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

MONDAY, JUNE 9, 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 Robert Woody, Tabernacle Baptist Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation - "Women Veterans Recognition Day - June 12, 2025" - Shelley Gauna, President - Minnequa Veterans of Foreign Wars Post 3641 Auxiliary & Kelly Brude, Junior Vice President - Minnequa Veterans of Foreign Wars Post 3641

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 27, 2025, as distributed.

J1 City Council Minutes 05-27-25

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

M. RESOLUTIONS

M1 A Resolution awarding an agreement for Professional Services in the amount of $92,310 to Matrix Design Group, Inc., a Colorado Corporation, for Project No. 25-013 Design for 18th Street Drainage Rehabilitation and authorizing the Purchasing Agent to execute same

M2 A Resolution awarding an agreement for Public Art Services in the amount of $35,949.86 to Christina Monson, for Project No. 25-015 Sidewalk Art - Bessemer Area and Downtown Area and authorizing the Purchasing Agent to execute same

M3 A Resolution Ratifying the Joint Appointment of Robert Berrier to the Pueblo Regional Building Electrical Board of Appeals

M4 A Resolution ratifying the joint appointment of Sean Convery to the Pueblo Regional Building Mechanical Board of Appeals

M5 A Resolution establishing a Pueblo Homeless Commission, adopting bylaws for said Commission, and appointing a chairman thereto

M6 A Resolution to initiate by application to the Historic Preservation Commission the rescission of the historic landmark designation for Black Hills 5&6

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance amending Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code relating to departmental organization, abolishing the stormwater utility division under the Public Works Department, establishing the Stormwater Utility Department and amending Subsection 16-12-3(5) and 16-12-12(a) of Chapter 12 of Title XVI of the Pueblo Municipal Code to make consistent therewith

N2 An Ordinance approving and accepting Colorado Department of Transportation (CDOT) Aeronautics division Grant No. 25-PUB-01 for funds in the amount of $70,594 for the East Apron (North) Rehab project construction phase and the Taxilane Rehab and New T-Hangar project construction phase, authorizing the mayor to execute same, budgeting and appropriating $43,525 to Project No. AP1804 – South T-Hangar #1, and budgeting and appropriating $27,069 to Project No. AP2401 – East Apron (N) Taxilane Rehab project

N3 An Ordinance amending the fiscal year 2025 Staffing Ordinance by adding five (5) full-time positions to the authorized staffing of the Police Department

N4 An Ordinance approving the memorandum of understanding between Colorado State University ("CSU") and the Pueblo Fire Department allowing the authority having jurisdiction ("AHJ") over Colorado State University facilities operations in Pueblo City Limits for building construction plan review and related inspections, fire safety inspections and fire safety permits and authorizing the Mayor to execute the same

N5 An Ordinance amending Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code relating to the departmental organization, abolishing the Division of CDBG/Home/Housing under the Department of Planning and Community Development, establishing the Department of Housing and Citizen Services and amending subsection 4-8-4(2) of Chapter 8 of Title IV and Section 8-1-8 of Chapter 1 of Title VIII of the Pueblo Municipal Code to make consistent therewith

N6 An Ordinance amending the fiscal year 2025 Staffing Ordinance by adding a section entitled Housing & Citizen Services, adding one (1) full-time Housing & Citizen Services Director to the authorized staffing of the Housing & Citizen Services Department and amendment of the Planning and Community Development authorized staffing as part of a reorganization.

N7 An Ordinance amending Section 6-5-16 of Chapter 5 of Title IV of the Pueblo Municipal Code relating to the fiscal year 2025 classification and pay plan by establishing the pay

scale for Director of Housing & Citizen Services

N8 An Ordinance annexing unincorporated land commonly known as the Jackson Ranch Annexation 1 to the City of Pueblo described as 152.27-acres of land located southeast of State Highway 78 and west of the Pastora Ranch Annexation

N9 An Ordinance annexing unincorporated land commonly known as the Jackson Ranch Annexation 2 to the City of Pueblo described as 439.33-acres of land located south of the proposed Jackson Ranch Annexation 1

N10 An Ordinance approving an amendment to the Pueblo Regional Comprehensive Plan, September 2022 for the physical development of Pueblo, a Colorado Municipal Corporation

