RENTAL FOR 2 NIGHTS IN OCTOBER 2025 OR 2026 WITH A HIGH ROPES COURSE TEAM DEVELOPMENT SESSION INCLUDED (\$5,000 VALUE) - FOOD NOT INCLUDED.
- BANNER DISPLAYED AT EVENT
- BANNER IN THE YMCA GYMNASIUM FOR ONE YEAR
- COMPANY NAME AND LOGO ON ALL PROMOTIONAL MATERIAL (PRINTED, ELECTRONIC, SOCIAL MEDIA)
- COMPANY PROMOTIONAL/GIVEAWAY ITEM FOR ALL ATTENDEES

\$7,500

PREMIER SPONSOR

- 18 TICKETS
- FAMILY WEEKEND RENTAL - 25 PEOPLE AT YMCA CAMP JACKSON FOR 2 NIGHTS IN OCTOBER 2025 OR 2026 (\$1,800 VALUE) - FOOD NOT INCLUDED
- BANNER DISPLAYED AT EVENT
- BANNER IN THE YMCA GYMNASIUM FOR ONE YEAR
- COMPANY NAME AND LOGO ON ALL PROMOTIONAL MATERIAL (PRINTED, ELECTRONIC, SOCIAL MEDIA)
- COMPANY PROMOTIONAL/GIVEAWAY ITEM FOR ALL ATTENDEES

YMCA OF PUEBLO MONTHLY ONLINE REACH

WEBSITE & SOCIAL MEDIA ANALYTICS - AVERAGE PER MONTH

- 149,200 Views - Web, Facebook, Instagram
- 3,400 Three Second Views on Videos
- 3,000 Facebook & Instagram Post Interactions

\$5,000

MAJOR SPONSOR

- 15 TICKETS
- BANNER DISPLAYED AT EVENT
- BANNER IN THE YMCA GYMNASIUM FOR ONE YEAR
- COMPANY NAME AND LOGO ON ALL PROMOTIONAL MATERIAL (PRINTED, ELECTRONIC, SOCIAL MEDIA)
- SPECIAL RECOGNITION DURING THE EVENT

\$3,500

DRINK SPONSOR – EXCLUSIVE

- 12 TICKETS
- BANNER DISPLAYED BY BAR(S) AT EVENT
- BANNER IN THE YMCA GYMNASIUM FOR ONE YEAR
- COMPANY NAME AND LOGO ON ALL PROMOTIONAL MATERIAL (PRINTED, ELECTRONIC, SOCIAL MEDIA)
- SPECIAL RECOGNITION DURING THE EVENT

\$2,500

DESSERT SPONSOR – EXCLUSIVE

- 10 TICKETS
- BANNER DISPLAYED BY THE S'MORES TABLE AT EVENT
- BANNER IN THE YMCA GYMNASIUM FOR ONE YEAR
- COMPANY NAME AND LOGO ON ALL PROMOTIONAL MATERIAL (PRINTED, ELECTRONIC, SOCIAL MEDIA)
- SPECIAL RECOGNITION DURING THE EVENT

\$1,500

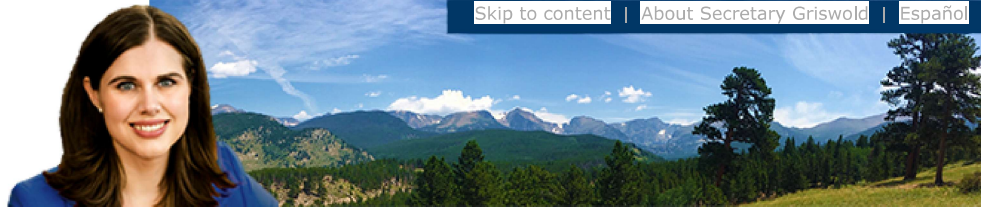
TRANSPORTATION SPONSOR

- 8 TICKETS
- EXCLUSIVE ADVERTISING ON ALL GUEST SHUTTLES TO AND FROM THE EVENT
- COMPANY NAME AND LOGO ON ALL PRINTED AND ELECTRONIC MATERIAL
- SPECIAL RECOGNITION DURING THE EVENT

\$500

GENERAL SPONSOR

- 2 TICKETS
- SPECIAL RECOGNITION DURING THE EVENT



Summary

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Details			
Name	YMCA Community Campus, LLC		
Status	Good Standing	Formation date	10/04/2007
ID number	20071458401	Form	Limited Liability Company
Periodic report month	February	Jurisdiction	Colorado
Principal office street address	3200 E Spaulding Ave, Pueblo, CO 81008, US		
Principal office mailing address	3200 E Spaulding Ave, Pueblo, CO 81008, US		

Registered Agent	
Name	Janelle Andrews
Street address	3200 E. Spaulding Ave, Pueblo, CO 81008, United States
Mailing address	3200 E. Spaulding Ave, Pueblo, CO 81008, United States

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 1-4-2 OF THE PUEBLO MUNICIPAL CODE RELATING TO CITY COUNCIL PUBLIC FORUM AND CITY COUNCIL REGULAR MEETING COMMENCEMENT TIME

SUMMARY:

The following Ordinance amends the Pueblo Municipal Code to allow up to ten (10) speakers to speak for up to three (3) minutes each at a public forum, as defined in Sec. 1-4-2(c),P.M.C.

Additionally, this Ordinance will align Sec. 1-4-2(a) with Appendix A, Section 13 of the Pueblo Municipal Code to codify the start time for regular meetings of the City Council to commence at 7:00 p.m.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance has been prepared at the request of Council Member Roger Gomez.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If the City Council chooses not to approve this Ordinance, then the status quo public forum format allowing six (6) speakers to speak for five (5) minutes each will be maintained. Additionally, if City Council chooses to not approve this Ordinance, then the discrepancy regarding regular meeting commencement time will remain.

RECOMMENDATION:

None.

ATTACHMENTS:

1. AN ORDINANCE AMENDING SECTION 1-4-2 OF THE PUEBLO MUNICIPAL CODE RELATING TO CITY COUNCIL PUBLIC FORUM AND CITY COUNCIL REGULAR MEETING COMMENCEMENT T

ORDINANCE NO. 10953

AN ORDINANCE AMENDING SECTION 1-4-2 OF THE
PUEBLO MUNICIPAL CODE RELATING TO CITY COUNCIL
PUBLIC FORUM AND CITY COUNCIL REGULAR MEETING
COMMENCEMENT TIME

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

SECTION 1.

Section 1-4-2, P.M.C. as follows: [brackets] indicate matter being deleted; **underscoring** indicates new matter being added.

Sec. 1-4-2. - Council meetings; regular and special; place; calling; notice; public forum.

(a) Regular meetings of the City Council shall be held in the Council Chambers on the second and fourth Monday of each month, commencing promptly at [7:30] **7:00** p.m.

(b) Special meetings shall be called upon request of the President or a majority of the members of the Council. Notice of special meetings shall be served upon members of the City Council personally or at their places of residence not less than eighteen (18) hours prior to the time fixed for the meeting. The notice of each special meeting shall include the purpose or purposes of the meeting, the subject or subjects to be discussed and copies of all ordinances, resolutions or motions to be introduced and presented a first time at the meeting.

(c) Public forum. The City Council shall permit a public forum to occur prior to the commencement of any business at regular City Council meetings occurring on the second and fourth Mondays of each month, to include any regular meeting where City Council has elected to change the meeting date. The public forum shall permit up to [six (6)] **ten (10)** people to speak, for [five (5)] **three (3)** minutes per speaker, when there are people present who wish to address the City Council. The public forum shall occur during the televised portion of the meeting, and speakers shall be permitted to address the City Council on camera.

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 on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 12, 2025.

Final adoption of Ordinance by City Council on May 27, 2025.

APPROVED _____
DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

Approved on 5/28/2025 | 12:21 PM MDT, 2025.

Disapproved on _____ based on the following objections:

Mayor _____
Signed by:
Heather Graham
3A85950B7BCA462...

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

President of City Council

ATTEST
DocuSigned by:
[Signature]

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City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 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: AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN DTV PUEBLO & PRAIRIE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT LOT 1, LA BELLA PIAZZA SUBDIVISION FILING NO. 2, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a CDOT Access Permit Agreement between DTV Pueblo & Prairie, LLC, an Arizona limited liability company and the City of Pueblo, a Colorado municipal corporation related to DTV Pueblo & Prairie's obligations for installing certain public improvements as part of the development of Lot 1, La Bella Piazza Subdivision Filing No. 2. The proposed Ordinance also authorizes the Mayor to execute the agreement on behalf of the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

DTV Pueblo & Prairie, LLC is developing Lot 1 of La Bella Piazza Subdivision Filing No. 2, which is located adjacent to Pueblo Boulevard. The City, as Permittee for the CDOT Access Permit for the southern Prairie Avenue access to Pueblo Boulevard, is entering into this agreement with DTV Pueblo & Prairie to delegate a portion of its obligations related to new traffic impacts to DTV Pueblo & Prairie.

FINANCIAL IMPLICATIONS:

All work required by CDOT under the Access Permit related to the development of DTV Pueblo & Prairie's property shall be undertaken by DTV Pueblo & Prairie at its sole expense.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will prevent the City from being able to enter into the Agreement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDOT Access Permit - Whataburger

ORDINANCE NO. 10954

AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN DTV PUEBLO & PRAIRIE, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO THE INSTALLATION OF PUBLIC IMPROVEMENTS ASSOCIATED WITH THE PROPERTY AT LOT 1, LA BELLA PIAZZA SUBDIVISION FILING NO. 2, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The CDOT Access Permit Agreement ("Agreement") by and between DTV Pueblo & Prairie, LLC., an Arizona limited liability company, and the City of Pueblo, a Colorado municipal corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Pueblo.

SECTION 2.

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

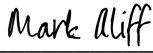
SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 12, 2025.

Final adoption of Ordinance by City Council on May 27, 2025.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

Approved on 5/28/2025 | 12:21 PM MDT.

Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

DocuSigned by:
[Signature]
7C02EBDFFC3D43C...

City Clerk

CDOT ACCESS PERMIT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2025 by and between the CITY OF PUEBLO, a Colorado Municipal Corporation, hereinafter referred to as “City”, and DTV PUEBLO & PRAIRIE, LLC, an Arizona limited liability company, hereinafter referred to as “Developer”.

W I T N E S S E T H:

WHEREAS, the Developer is the owner and/or developer of the parcel legally described as Lot 1, La Bella Piazza Subdivision Filing No. 2, City of Pueblo, Colorado (hereinafter referred to as “Property”); and

WHEREAS, the Developer has applied for a building permit for new construction of a Whataburger fast-food restaurant with drive-through window within Lot 1 on the Property (the “Development”) and has commenced construction with an expected completion (final inspection) date of May 14, 2025; and

WHEREAS, the Colorado Department of Transportation (“CDOT”) has determined that the Development necessitates access improvement in accordance with the terms and conditions of the State Highway Access Permit No. 224100 (“CDOT Permit”), a copy of which is attached hereto, labeled Exhibit A and incorporated herein; and

WHEREAS, the Developer has requested City to approve the CDOT Permit as Permittee and approve the CDOT Permit as the CDOT requirements under Section 4-2-2(g), P.M.C. related to the building permit for the Development.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the City and the Developer agree as follows:

1. Subject to and conditioned upon the stipulations, terms and conditions set forth herein and Developers full and faithful performance of same, the City shall approve and execute the CDOT Permit.

2. The Developer shall timely and fully complete and fulfill all obligations and requirements of Permittee under the terms and conditions of the CDOT Permit (“Permit Obligations”),

3. The Permit Obligations shall be a condition of all building permits for the Development, and the City may, in its sole and absolute discretion, reject, suspend or revoke such permits or reject or revoke any certificate of occupancy with respect to the Development based upon any failure by Developer or designee authorized hereunder to timely and fully complete and fulfill any Permit Obligations. The City may also, in its sole and absolute discretion, authorize the issuance of a temporary certificate of occupancy for the Development until the Permit Obligations are completed.

4. The Developer stipulates, acknowledges and agrees that: (a) the Developer does not object to and has waived any appeal of the terms and conditions of the CDOT Permit; (b) the terms and conditions of the CDOT Permit are authorized by Section 4-2-2(g), P.M.C.; and (c) to the extent applicable, the Permit Obligations comply with all conditions and requirements set forth in Section 29-20-203, C.R.S. It is expressly acknowledged that the foregoing covenant is a material term of the Agreement without which the City would not have approved and executed the Agreement or the CDOT Permit.

5. The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement. The Developer shall have the right to delegate its obligations hereunder to other parties, including, BW Pueblowes, LLC, its ground lessee of the Development, provided that the Developer will remain primarily obligated to the City to perform its obligations hereunder.

6. This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

7. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

8. 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.

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

*****SIGNATURE PAGE FOLLOWS*****

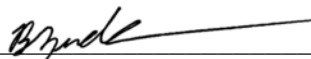
CITY OF PUEBLO

By: _____
Heather Graham, Mayor

Approved as to form.

City Attorney

DTV PUEBLO & PRAIRIE, LLC



Brian Zurek Manager



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537 ("Union") for calendar year 2026.

PREVIOUS COUNCIL ACTION:

Pursuant to Ordinance No. 10779 approved September 9, 2024, the City entered into a collective bargaining agreement ("Agreement") with the Union for calendar year 2025. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms.

BACKGROUND:

The City has the right to extend the current Agreement provided such election is made on or before June 1, 2025, otherwise the parties shall commence negotiations for a successor contract upon request of Union. The extended term for 2026 would be upon the same terms and conditions, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 16 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.:

2026 Wages are determined pursuant to Article 16 which states the following:

For 2026, the monthly pay rate for Police Patrol Officer/Police Corporal and Police Sergeant at all steps will be increased by the average annual base pay percentage increase in the rate of top steps for like positions in the following cities:

Arvada, Aurora, Colorado Springs, Denver, Fort Collins, Lakewood, Thornton and Westminster.

These Cities are the comparable cities required pursuant to §8-14(i)(b), City Charter. As calculated in accordance with Article 16, the average annual base pay percentage increase for Police Officer/Corporal is 3.6% and for Police Sergeants is 4.0%.

FINANCIAL IMPLICATIONS:

As determined pursuant to Article 16 of the Agreement the cost of increases wages is estimated to be \$1,078,230 which includes all seniority-related step increases and salary related benefit costs. Such increase would be in effect as of January 1, 2026.

Health insurance will be determined in accordance with the Amendment. The amounts will be determined prior to the end of this calendar year subject to the following requirements:

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

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

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

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10955

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2026 THROUGH DECEMBER 31, 2026

WHEREAS, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the International Brotherhood of Police Officers Local 537 negotiated a collective bargaining agreement commencing January 1, 2025 (the "Agreement"); and

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

WHEREAS, the Agreement includes a provision that allows the City to extend the Agreement for calendar year 2026; and

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

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of Agreement be authorized by separate Ordinance; NOW, THEREFORE,

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

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the International Brotherhood of Police Officers Local 537, including all amendments thereto, is hereby extended for an additional one-year term from January 1, 2026 through December 31, 2026 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 16 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 12, 2025.

Final adoption of Ordinance by City Council on May 27, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

Approved on 5/28/2025 | 12:21 PM MDT

Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

DocuSigned by:
[Signature]
7C02EBDFFC3D43C...
City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 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: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2026, THROUGH DECEMBER 31, 2026, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement (the "Agreement") between the City of Pueblo and International Association of Firefighters Local No. 3 ("Union") for the calendar year 2026.

PREVIOUS COUNCIL ACTION:

Ordinance No.10541 was passed on August 28, 2023, and approved and enacted the Agreement beginning January 1, 2024. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms.

BACKGROUND:

In 2023, the City of Pueblo and International Association of Firefighters Local 3 negotiated a Collective Bargaining Agreement. The Agreement was reduced to writing, signed by the parties, and enacted by Ordinance. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms provided such election is made on or before June 1, 2024. The extended term for 2026 would be upon the same terms and conditions, except for the following:

Article 10 Wages – The monthly pay rate of each class, grade, step or position of employees in the Firefighter classification shall be increased by the average annual percentage increase in the rate of pay at the top step firefighter in comparable agencies. Annual percentage increase shall be based upon the annual increase in the rate of pay for the year 2026, if known, or year 2025 otherwise.

Pursuant to §8-14(i)(b), City Charter, the comparison agencies are Arvada Fire Protection District, Aurora, Denver, Colorado Springs, Poudre Valley Fire, West Metro Fire District, Thornton and Westminster Fire.

Based on the increases granted in comparison agencies, effective January 1, 2026, the monthly pay rate for each class, grade step or position of the employees in the Firefighter classification shall be increased 4.72% over the amount set by Ordinance establishing the 2025 pay levels.

Wages for all other classifications are increased by a set percentage based upon the top step of Firefighter wage: Engineer (107%), EMO (110%), Fire Inspector (112%), Lieutenant (120%), Captain (130%) and Assistance Fire Chief (150%) (“Promotional Wage Schedule”).

FINANCIAL IMPLICATIONS:

As determined pursuant to Article 10 of the Agreement the wage increase cost for 2026 is approximately \$927,560 (including associated salary-related benefits and step increases for employees in the Firefighter classification).

Article 24 of the Agreement states that insurance shall be as provided or otherwise determined pursuant to the August 26, 2019, Self-Funded Health Benefit Plan Amendment with any changes in premiums for 2026 determined prior to the end of this year and subject to the following requirements:

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

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

This wage increase is consistent with that negotiated and agreed to during collective bargaining agreement negotiations with the International Association of Firefighters Local No.3.

ALTERNATIVES:

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

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10956

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL ASSOCIATION OF FIREFIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2026, THROUGH DECEMBER 31, 2026, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, pursuant to the requirement of Section 8-14, City Charter, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the firefighters, the International Association of Firefighters Local No. 3, negotiated a collective bargaining agreement commencing January 1, 2024 (the "Agreement"); and

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

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

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

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of the International Association of Firefighters Local No. 3 collective bargaining agreement be authorized by separate Ordinance. NOW THEREFORE,

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

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the International Association of Firefighters Local No. 3 is hereby extended for an additional one-year term from January 1, 2025 through December 31, 2025 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Article 10 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 12, 2025.

Final adoption of Ordinance by City Council on May 27, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462

President of City Council

Action by the Mayor:

Approved on 5/28/2025 | 12:21 PM MDT

Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

DocuSigned by:
[Signature]
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City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 27, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Danny Nunn, Director of Finance

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT 2515 - 101 RIVERWALK UNIT 2, AND BUDGETING AND APPROPRIATING THE PROCEEDS RECEIVED FROM THE ISSUANCE OF THE SERIES 2025 CERTIFICATE OF PARTICIPATION AND ALL FUTURE FUNDS RECEIVED INTO PROJECT 2515

SUMMARY:

This Ordinance establishes Project 2515 - 101 Riverwalk Unit 2 and budgets and appropriates funds in the amount of \$9,100,000 from the issuance of the Series 2025 Certificate of Participation and all future funds received into Project 2515.

PREVIOUS COUNCIL ACTION:

On March 10, 2025, by Ordinance No. 10913, City Council authorized a site lease and lease purchase agreement between the City, and BOKF, N.A. (solely in its capacity as trustee) to finance the acquisition, improvement, and equipping of facilities to be used as municipal administrative and other space by issuing Series 2025 Certificate of Participation not to exceed \$9,100,000.

BACKGROUND:

On April 30, 2025, the City closed and received the proceeds from the Series 2025 Certificate of Participation (COP). A separate account with CSAFE, 101 Riverwalk, was created for the transaction proceeds. This Ordinance will establish a project and budget and appropriate the proceeds of this transaction.

FINANCIAL IMPLICATIONS:

The attached Ordinance budgets and appropriates \$9,100,000 from the Series 2025 Certificate of Participation issuance into Project 2515 - 101 Riverwalk Unit 2.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to adopt this Ordinance will result in the City Council not authorizing the establishing of Project 2515 - 101 Riverwalk Unit 2, and the budgeting and appropriation of funds received from the Series 2025 Certificates of Participation issuance.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

None

ORDINANCE NO. 10957

AN ORDINANCE ESTABLISHING PROJECT 2515 - 101 RIVERWALK UNIT 2, AND BUDGETING AND APPROPRIATING THE PROCEEDS RECEIVED FROM THE ISSUANCE OF THE SERIES 2025 CERTIFICATE OF PARTICIPATION AND ALL FUTURE FUNDS RECEIVED INTO PROJECT 2515

WHEREAS, the City Council of the City of Pueblo determined it necessary and in the best interests of the City and its citizens that the City undertake the lease-purchase financing for the acquisition, improvement, and equipping of facilities located 101 Riverwalk Unit 2 to be used for administrative and other offices or for other governmental or proprietary purposes (the "Project"); and

WHEREAS, for the purposes of providing funds for the completion of the Project, a single Certificate of Participation, Series 2025 in an aggregate amount of \$9,100,000 was sold and executed April 30, 2025, NOW, THEREFORE,

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

SECTION 1.

Project 2515 - 101 Riverwalk Unit 2, is hereby established, and the \$9,100,000 received from the Series 2025 Certificates of Participation issuance by the City of Pueblo and all future funds received, are hereby budgeted and appropriated into said Project 2515.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 12, 2025.

Final adoption of Ordinance by City Council on May 27, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

Approved on 5/28/2025 | 12:21 PM MDT.

Disapproved on _____ based on the following objections:

Signed by:

Heather Graham

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

DocuSigned by:

uj...

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City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 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 FOR 1332 CYPRESS STREET FROM R-3, ONE AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone a 9,860 square foot parcel, located at 1332 Cypress Street, from R-3, One and Two-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District to facilitate the splitting of one parcel into two individual parcels.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is currently located in the Bessemer neighborhood less than one block west of Bessemer Park. The existing parcel is 9,860 square feet and contains two residential structures. The applicant is intending to split the parcel into two individual parcels both containing one single family residence. The new parcels will be exactly 42.5 feet wide by 116 feet long or 4,930 square feet of lot area each. The applicant does not propose building any new structures or additions. Each parcel will have a frontage of 42.5 feet long and will be short of the 50-foot minimum width in an R-3 and will require rezoning before the applicant can split the parcel. Splitting the lots evenly will not align with the previously plated lot lines and the applicant will need to apply for a lot line rearrangement. Finally, the southern residential structure sits less than five feet from the southern side yard property line, therefore the applicant will need to obtain a variance to allow the reduced side-yard setback. A prevailing pattern of reduced side and front yard setbacks is present in the neighborhood. The northern residential structure was previously addressed as 1328 Cypress and was constructed after 1905 and is 728 square feet. In 1952 it housed a duplex in the primary building with an accessory dwelling

unit in the rear yard (which has been demolished) and this building is currently vacant. The one and a half story structure at 1332 Cypress Avenue is 866 square feet, was erected before 1905, and has always operated as a single-family residence. It appears that the properties were combined after the 1950s into one parcel.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 10, 2025 Regular Meeting, voted 4-0 to recommend approval, Commissioners Avalos and Pasternak absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-24-01 Attachments

ORDINANCE NO. 10958

AN ORDINANCE AMENDING ZONING RESTRICTIONS FOR 1332 CYPRESS STREET FROM R-3, ONE AND TWO-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-3, Mixed One and Two-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District:

THE SOUTH 10 FEET OF LOT 13 AND ALL OF LOTS 14, 15, AND 16, BLOCK 1, LAKE AVENUE ADDITION, COUNTY OF PUEBLO, STATE OF COLORADO

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 12, 2025.