N11 An Ordinance amending zoning restrictions to rezone 299.512-acres of land generally located north and south of Highway 78, east of the south side landfill from Pueblo County A-3, Small Agriculture Zone District to City of Pueblo R-6, Multiple Residential and Commercial Zone District and A-1, Agricultural one Zone District

N12 An Ordinance amending zoning restrictions to rezone 2620 Farabaugh Lane from B-3, Highway and arterial Business Zone District to I-2, Industrial Zone District

N13 An Ordinance amending zoning restrictions to rezone 1305 East 4th Street and 1302 East 5th Street from O-1, Neighborhood Office Zone District to R-5, Multiple-Residential and Office Zone District

N14 An Ordinance approving the Compass Pointe Subdivision

N15 An Ordinance approving the Dutch Bros. Subdivision Filing No. 1

N16 An Ordinance amending Chapter 4 of title XIV of the Pueblo Municipal Code relating to and establishing criteria, standards, rules and regulations for the appropriation and expenditure of funds in the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund

N17 An Ordinance establishing the City of Pueblo Human Relations Commission, appointing a chairman and members thereto, approving bylaws, and repealing Ordinance Nos. 6695 and 9609

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for June 23, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution awarding a construction contract in the amount of $1,817,559.00 to Russ Grading and Excavating LLC and setting forth $363,511.00 for contingencies, for Project No. 25-005 (WWAN01) 2025 Small Main Remove and Replace Project and authorizing the Purchasing Agent to execute the same

Q2 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Pueblo Firefighter Historical Society Hose CO 3 in the amount of $750 to sponsor the Community Appreciation Awards fundraiser from 11:30 AM - 1:00 PM at Pueblo FireFighters Historical Center on Thursday, June 26, 2025

Q3 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Pueblo Chamber of Commerce in the amount of $2,500 to sponsor the 5th Annual Chile Festival & Balloon Fest in Historic Downtown Pueblo on Union Avenue, starting at 3PM on Friday, September 19, and ending on Sunday, September 21, 2025, at 5 PM

Q4 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Pignanelli Partners in the amount of $750 to sponsor Catching Teens Upstream for the Center for Arts Therapies & Creative Healing Youth (C.A.T.C.H. Youth) from 9:00 AM - 12:00 PM at Rawlings Library - 4th Floor on May 16, 2025

Q5 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Honor Flight of Southern Colorado in the amount of $1,400 to sponsor the 2025 Summer Bash from 5:00 PM - 9:00 PM at Weidner Field in Colorado Springs on Saturday, June 21, 2025

Q6 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to HardKnox Gang Prevention & Intervention in the amount of $3,500 for program advertising and provision of materials to participants in the HardKnox Gang Prevention & Intervention program

R. ORDINANCES – FINAL PRESENTATION

R1 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 - *Introduced May 27, 2025 by Councilor Brett Boston*

R2 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 - *Introduced May 27, 2025 by Councilor Brett Boston*

R3 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 - *Introduced May 27, 2025 by Councilor Brett Boston*

R4 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 - *Introduced May 27, 2025 by Councilor Brett Boston*

R5 An Ordinance amending Section 11-1-202 of the Pueblo Municipal Code relating to loitering - *Introduced May 27, 2025 by Councilor Brett Boston*

R6 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 - *Introduced May 27, 2025 by Councilor Brett Boston*

R7 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 - *Introduced May 27, 2025 by Councilor Brett Boston*

S. EMERGENCY ORDINANCES

S1 An Emergency Ordinance transferring $2,000,000 from the unappropriated fund balance of the Stormwater Utility Enterprise to Project SWAN03 - Point Repairs and Pipe Cleaning, budgeting and appropriating funds in the amount of $2,000,000 for said project and authorizing the Mayor to execute the same

T. ADJOURN

Proclamation

"Women Veterans Recognition Day"

June 12, 2025

WHEREAS: Throughout our nation's history, women have served honorably and courageously both on and off the battlefield; and

WHEREAS: During World War I, women enlisted in the Navy as Yeomen (F) and Marine Corps as Reservists (F) to serve on the home front as truck drivers, mechanics, radio operators, translators, and munitions workers, filling in for men who were deployed overseas; and