Final adoption of Ordinance by City Council on May 27, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462

President of City Council

Action by the Mayor:

Approved on 5/28/2025 | 12:22 PM MDT.

Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

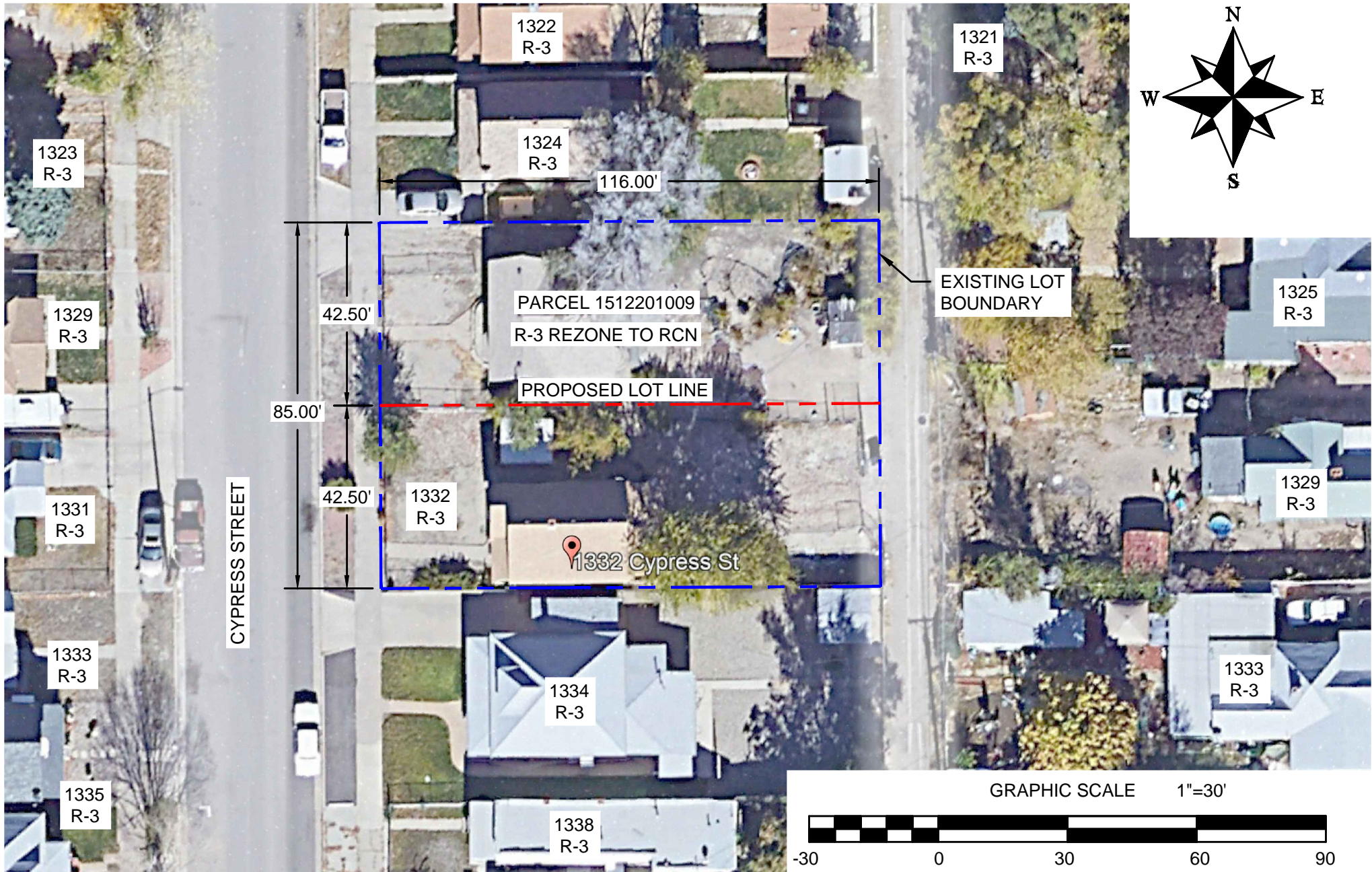
Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:
[Signature]
7C02EBDFFC3D43C...

City Clerk



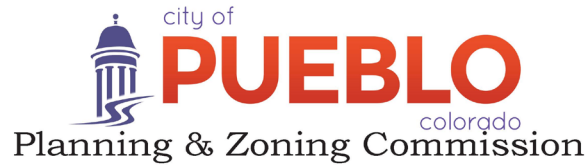
LEGAL DESCRIPTION:
THE SOUTH 10 FEET OF LOT 13 AND ALL OF LOTS 14, 15 AND 16, BLOCK
1, LAKE AVENUE ADDITION, COUNTY OF PUEBLO, STATE OF COLORADO

SITE PLAN FOR 1332 CYPRESS STREET REZONING APPLICATION

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 April 10, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

Commissioners Present: Mike Castellucci, Alexandra Aznar, Lisa Bailey, Cheryl Spinuzzi.

Commissioners Absent: Patrick Avalos, Christopher Pasternak.

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development, Beritt Odom, Principal Planner, Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Tech – Zoom.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to move item MSP-24-01, Z-24-05, and GU-23-06 to the May 8th, 2024, meeting and approve the agenda as amended. seconded by Spinuzzi.

Motion Passed: 4-0.

Public Hearing:

1. Z-24-01 Rezone: 1332 Cypress St. A rezoning of a 9,860 sq. ft. parcel from R-3-, One- and Two-Family Residential Districts RCN, Residential Charter Neighborhood. Staff report by Wade Broadhead.

Hearing: Applicant Ryan Lundsford was sworn in and spoke in favor of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the application be referred to City Council with Standard Conditions and two (2) staff recommended conditions, seconded by Spinuzzi.

Motion Passed: 4-0.

Z-24-01

TO: City of Pueblo, Planning and Zoning Commission
FROM: Wade Broadhead, Sr. Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: April 10, 2024
SUBJECT: Rezone a 9,860 sq ft parcel from R-3, One and Two Family Residential to RCN, Residential Charter Neighborhood.
APPLICANT: True North Development
PROPERTY OWNER: Same
LOCATION: 1332 Cypress Avenue
EXISTING ZONE: R-3, One- and Two-Family Residential District
PROPOSED ZONE: RCN, Residential Charter Neighborhood
CONCURRENT REQUESTS: None

REQUEST:

The applicant is requested to rezone one 9,860 sq ft parcel from R-3, One and Two Family Residential to RCN, Residential Charter Neighborhood to facilitate the splitting of one parcel into two individual parcels.

STAFF REVIEW AND BACKGROUND:

The subject property is currently located in the Bessemer neighborhood less than one block west of Bessemer Park. The existing parcel is 9,860 sq. ft. and contains two residential structures. The applicant is intending to split the parcel into two individual parcels both containing one single family residence. The new parcels will both be exactly 42.5' wide by 116' long or 4,930 sq ft of lot area each. The applicant does not propose building any new structures or additions. The resulting parcels will both have a frontage of 42.5 ft long and be short of the 50 ft minimum width in an R-3 and require rezoning before the applicant can split the parcel. The even splitting of the lots will also not align with the previously platted lot lines and the applicant will need to apply for a lot line rearrangement. Finally, the southern residential structure sits less than five feet from the southern side yard property line, therefore the applicant will need to obtain a variance to allow the reduced side-yard setback. A prevailing pattern of reduced side and front yard setbacks is present in the neighborhood.

The northern residential structure was previously addressed as 1328 Cypress, it was constructed after 1905 and is 728 sq. ft. In 1952 it housed a duplex in the primary building with an accessory dwelling unit in the rear yard (which has been demolished) and this building is currently vacant. The one and a half story structure at 1332 Cypress Avenue is 866 sq. ft., was erected before 1905, and has always operated as a single-family residence. It appears that the properties were combined after the 1950s and are currently located in one parcel.

STAFF REVIEW AND FINDINGS:

Site Character: The site is currently developed with two older residences, one of which is vacant.

Neighborhood

Compatibility:

North	R-3, B-4 and B-3, single-family residences, commercial buildings located along Northern Avenue.
East	R-3, single-family residences and Bessemer Park
South	R-3, single-family residences.
West	R-3, single-family residences.

Comprehensive Plan:

The area proposed to be rezoned is designated as Urban Neighborhood by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, 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 the rehabilitation of two vacant buildings into two new single-family homes for sale, meets the intent of the Comprehensive Plan by providing rehabilitated affordable housing units within the Bessemer Neighborhood.

Comprehensive Plan Goals and Policies:

Guiding Principal 1, of the 2022 Pueblo Regional Comprehensive Plan, states “rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford” (p. 18). Goal 1.1 of the plan is to “expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels (p.19).

The proposed rezoning to facilitate the rehabilitation of two buildings into housing units that will be sold at an affordable rate meets the intent of the Comprehensive Plan by providing a mixture of housing types within the Bessemer Neighborhood.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

According to PMC Sec. 17-4-51(12) “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”.

- Minimum lot size and area:

Section 17-4-4,(f),(1), of the Pueblo Municipal Code requires single family residences to have 2,500 sq. ft. minimum and both parcels will have 4,930 sq. ft.

Lot coverage:

According to the table in Sec. 17-4-2, of the Pueblo Municipal Code, the RCN Zone District allows 50-percent lot coverage; the lot coverage for 1332 will be 17% and the lot coverage for 1328 will be 14%.

Setbacks:

According to the table in Sec. 17-4-4(4)(f), of the Pueblo Municipal Code, the RCN Zone District allows properties with lot width of 35' or less to have side yard setbacks at three feet. It appears the side yard setback is two feet or less. Since the applicant is creating a 42.5-foot-wide lot the applicant will need to apply for a variance.

Zone District performance standards:

The RCN Performance Standards provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood and are described in detail below:

1. Parking Standards, Sec 17-4-42

- Single family dwellings are required to provide one parking space for each property. The applicant will have ample room for open air parking in the rear of each property, or a future garage or carport.

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 applicant's 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 property owner signed the application.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- Comments **A full legal description of the property was provided with the application.**

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 applicant proposes to use the property as two single family residences located on separate parcels.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

- Comments **A preliminary site plan has been provided.**

A statement of the proposed time schedule for beginning and completion of development.

- Comments **The applicant indicated that work would start in 2024**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- Comments **The applicant has provided a statement that he can complete this project.**

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

- 1) Further the goals and objectives of the comprehensive land use plan, or
 - The rezoning will further the goal of promoting redevelopment of charter neighborhoods and expanding housing opportunities for Pueblo citizens.

- 2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
 - Not Applicable

- 3) Show that there was a mistake or error made in the original zoning of the property.
 - Not Applicable

RECOMMENDED ACTION:

If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate with the following conditions to be completed before the rezoning goes to City Council:

1. The applicant must file an application for a rearrangement of property boundaries to create new parcels.
2. The applicant must either create a parcel that is 35’ or less wide for the southern residential structure or obtain a variance for the southern side-yard setback.

REFERRAL AGENCIES AND COMMENTS:

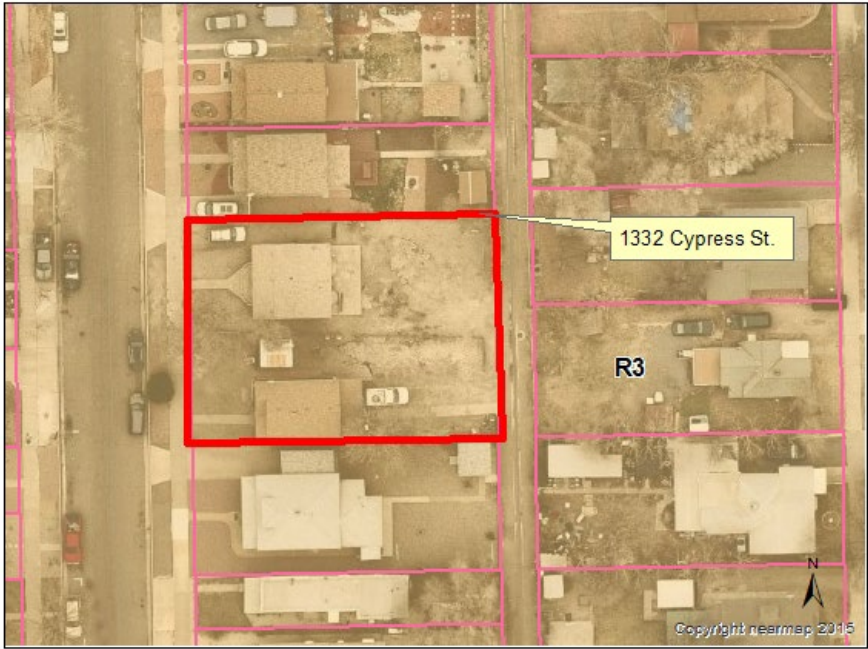
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

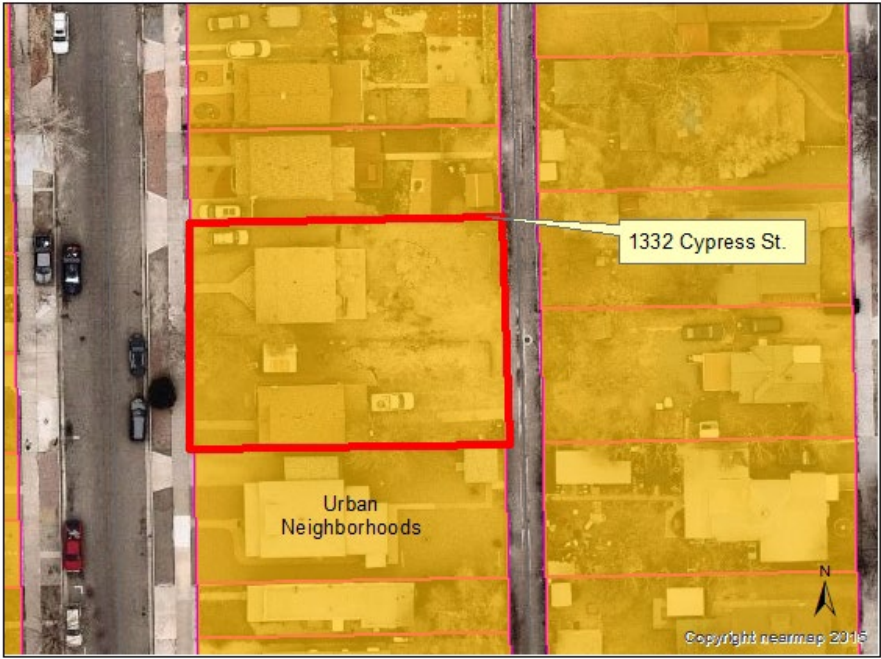
- A. **Aerial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Application and Zoning Exhibit**



Aerial Map



Zoning Map



Comprehensive Plan Map



Public Notice



Overview of what used to be listed as 1328-26 Cypress St.



Overview of 1332 Cypress Street on the right of the photo.



Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Ryan Lunsford	
Company: True North Development LLC	
Address: 5994 S Holly St #145	Zip: 81004
Phone: () 720.626.1994	Email: ryan@tndevgroup.com
Applicant	
Name: Same as above	
Company:	
Address:	Zip:
Phone: ()	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ()	Email:
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: 1332 Cypress St <small>(address or general description)</small>	
Parcel# 1512201009	
Legal Description: S 10 FT OF LOT 13 ALL 14-15-16 BLK 1 LAKE AVE ADD	
Subdivision: 86 MINNEQUA PARK + BESSEN	Acreage: 0.23
Existing Zone District: R-3	Proposed Zone District: RCN

7-29-20

<p>Purpose of this Application:</p> <p><input type="checkbox"/> To permit development of the property not allowed under the existing zone district.</p> <p><input type="checkbox"/> To provide proper zone district in conjunction with the subdivision plan for the area.</p> <p><input type="checkbox"/> In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.</p> <p><input checked="" type="checkbox"/> Other (specify): <u>To subdivide into two equal parcels, no additional development planned.</u></p> <p>_____</p> <p>_____</p> <p>_____</p>	
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(Continued from previous page)

<p>Statement of Facts:</p> <p>Justifying the zone change request. Be specific; use additional sheets if necessary.</p>		
<p>Two existing homes currently exist on the parcel, applicant's intent should RCN zoning be approved is to subdivide into two parcel so that each home can be renovated and re-sold. The resulting 2 parcels will be 4930 sqft each, which is within the character of the street and neighborhood, where several parcels are currently less than 3,000sqft</p>		
<p>Description of area surrounding proposed development:</p> <p>The street and neighborhood are generally single family homes, with lot sizes ranging from 2900 sqft to 9820 sqft. The subject property is the largest parcel on the 1300 block of Cypress.</p>		
<p>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.</p>		
<p>No development is proposed, two single family homes current exist on the parcel, both fronting Cypress St. Setbacks of the existing homes are standard for the neighborhood. We just want to be able to market and re-sell each home as a single family home.</p>		
<p><input type="checkbox"/> A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.</p>		
<p>Estimated date for beginning project: <u>Renovation of homes (no footprint change) will begin upon zoning approval.</u></p>		
<p>Estimated date for completion of project: <u>Estimated 2-3 month renovation window.</u></p>		
<p>A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.</p>		
<p>The rezoning and subdivision is not anticipated to require significant resources; however, the renovation of the homes (without modification to footprint) may cost up to \$100,000</p>		
<p><input type="checkbox"/> CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (if applicable)</p>		
<p>By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:</p>		
<p>1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.</p>		
Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
Hearing date:	<input type="checkbox"/> Approved <input type="checkbox"/> Denied <input type="checkbox"/> Approved w/conditions	

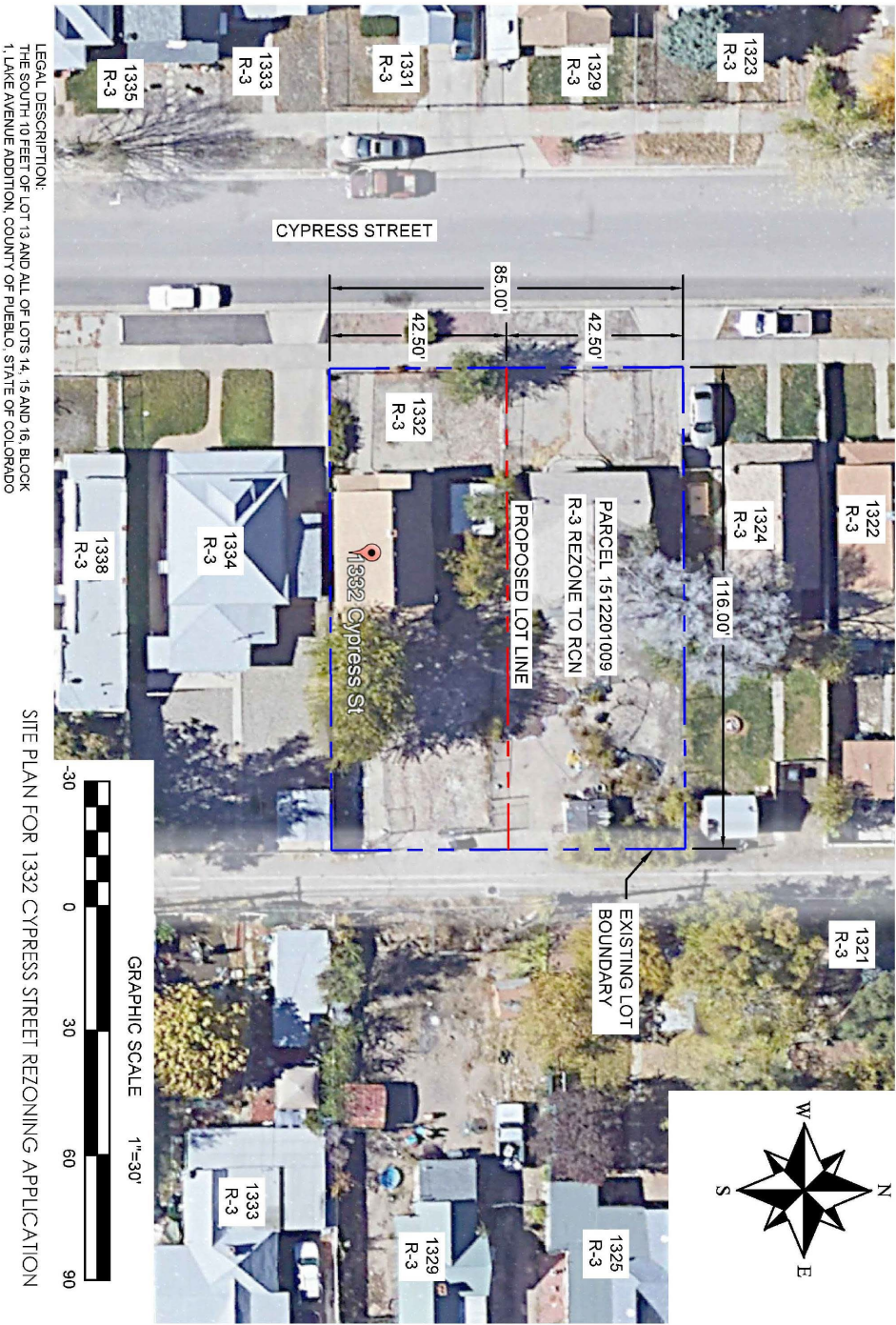


Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

- 2. There are no known hazards or vicious animals present on the subject property.
- 3. All information contained in this application, is true and accurate to the best of my knowledge.
- 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner		
Print Name:	Ryan Lynsford, Manager of True North Development, LLC	
Signature:		Date:
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:



March 19, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **True North Development** for the approval of the following application:

Z-24-01: 1332 Cypress Street, from One- and Two-Family Residential District (R-3) to Residential Charter Neighborhood District (RCN) for the purposes of creating two separate individual units. Property located at 1332 Cypress Street legally described as the south 10 ft of lot 13 and all of lots 14, 15, 16, Block 1, Lake Avenue Addition.