WHEREAS: The formation of special units in World War II, such as the Women's Army Corps (WACs), Women Accepted for Volunteer Emergency Service (WAVES), Coast Guard Women's Reserve (SPARs), Women Air Force Service Pilots (WASPs), and the Marine Corps Women's Reserve (WRs) allowed women to begin servicing positions previously reserved for men; and

WHEREAS: Since all combat positions opened up to women in 2016, they now comprise more than 17 percent of the country's military force, creating more opportunities to serve and for the recognition, advancement and allowing for greater equity in military careers; and

WHEREAS: With more than 48,605 female veterans including 1,331 here in Pueblo County, women are now the fastest growing demographic of Veterans, and the state recognizes their service and sacrifice as we stand by them, just as they stand by us in their services to our state and our nation; and

WHEREAS: This year marks the 77th anniversary of the Women's Armed Services Integration Act which was signed into law by President Harry S. Truman on 12 June 1948, acknowledging the great contributions by women in the military and enabling regular and permanent members of the United States Armed Forces and Reserves in times of both peace and war, giving them equal pay, rank, and privileges.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado by the authority vested in us, do hereby proclaim June 12, 2025, as **"Women Veterans Recognition Day"** in the City of Pueblo.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 9th day of June 2025.

Mark Aliff
President of the City Council

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
TUESDAY, MAY 27, 2025 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:07 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

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

- Elvis Martinez - responding to emails/PBR building, rezoning on W 11th
- Dianne Danti - Appendix Section 7 - codes
- Coleen Clark - Ode to Ted Freeman
- Ken Danti - Energy

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 Passed 7-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 051225

Councilor Boston, seconded by Councilor Latino, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **May 12, 2025** as distributed.

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

K. CONSENT AGENDA

L. COMMUNICATIONS

L1 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

This Resolution was assigned as **15990**.

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

This Resolution was assigned as **15991**.

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

This Resolution was assigned as **15992**.

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

This Resolution was assigned as **15993**.

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

This Resolution was assigned as **15994**.

M6 A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO CREDIT SANITARY SEWER FEES OF $5,568.98 TO FENIX HISTORIC INVEST, LLC

This Resolution was assigned as **15995**.

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

This Resolution was assigned as **15996**.

M8 A RESOLUTION RATIFYING THE JOINT APPOINTMENTS OF MARY LEE, GINA LOPEZ FERGUSON, AND DANIEL MCHENRY TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

This Resolution was assigned as **15997**.

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

This Resolution was assigned as **15998**.

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

This Resolution was assigned as **15999**.

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

This Resolution was assigned as **16000**.

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

Councilor Boston, seconded by Councilor Latino, moved to approve the minutes of the Planning & Zoning Commission, approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for June 09, 2025, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

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

A staff report and detailed review of the Resolution was given by Bob Jagger, Deputy City Attorney.

- Josette Jaramillo appeared in person to speak against this Resolution
- Alice Grimm appeared in person to speak against this Resolution
- Dylan Goodman appeared in person to speak against this Resolution

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 **16001**.

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

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

- Elvis Martinez appeared in person to speak against this Resolution

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

Councilor Gomez, seconded by Councilor Boston, moved to amend the Resolution to increase the amount to $1500.

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 **16002**.

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

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

- Elvis Martinez appeared in person to speak against this Resolution

Councilor Boston, seconded by Councilor Flores, 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 **16003**.

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

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 **16004**.

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

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

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak against this ordinance
- Dave DeCenzo appeared in person to speak against this ordinance

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

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

final presentation.

Roll Call - **Ayes:** Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino. **Nays:** President Aliff, Councilor Maestri, Councilor Martinez. Motion Passed 4-3.

This Ordinance was assigned as **10953.**

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

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 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 **10954.**

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

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

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 **10955.**

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

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

PUBLIC HEARING:

- Alex Briggs appeared in person to speak in favor of this ordinance

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

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

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

This Ordinance was assigned as **10956.**

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

A staff report and detailed review of the Ordinance was given by Danny Nunn, Director of Finance.

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

This Ordinance was assigned as **10957.**

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

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 Z24-01 dated April 10, 2024, 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 **10958.**

S2 AN ORDINANCE VACATING A PUBLIC UTILITY EASEMENT LOCATED AT 19 TEMPLE DRIVE IN THE SUNSET PARK FILING 10 SUBDIVISION

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 #V-25-02 dated April 9, 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 **10959.**

T. ADJOURN

President Aliff adjourned the meeting at 9:32 p.m.

Respectfully submitted,

Marisa Stoller
City Clerk

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $92,310 TO MATRIX DESIGN GROUP, INC., A COLORADO CORPORATION, FOR PROJECT NO. 25-013 DESIGN FOR 18TH STREET DRAINAGE REHABILITATION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Professional Services to Matrix Design Group, Inc., to render design services for the 18th Street Drainage Rehabilitation Project. Matrix Design Group, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of $92,310.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The West 18th Street Bridge, built in 1973, spans across Wildhorse Creek. The culverts and surrounding area are in need of maintenance and repairs necessary to prolong the life of the culverts and bridge structure, to ensure the culverts are functioning as designed in the floodway, and have the intended flow capacity needed. The City of Pueblo was awarded a grant from the Colorado Department of Transportation Off-System Bridge Program ("CDOT BRO") for the following improvements to the West 18th Street Bridge:

1. Culvert sediment removal
2. Culvert lining
3. Channel grading
4. Tree and shrub removal
5. Aprons
6. Crack-sealing
7. Guardrail replacement

The City of Pueblo has solicited proposals from consulting/engineering firms experienced in bridge rehabilitation in floodways; including analysis, planning, surveying, design, engineering, permitting, and consulting services.

FINANCIAL IMPLICATIONS:

Funding in the amount of $92,310.00 will be paid from Project Account CI2446 – 18th Street Bridge Rehabilitation.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will preclude the City from awarding the contract and proceeding with the design of the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-013 Matrix Agmt Design 18th St Drainage Rehab

RESOLUTION NO.

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $92,310 TO MATRIX DESIGN GROUP, INC., A COLORADO CORPORATION, FOR PROJECT NO. 25-013 DESIGN FOR 18TH STREET DRAINAGE REHABILITATION AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Matrix Design Group, Inc., for Project No. 25-013 Design for 18th Street Drainage Rehabilitation, has been received and examined; AND,

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-013 Design for 18th Street Drainage Rehabilitation to be performed, and the contract for said services is hereby awarded to Matrix Design Group, Inc., in the amount of $92,310.

SECTION 2.

Funds for said Agreement shall be paid from Project Account CI2446 - 18th Street Bridge Rehabilitation

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 9, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
MATRIX DESIGN GROUP, INC.

25-013 (CI2446); CDOT BRO M086-104 (26412)

DESIGN FOR 18TH STREET DRAINAGE REHABILITATION

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND MATRIX DESIGN GROUP, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Matrix Design Group, Inc., a Colorado Corporation (hereinafter referred to as "Consultant"), a professional engineering firm for Consultant to render certain professional analysis, planning, surveying, design, engineering, permitting, consulting, and related services for City in connection with Bid 25-013 (CI2446); CDOT BRO M086-104 (26412), Design for 18th Street Drainage Rehabilitation, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

A. Consultant shall satisfactorily perform professional analysis, planning, surveying, design, engineering, permitting, consulting, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. This Agreement follows the selection of Consultant by City pursuant to a Request for Proposals (RFP). All of the requirements of the RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1. No requirement in Section 3.3 of the RFP may be excluded in case of conflict between any provision in Section 3.3 of the RFP and this Agreement, the more stringent obligation or responsibility of Consultant shall apply.

B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and

conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, designs, drawings, specifications, reports, and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.

D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

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

3. CITY'S RESPONSIBILITIES

A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.

B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5000 or 5% of the maximum agreement price.

C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any drawings, design, specifications, reports, and incidental engineering work or materials furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.

E. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

4. TIME FOR PERFORMANCE

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

5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $92,310.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall

promptly deliver to City all calculations, data, documents, drawings, plans, reports, specifications, summaries, work product and materials, and all other information as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Designs, drawings, specifications, reports, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all communication, notes, designs, drawings, specifications, technical data, reports, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

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

7.3. Equal Employment Opportunity

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

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, City of Pueblo, Department of Public Works, Attn: Andrew Hayes, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Matrix Design Group, Inc., Attn: Drew Beck, Vice President, 2224 W. Northern Avenue, Suite D-240, Phoenix, AZ, 85021. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 25-013 (CI2446); CDOT BRO M086-104 (26412), Design for 18th Street Drainage Rehabilitation are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of

this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.