The Planning and Zoning Commission meeting will be held on April 10th, 2024, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please call the number below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2280

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Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2280

CASE NUMBER: Z-24-01

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 1329 Cypress St. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

March 19, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 1329 Cypress St. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 19, 2024

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
B + H REAL ESTATE LLC	108 TOMICHI LN	GUNNISON	CO	81230-9502
ABBA REAL ESTATE INC	1130 LAKE PLAZA DR STE 2	COLORADO	CO	80906-3595
CORNERSTONE HOMES SOUTH LLC	1188 W BELLA CASA DR	PUEBLO	CO	81007-3103
CASADOS RONALD S	1206 S AVENIDA DEL ORO	PUEBLO	CO	81007-6162
HUNSAKER DEVIN	1301 CYPRESS ST	PUEBLO	CO	81004-3130
CASTRO NANCY	1302 CYPRESS ST	PUEBLO	CO	81004-3131
LEE IDA W	1303 CYPRESS ST	PUEBLO	CO	81004-3130
AGUILAR ELSIE M, ARELLANO MARY AN LOBATO NORA/AMAYA BEN	1306 CYPRESS ST	PUEBLO	CO	81004-3131
J/DEHERRERA	1306 STONE AVE	PUEBLO	CO	81004-3134
FRY NICHOLAS / COOPER AMY	1311 E ORMAN AVE	PUEBLO	CO	81004-3132
BONILLA NELSON JR	1313 E ORMAN AVE	PUEBLO	CO	81004-3132
GORKOWSKI GREGORY/GORKOWSKI RHIAN	1321 CYPRESS ST	PUEBLO	CO	81004-3130
DWORSHAK JARED + LAYTON MEERA	1322 CYPRESS ST	PUEBLO	CO	81004-3131
RIOS ANDREW JESUS	1323 CYPRESS ST	PUEBLO	CO	81004-3130
LOPEZ JUAN C SR/LOPEZ SILVIA	1324 STONE AVE	PUEBLO	CO	81004-3134
WOOLSEY ALAN/WOOLSEY SHERRILL/SCH	1329 CYPRESS ST	PUEBLO	CO	81004-3130
PEREZ DELORES A/GUTIERREZ RAUL R	1330 STONE AVE	PUEBLO	CO	81004-3134
GONZALES ERLINDA	1331 CYPRESS ST	PUEBLO	CO	81004-3130
RODRIGUEZ JESS J	1333 E ORMAN AVE	PUEBLO	CO	81004-3132
CASADOS GLORIA JEAN/CASADOS RUTH + MONTOYA TERESA ANN/ARNOLD	1334 CYPRESS ST	PUEBLO	CO	81004-3131
DONNA MARIE	1337 CYPRESS ST	PUEBLO	CO	81004-3130
BRIANZA LORA/LENHART SHERRY	1337 E ORMAN AVE	PUEBLO	CO	81004-3132
CLEMENTS JASON R	1339 CYPRESS ST	PUEBLO	CO	81004-3130
ROJAS MORA GERLYN M	1340 CYPRESS ST	PUEBLO	CO	81004-3131
SANCHEZ JUBENAL/SANCHEZ MELINDA HERNANDEZ FRANCES/HERNANDEZ	1341 E ORMAN AVE	PUEBLO	CO	81004-3132
JAMES	1344 STONE AVE	PUEBLO	CO	81004-3134
LOPEZ YESSICA J	1345 ORMAN AVE	PUEBLO	CO	81004-3132
ESTRADA MAXINE	1401 CYPRESS ST	PUEBLO	CO	81004-3438
PRYOR HOLLY J	1401 E ORMAN AVE	PUEBLO	CO	81004-3446
JAQUEZ JADE J	1414 N SANTA FE AVE	PUEBLO	CO	81003-3732
HOUSING AUTHORITY OF PUEBLO	1450 S SHERMAN ST	DENVER	CO	80210-2215
GRIGGS KYLE ROBERT / CROKE EMILY BARK HILL LLC	196 RIVERVIEW DR	DURANGO	CO	81301-4373
WHITED WILLIAM SCOTT	21 KINGSBRIDGE PL	PUEBLO	CO	81001-1411
VAUGHT BEAU J/VAUGHT JACLYN R	23360 SHYLO DR	PUEBLO	CO	81006-2036
SANCHEZ DANNY RAY	25500 STATE HIGHWAY 12	TRINIDAD	CO	81082-9554
BROWN CAROLYN SUE	2591 ELMWOOD LN	PUEBLO	CO	81005-2703

NETHERTON ERIC TR OF THE NETERT	2825 W US HIGHWAY 50	PUEBLO CO	81008-1628
DIAWARA MOUSSA M	3385 BIRNAMWOOD DR	COLORADC CO	80920-7331
LEFEBRE SAMUEL JAY	4122 N GREENWOOD PL	DENVER CO	80236-2441
HERRERA NOEL CALDERA	4949 W EXPOSITION AVE	DENVER CO	80219-2229
BEACH SHANE A	5 VERDOSA DR	PUEBLO CO	81005-2925
HORNE PUEBLO PROPERTIES 1 LLC	5825 KITTEY DR	COLORADC CO	80911-3535
TRUE NORTH DEVELOPMENT LLC	5994 S HOLLY ST STE 145	GREENWO CO	80111-4221
LONGGREAR RUSSELL H III	617 W 25TH ST	PUEBLO CO	81003-3617
ROBITSCHK KENNETH	6824 DOVER ST	ARVADA CO	80004-1731
CRUZ ANTHONY R/CRUZ ANDREA E	8330 HESS DR	RYE CO	81069-8872
VALDEZ BRANDON L	915 MCCULLEY AVE	PUEBLO CO	81004-3129
HOPP BRIAN H	9878 W BELLEVIEW AVE #	DENVER CO	80123-2101
SPOONER CHARLES E III	PO BOX 11381	PUEBLO CO	81001-0381
GUNSMOKE INVESTMENTS LLC	PO BOX 20144	COLORADC CO	81019-2144
CABELLO SAMUEL J/CABELLO DOROTHY	PO BOX 3124	PUEBLO CO	81005-3124
ZEGLER AL/ZEGLER DIANE JOINT REVO			
+ C/O DIANE L ZEGLER TR	PO BOX 7934	PUEBLO W CO	81007-0934
MC ELRATH MARCIA	PO BOX 9614	PUEBLO CO	81008-6039



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 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 VACATING A PUBLIC UTILITY EASEMENT LOCATED AT 19 TEMPLE DRIVE IN THE SUNSET PARK FILING 10 SUBDIVISION

SUMMARY:

The applicant is requesting to vacate a 1,700 square foot, approximately 10-foot wide, public utility easement at 19 Temple Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The original subdivision, platted in 1960, reserved a 5-foot public utility easement on both the north and south property lines of Lot 31, Block 4, which makes up most of the area of the subject property. However, since the ownership parcel also includes the northernmost 29 feet of Lot 30, the property owner has both 5-foot easements on either side of Lot 31, thus the total 10-foot easement vacation. There are no public utilities currently located in the easement, and staff has no concerns with the proposed vacation plat.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their April 9, 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 drainage easement will remain which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. V-25-02 Attachments

ORDINANCE NO. 10959

AN ORDINANCE VACATING A PUBLIC UTILITY EASEMENT
LOCATED AT 19 TEMPLE DRIVE IN THE SUNSET PARK FILING
10 SUBDIVISION

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

SECTION 1.

The following described portion of street right of way:

Easement vacation between Lots 30 and 31, Block 4, Sunset Park 10th Filing, County of Pueblo, State of Colorado, and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 31, Northwesterly along the easterly right of way line of Temple Drive, a distance of 5.00 feet to a point being 5.0 feet northerly of and parallel with the common line between aforesaid Lots 30 and 31; THENCE easterly along a line being 5.0 feet northerly of and parallel with aforesaid common line to the westerly line of an existing utility easement, said easement line being 5.00 feet westerly of and parallel with the easterly line of Sunset Park, 10th Filing; THENCE southerly along said westerly easement line, a distance of 10.11 feet to a point being 5.0 feet south of the common line between aforesaid Lots 30 and 31; THENCE westerly along a line being 5.00 feet southerly of and parallel with the common line between aforesaid Lots 30 and 31 to a point on the easterly right of way of aforesaid Temple Drive; THENCE northwesterly along the easterly right of way line of Temple Drive, a distance of 5.00 feet to the POINT OF BEGINNING.

Containing 1,669 square feet, more or less

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 12, 2025.

Final adoption of Ordinance by City Council on May 27, 2025.

DocuSigned by:
Mark Cliff
B7A4E51823AB462...

President of City Council

Action by the Mayor:

Approved on 5/28/2025 | 12:22 PM MDT.

Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

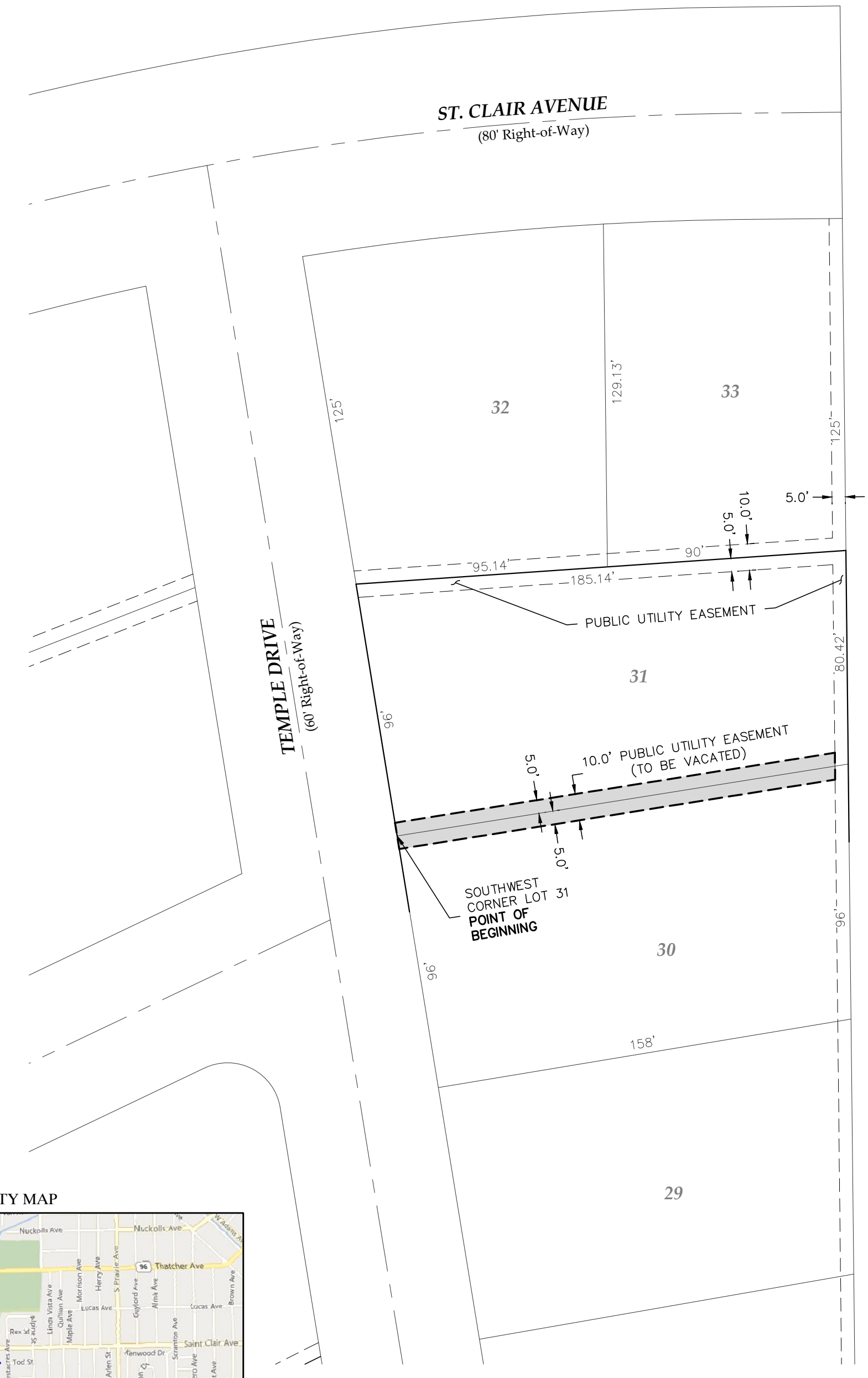
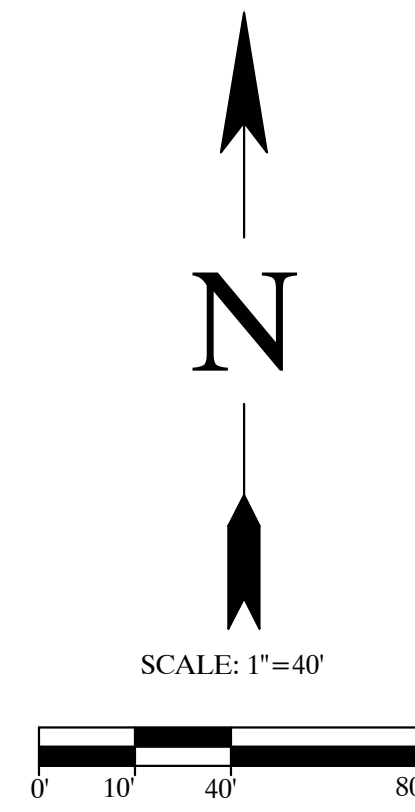
ATTEST

DocuSigned by:
[Signature]
7C02EBDFFC3D43C...

City Clerk

Sunset Park 10th Filing Easement Vacation V-25-02

Between Lots 30 & 31, Block 4, Sunset Park 10th Filing In Section 3, Township 21 South, Range 65 West of the 6th P.M. in Pueblo County, Colorado



Legal Description

Easement vacation between Lots 30 and 31, Block 4, Sunset Park 10th Filing, County of Pueblo, State of Colorado, and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 31, Northwestly along the easterly right of way line of Temple Drive, a distance of 5.00 feet to a point being 5.0 feet northerly of and parallel with the common line between aforesaid Lots 30 and 31; THENCE easterly along a line being 5.0 feet northerly of and parallel with aforesaid common line to the westerly line of an existing utility easement, said easement line being 5.00 feet westerly of and parallel with the easterly line of Sunset Park, 10th Filing; THENCE southerly along said westerly easement line, a distance of 10.11 feet to a point being 5.0 feet south of the common line between aforesaid Lots 30 and 31; THENCE westerly along a line being 5.00 feet southerly of and parallel with the common line between aforesaid Lots 30 and 31 to a point on the easterly right of way of aforesaid Temple Drive; THENCE northwesterly along the easterly right of way line of Temple Drive, a distance of 5.00 feet to the POINT OF BEGINNING.

Containing 1,669 square feet, more or less

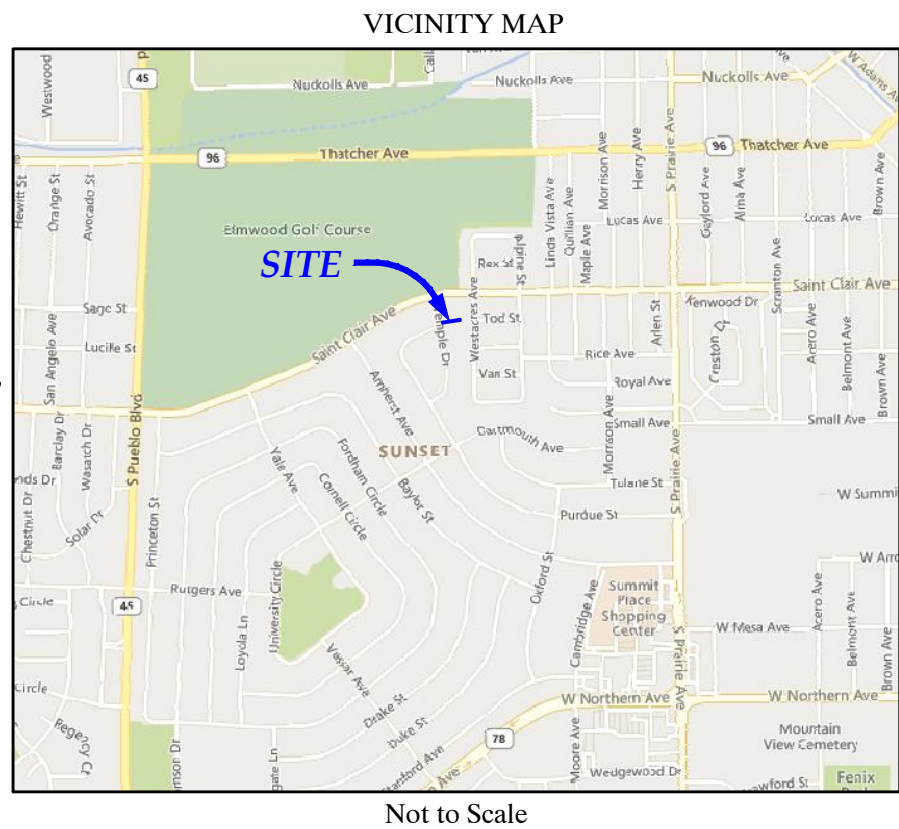
Reservations: None

Purpose: Property owner wishes to build within the existing easement. (There are no utilities currently located within the easement.)

SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, do hereby certify that this vacation plat is not based upon an actual field survey conducted by me or under my responsible charge, but was prepared using information shown on the plat of Sunset Park, 10th Filing as recorded February 26, 1960 in Book 19, Page 5 and in Book 1413, Page 57 of the Pueblo County, Colorado records.

Julie N. Troutt _____ Date _____
Professional Land Surveyor #38529



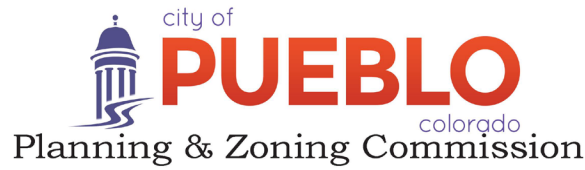
Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday April 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:30 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Brett Boston, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi, James Salazar.

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, Cindy Capritta, Land Use Tech.

Staff Members Absent: None

Approval of the Agenda: Bailey motioned to approve the agenda as amended, continue CP-25-01, ODP-25-01 and Z-25-06 to the May 14th, 2025, meeting, seconded by Boston.

Motion Passed: 7-0

Public Hearings:

4. V-25-02 Vacation: Vacation of a 10' public utility easement located at 19 Temple Dr. in the Sunset Park Fil. 10 Subdivision. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Ed Posa Jr. sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the vacation application to City Council, seconded by Boston.

Motion Passed: 7-0.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-25-02 Temple Drive Easement Vacation

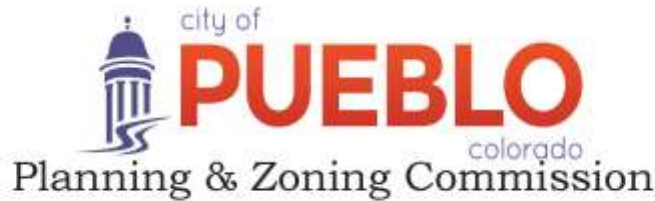
DATE: April 22, 2025

Please place the above referenced submittal on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative



Alexandar Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

V-25-02
April 9, 2025

TO: City of Pueblo, Planning and Zoning Commission

FROM: Mikaylin Hackley, Planner

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

LOCATION: 19 Temple Dr., Pueblo, CO 81005

APPLICANT: Julie Troutt, Colorado Land Surveyors

OWNER: Edward Posa

ZONE DISTRICT: Single-Family Residential (R-1) Zone District

CONCURRENT CASES: None

Request:
Vacation of a 10' wide, approx. 1700 sq. ft. public utility easement

Background and Staff Analysis:

The applicant is requesting this 1700 sq. ft. easement vacation at 19 Temple Dr. in the Sunset Park Fil. 10 Subdivision. The original subdivision, platted in 1960, reserved a 5' public utility easement on both the north and south property lines of Lot 31, Block 4, which makes up most of the area of the subject property. However, since the ownership parcel also includes the northernmost 29 ft of Lot 30, the property owner has both 5' easements on either side of Lot 31, thus the total 10' easement vacation.

There are no public utilities currently located in the easement, and staff has no concerns with the proposed vacation plat.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Referral Agencies and Comments:

- | | |
|--|------------|
| • City Public Works | No comment |
| • City Transportation | No comment |
| • City Law Department | No comment |
| • Pueblo Regional Building Department | No comment |
| • City Fire Department | No comment |
| • City Wastewater | No comment |
| • City Stormwater | No comment |
| • City Parks and Recreation Department | No comment |
| • Xcel Energy | No comment |
| • Black Hills Energy | No comment |
| • CDOT | No comment |

Recommended Action:

Staff recommends that the Vacation be recommended for APPROVAL to City Council with no conditions.

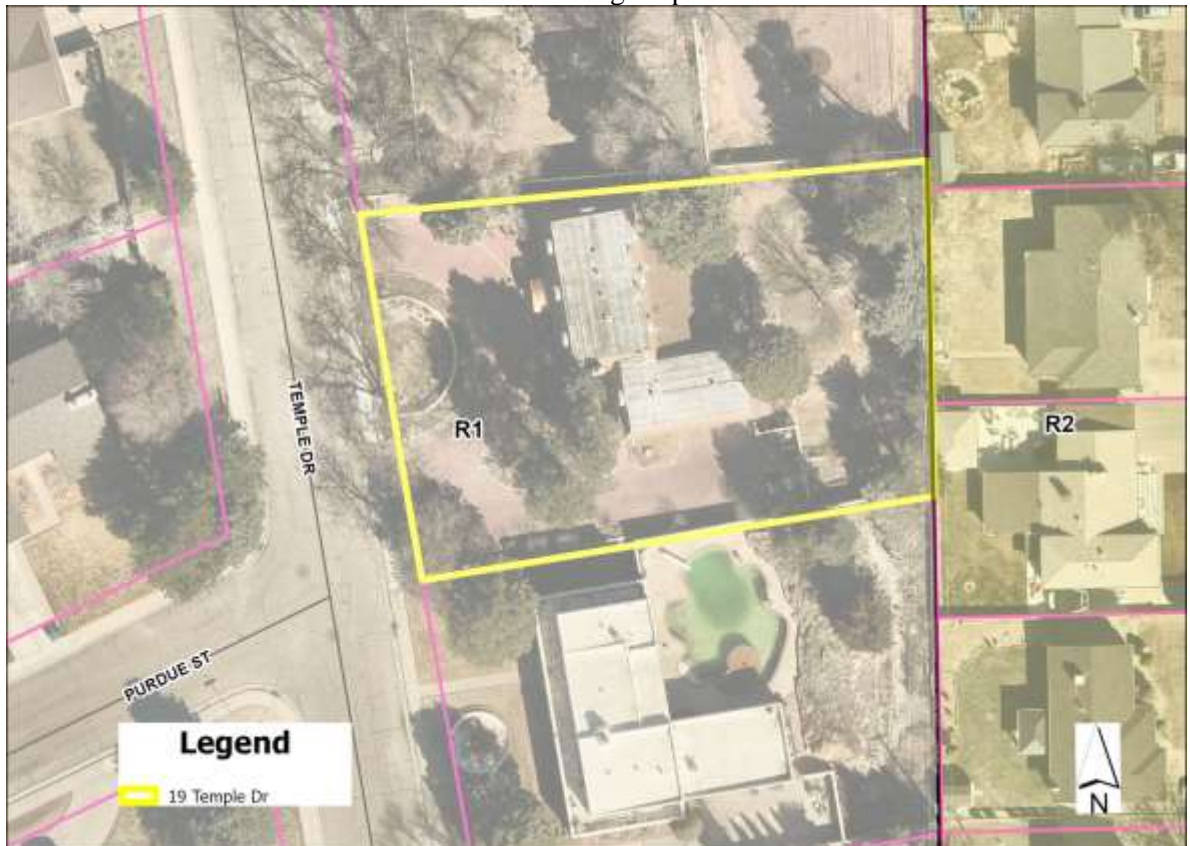
Attachments:

- A. Aerial Photo
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Public Notice Photo
- E. Vacation Plat

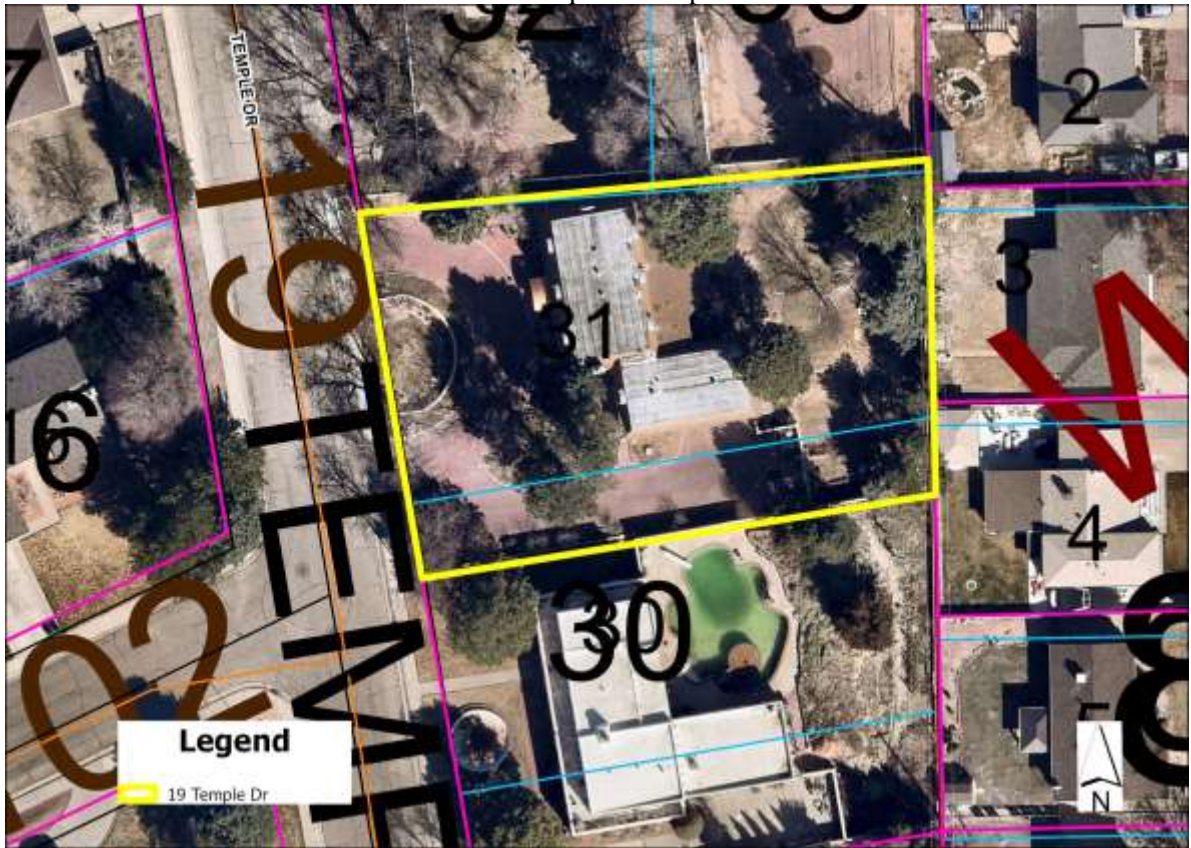
A. Aerial Map



B. Zoning Map



C. Corporate Map



D. Public Notice



Sunset Park 10th Filing Easement Vacation V-25-02

Between Lots 30 & 31, Block 4, Sunset Park 10th Filing In Section 3, Township 21 South, Range 65 West of the 6th P.M. in Pueblo County, Colorado

Legal Description

Easement vacation between Lots 30 and 31, Block 4, Sunset Park 10th Filing, County of Pueblo, State of Colorado, and being more particularly described as follows:

BEGINNING at the Southwest corner of Lot 31, Northwestly along the easterly right of way line of Temple Drive, a distance of 5.00 feet to a point being 5.0 feet northerly of and parallel with the common line between aforesaid Lots 30 and 31; THENCE easterly along a line being 5.0 feet northerly of and parallel with aforesaid common line to the westerly line of an existing utility easement, said easement line being 5.00 feet westerly of and parallel with the easterly line of Sunset Park, 10th Filing; THENCE southerly along said westerly easement line, a distance of 10.11 feet to a point being 5.0 feet south of the common line between aforesaid Lots 30 and 31; THENCE westerly along a line being 5.00 feet southerly of and parallel with the common line between aforesaid Lots 30 and 31 to a point on the easterly right of way of aforesaid Temple Drive; THENCE northwestly along the easterly right of way line of Temple Drive, a distance of 5.00 feet to the POINT OF BEGINNING.

Containing 1,669 square feet, more or less

Reservations: None

Purpose: Property owner wishes to build within the existing easement. (There are no utilities currently located within the easement.)

SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, do hereby certify that this vacation plat is not based upon an actual field survey conducted by me or under my responsible charge, but was prepared using information shown on the plat of Sunset Park, 10th Filing as recorded February 26, 1960 in Book 19, Page 5 and in Book 1413, Page 57 of the Pueblo County, Colorado records.

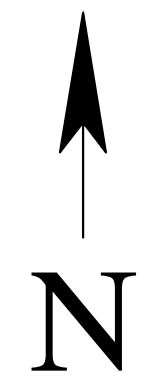
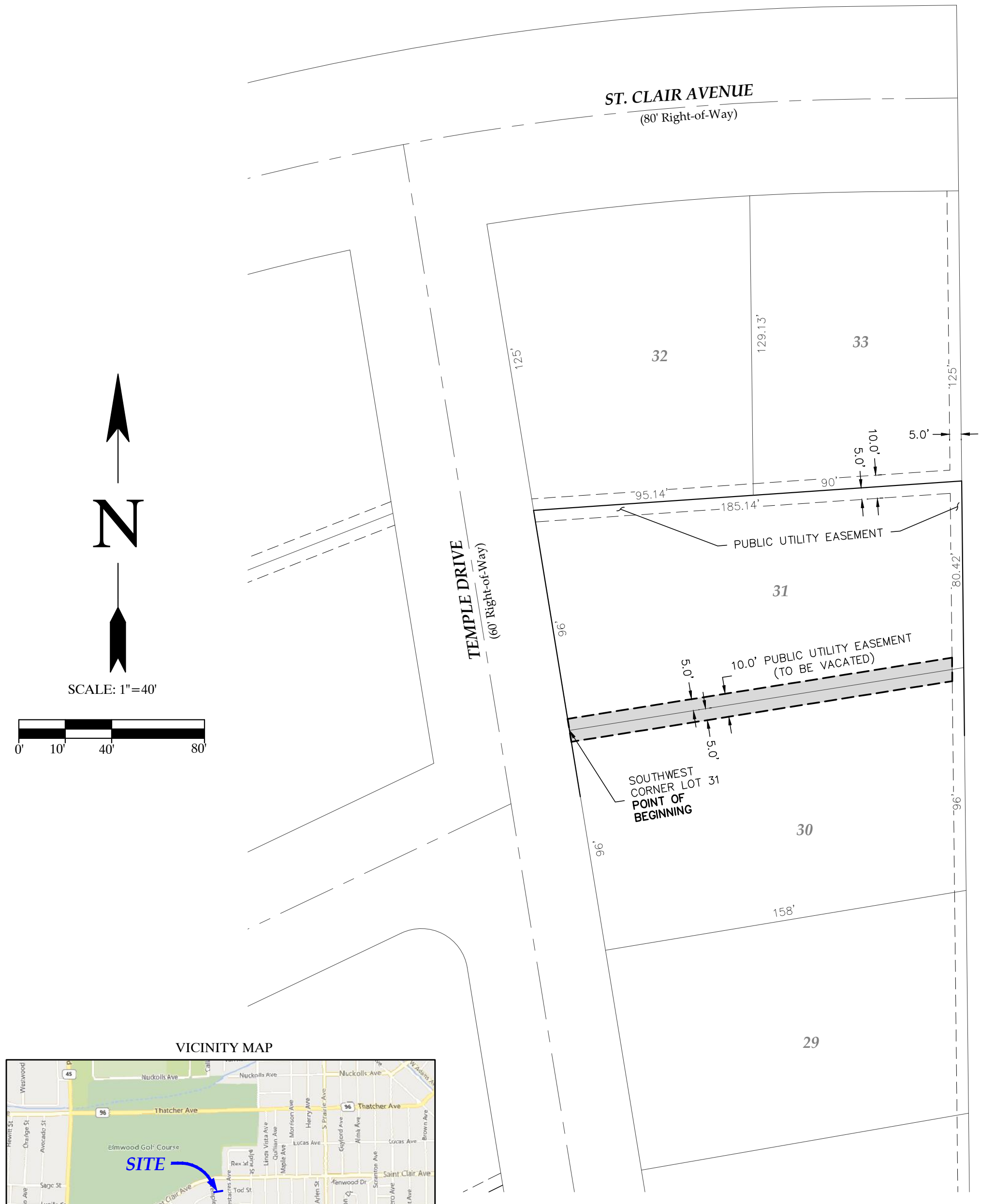
Julie N. Troutt
Professional Land Surveyor #38529

Date _____

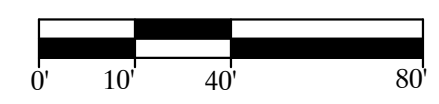


Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

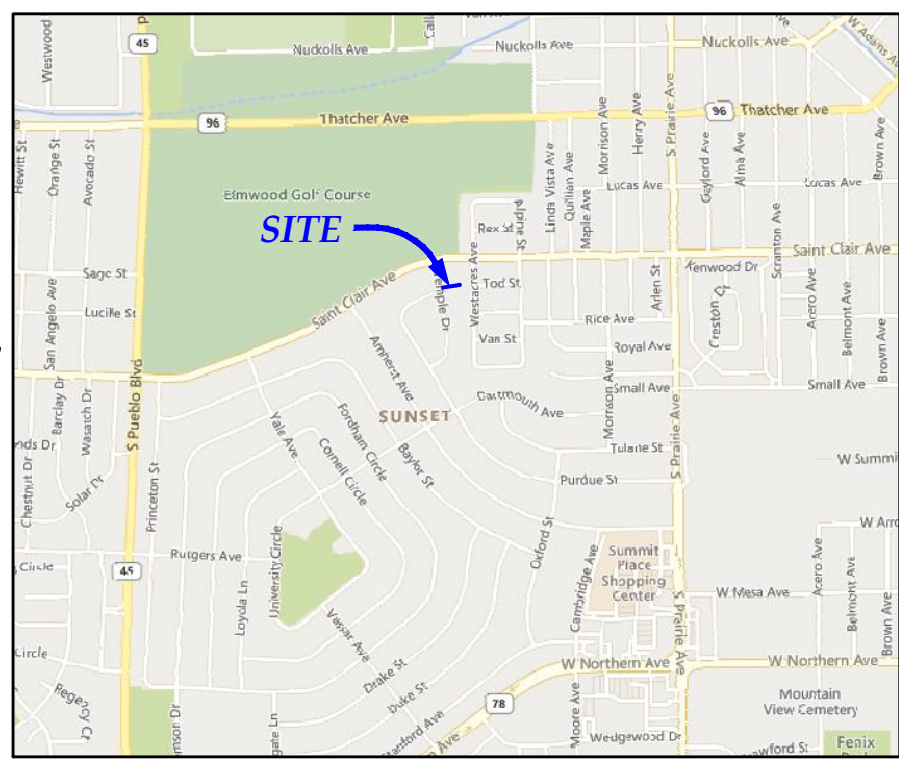
Colorado Land Surveyors, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169



SCALE: 1"=40'



VICINITY MAP



Not to Scale

D:\Civil_3D\Projects\Surveys\2025\S25-04 Temple Dr Esmt Vacation\S25-04 ESMT VACATION.dwg

SUNSET PARK TENTH FILING PUEBLO, COLORADO.

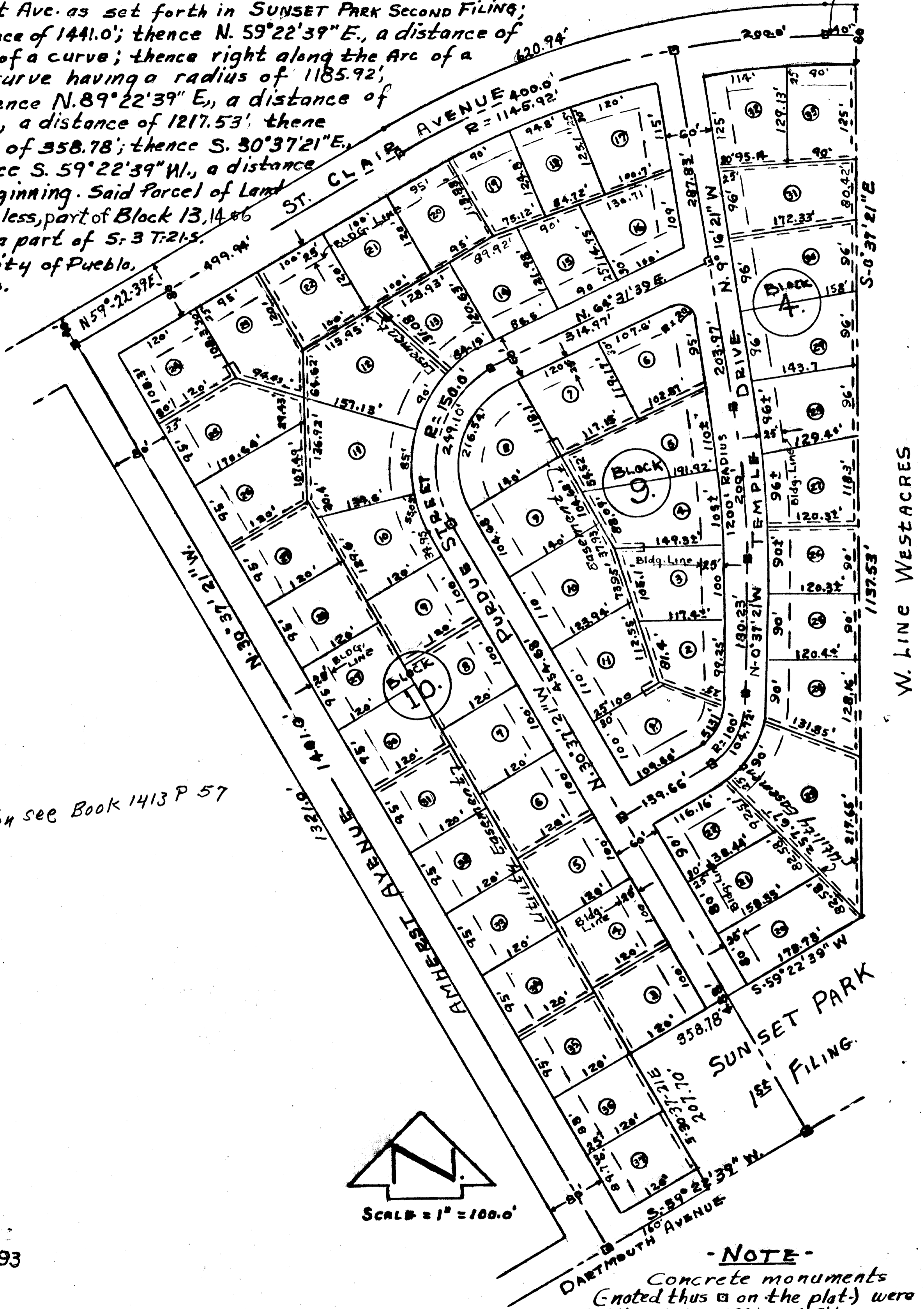
Ded. 120892 1413 P 57

Beginning at a point located at the intersection of the centerlines of Dartmouth Ave. and Amherst Ave. as set forth in SUNSET PARK SECOND FILING; thence N. 30°37'21" W., a distance of 1441.0'; thence N. 59°22'39" E., a distance of 499.94' to a point on the Arc of a curve; thence right along the Arc of a curve to the right, said curve having a radius of 1185.92', a distance of 620.94'; thence N. 89°22'39" E., a distance of 40.0'; thence S. 0°37'21" E., a distance of 1217.53'; thence S. 59°22'39" W., a distance of 358.78'; thence S. 30°37'21" E., a distance of 207.70'; thence S. 59°22'39" W., a distance of 160.0'; to the point of beginning. Said Parcel of Land Containing 23.613 Acres, more or less, part of Block 13, 14 & 6 UPLANDS PARK, and being a part of S. 3 T. 21 S. R. 65 W. of the 6th. P.M. City of Pueblo, Pueblo County, Colorado.

Approved by Ordinance No- 2495

[Signature]
President of the City Council

[Signature]
City Clerk

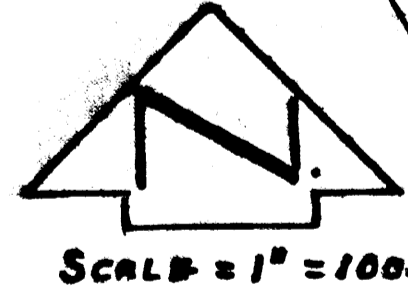


- Note -
For dedication see Book 1413 P 57

120892
120893

STATE OF COLORADO
COUNTY OF PUEBLO
I hereby certify that this instrument was
Filed for record at 4:05 P.M. on
FEB 26 1960 and data recorded in
Book 19 Page 5

[Signature]
Notary Public



SCALE = 1" = 100.0'

- NOTE -
Concrete monuments (noted thus on the plat) were established by Office of City Engineer, Pueblo, Colorado.
Amherst Ave. and St. Clair Ave. to have a 44.0' finished roadway, Temple Street and Purdue Street to have a 36.0' finished roadway, all are to have a 6.5' rolled curb and gutter and sidewalk combination.
Building setback as per plat on all Lots on front streets. Easements for Utilities are reserved as shown hereon and over the rear 5.0' of each lot as noted on the above plat.

CERTIFICATE OF SURVEY
This is to certify that I, Harold D. Wesley, registered Land Surveyor, in Colorado, made the Plat of Sunset Park Tenth Filing, and the accompanying Surveys hereto, and that all lines and dimensions are correctly shown thereon.
4-25-58.
Harold D. Wesley
Colo. L.S. # 1455.

BOOK 5 PAGE 121

W. LINE WEST ACRES

March 24, 2025

The City of Pueblo Planning and Zoning Commission will hold a public hearing on a request from Edward Posa for the approval of the following application:

V-25-02 Vacation: Vacation of a 10' public utility easement located at 19 Temple Dr. in the Sunset Park Fil. 10 Subdivision

The Planning and Zoning Commission meeting will be held on **April 9, 2025, 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: V-25-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: 19 Temple Dr. to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

March 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Drainage Easement Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

March 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCit	Owr	OwnerZip
ALTSTADT PATRICIA A	9 TEMPLE DR	PUEBLO	CO	81005-1606
BABER LEXIE M	102 PURDUE ST	PUEBLO	CO	81005-1634
BACA KEVIN L	3230 ST CLAIR AVE	PUEBLO	CO	81005-1735
BELL JOHN W/BELL ELIZABETH A	100 PURDUE ST	PUEBLO	CO	81005-1634
BLOCK KIMBERLEE S/BLOCK ROGER D	3000 S PRAIRIE AVE	PUEBLO	CO	81005-5106
CASTRO FRANK JASON	3230 TOD ST	PUEBLO	CO	81005-1743
CHILDERS RONALD	627 WESTACRES AVE	PUEBLO	CO	81005-1748
CROASDELL MICHELLE L	3227 SAINT CLAIR AVE	PUEBLO	CO	81005-1734
DEATHERAGE LORI	3222 ST CLAIR AVE	PUEBLO	CO	81005-1735
DEFORGES DANIELLE	2744 JUNIPER ST	CANON C	CO	81212-9169
DONALDSON KRISTY R	709 WESTACRES AVE	PUEBLO	CO	81005-1749
EMORY LESLIE A	705 WESTACRES AVE	PUEBLO	CO	81005-1749
FLOWERS DEREK J/FLOWERS BRITTNEY N	725 WESTACRES AVE	PUEBLO	CO	81005-1749
GOLOB TERRI ANN/GOLOB RICHARD	3226 TOD ST	PUEBLO	CO	81005-1743
GOMEZ FRANCES A	717 WESTACRES	PUEBLO	CO	81005-1749
GORNICK KENNETH E/GORNICK SUSAN ANN	97 PURDUE ST	PUEBLO	CO	81005-1633
GRISHAM KELLY J	3231 TOD ST	PUEBLO	CO	81005-1742
HOLLENBECK LARRY E II	3308 ST CLAIR AVE	PUEBLO	CO	81005-1616
KOUKOL ROSS G/ZWICK WILLIAM J	11 TEMPLE DR	PUEBLO	CO	81005-1606
LEFFLER CHERYL L	721 WESTACRES AVE	PUEBLO	CO	81005-1749
LEST BETTY ANN/LEST RICHARD F	98 PURDUE ST	PUEBLO	CO	81005-1634
LEWIS AUDREY M/WEIR TRACY A	713 WESTACRES AVE	PUEBLO	CO	81005-1749
MADRID OCTAVIO/MADRID MARY ELSIE	3223 TOD ST	PUEBLO	CO	81005-1742
MARQUEZ LORRIE J	3226 SAINT CLAIR AVE	PUEBLO	CO	81005-1735
MARTINEZ BENJAMIN	3304 ST CLAIR AVE	PUEBLO	CO	81005-1616
MAYER BRIAN/MAYER CHARNELL	99 PURDUE ST	PUEBLO	CO	81005-1633
OAKES BETTY L	3302 ST CLAIR AVE	PUEBLO	CO	81005-1680
OSBAN DELORES F	3222 TOD ST	PUEBLO	CO	81005-1743
PICKERING KAREN E LARRY PICKERING	10 TEMPLE DR	PUEBLO	CO	81005-1607
POSA EDWARD J JR	19 TEMPLE DR	PUEBLO	CO	81005-1606
PUGEL ROBERT J/PUGEL ELSIE M	6 TEMPLE DR	PUEBLO	CO	81005-1607
PULLARO CHARLES J JR	3310 SAINT CLAIR AVE	PUEBLO	CO	81005-1616
RESIDENCE	3227 URBAN ST	PUEBLO	CO	81005-1744
SANCHEZ ELOY M/SANCHEZ LINDA L	3231 ST CLAIR AVE	PUEBLO	CO	81005-1734
SHEETS TAMERA M	15 TEMPLE DR	PUEBLO	CO	81005-1606
THRASHER VICKIE L	3231 URBAN ST	PUEBLO	CO	81005-1744
WESLEY UNITED METHODIST CHURCH	85 STANFORD AVE	PUEBLO	CO	81005-1946
WOOLARD DEBRA ANNE	3227 TOD ST	PUEBLO	CO	81005-1742