C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

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

7.8. Amendments

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

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo.

7.10. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section

be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.11. Appropriations

A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

B. Financial obligations of the City payable after the current City Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

A. Consultant understands that City may be funding the Project in whole or part with funds provided by Colorado Department of Transportation Off-System Bridge Program (CDOT BRO). Consultant agrees it is subject to and shall comply with all applicable provisions of said Colorado Department of Transportation (CDOT) for which the contract award has been made and applicable regulations.

B. Consultant shall comply with the Colorado Department of Transportation (CDOT) Requirements included in the RFP and any/all other Federal, State, and local laws applicable to its activities.

C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or Colorado Department of Transportation (CDOT) at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state

regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

10. INSURANCE

10.1. Conditions

A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, their employees, subcontractors, and consultants.

10.2. Minimum Requirements

A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than $1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.

C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

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

10.3. Governmental Immunity

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

11. ACCESSIBILITY

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

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

13. PERA LIABILITY

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

14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 8 pages.
- Schedule 2 - "Fee Schedule" consisting of 2 pages.

- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 9 pages.
- Schedule 5 - "Colorado Dept. of Transportation (CDOT) Requirements, State of Colorado Intergovernmental Agreement Effective July 18, 2024, and U.S. Dept. of Labor Davis Bacon Minimum Wages, Colorado (General Decision Number – CO20250008)" consisting of 148 pages.

15. SIGNATURE

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

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

Continue to next page for signatures.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[SEAL]

MATRIX DESIGN GROUP, INC.

By_____
Drew Beck, Vice President

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: Schedules 1 – 5 and Additional Information for Agreement

Schedule 1

Scope of Services

Excerpt from Request for Proposal dated March 25, 2025, Section 3 and
Consultant's Response to Request for Proposal dated April 17, 2025, Pages 19 - 24

3.1. Objective

A. This project (Project) shall include analysis, planning, surveying design, engineering, permitting, and consulting services for the bridge rehabilitation of West 18th Street in the City of Pueblo, Colorado.

B. All drawings, designs, plans, specifications, etc. shall follow CDOT and City format. Designs shall comply with the most current versions of the following:

1. City of Pueblo Standard Construction Specifications and Standard Details
2. Roadway Classification Design Standards and Policies, Pueblo, Colorado
3. Pavement Design Criteria for City of Pueblo, Colorado
4. Drainage Criteria Manual
5. Manual on Uniform Traffic Control Devices (MUTCD)
6. Public Right-of-Way Accessibility Guidelines (PROWAG)
7. It is the Proposers responsibility to download and obtain copies of the documents above. By reference, these documents are included in the Specifications for this RFP and the future Agreement.

C. The awarded Consultant shall complete the awarded phase(s) of the project as outlined in the Scope of Service shown below.

D. Refer to the attached drawing for additional specifications. (ATTACHMENT C)

E. Note: The City may elect to award any/all phases of the project as City deems necessary, as budget allows, and/or as funding is available.

3.2. Minimum Qualifications

A. Consultants responding to this request must demonstrate prime personnel, subconsultants, subcontractors, and team members qualified to perform the services detailed in this RFP.

B. All professionals, if required by the State of Colorado to perform their services, must show proof of licensing.

C. Additionally, Consultants shall be knowledgeable in the regulations and requirements of the Department of Public Works with respect to the services and work contemplated by this agreement. Consultant(s) shall perform such services and work in compliance with each project.

3.3. Consultant Responsibilities

A. Upon completion of any phase, Consultant shall not proceed with work on the next phase, if any, until authorized in writing by City to proceed to next phase or alternate.

B. The Project services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional subconsultants and subcontractors) of customary and usual engineering (including civil, structural, mechanical, and electrical engineering) and other services including design, environmental, and planning.

   1. Consultant shall also provide any landscape design, planning, environmental, surveying, engineering, and geotechnical services incidental to its work on the Project.

C. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Project shall be the same as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

D. Surveying work included within or reasonably contemplated in the Project shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Project shall be signed by and bear the seal of said Professional Land Surveyor.

E. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

F. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including designs, Drawings, Specifications, reports, and other services, irrespective of City's approval or acquiescence to same. Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its work.

G. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

H. Consultant's professional responsibility shall comply with the standard of care applicable to the type of engineering and architectural services provided, commensurate with the size, scope, and nature of the Project.

I. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under the Agreement, shall provide all necessary safety equipment for said employees, and shall hold harmless and indemnify and defend City from any and all claims, suits, loss, or injury to Consultant's employees.

J. Consultant shall advise City of any approvals and permits necessary for the Project and shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits. (City shall obtain the required approvals and permits.)

K. Consultant shall submit all documentation necessary for City review, approval, or acceptance of, or payment for, any of the services. City's acceptance of the documentation shall not be construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

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

3.4. Specific Scope of Service

A. **Preliminary Design (Schematic) Phase**

1. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria.

2. Perform fieldwork (geotechnical testing, surveying, etc.) as required to provide the complete design.

    a. Surveys generally include topographic surveys, mapping and CAD services, verification of culvert sizes, tree and shrub location removal identification, and survey control. Survey control may be required to be transformed into additional coordinate systems for the use and information of additional agencies such as CDOT or City of Pueblo. Survey services shall follow the guidance of the CDOT Survey Manual.

3. Review existing floodplain information and drainage patterns. Stormwater design criteria, standards, and details shall meet the requirements of the City of Pueblo Drainage Criteria Manual and City of Pueblo Standard Construction Specifications and Standard Details.

4. Prepare preliminary design plans (considered as 30% complete relative to final design) that adequately represent the design intent as represented in the preliminary design from the CDOT grant.

5. Prepare and submit to City a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project. At a minimum, the following permits will be required:

    a. Floodplain Development Permit

    b. 404 Permit

    c. Excavation Permit

6. Provide a Design Standards Report that includes the above required checklists, significant design assumptions and design risks, and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.

7. Prepare and submit to City a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, compensation for damages, and finance costs, if any.

8. Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, CDOT, etc.).

9. Allow a minimum of two (2) full weeks for City and CDOT staff review.

10. Consultant shall furnish one (1) electronic copy of each above referenced submittal document to City for City's use.

11. Coordinate a Field Inspection Review (FIR) meeting with the City and CDOT staff to review the design plan comments.

12. Incorporate review and FIR comments into documents after the FIR Meeting.

B. **Final Design Phase**

1. Perform final engineering and site design. Consultant shall include plans including, sections, grading plans, dewatering and/or water diversion plan, details, Stormwater Management Plan (including phases for diversion), final stabilization plan, and related work (including all incidentals).

2. Provide all necessary documents to obtain clearances that are required by CDOT.

3. Make reasonable revisions to the drawings and specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.

4. Provide technical criteria, written descriptions, culvert lining specifications, and design data for City's use; and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

5. Based upon Consultant's customary and usual professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, damages, and finance costs, if any.
6. Consultant shall furnish one (1) electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City.
7. Allow a minimum of two (2) full weeks for City and CDOT staff review.
8. Coordinate a 90% Final Office Review (FOR) meeting and a ROWPR meeting with the City and CDOT staff to review the design plan comments.
9. Incorporate review and FOR comments into documents after the FOR Meeting.

C. **Preparation of Contract Documents**

1. Provide stamped Contract Documents (drawings, specifications, bid tabulation, etc.) for bidding the project in accordance with the requirements of the Director of Public Works and the City's procurement process.
    a. Consultant shall include any forms of warranty and include any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency.
2. The final design must be stamped and shall be utilized for bidding, permitting, and construction.
3. Provide electronic files of drawings to the City in AutoCAD format.
4. Provide design drawings and specifications in both Microsoft Word and Adobe PDF formatting.
5. Provide final cost estimate and bid tabulation in Microsoft Excel format.

D. **Bidding Phase**

1. The City will develop bidding materials including the Invitation to Bid documents, instructions to bidders, other necessary forms, and supplements required by the City as necessary to ensure that prospective bidders are fully informed regarding the construction and materials requirements.
2. Consultant will:
    a. Assist City departments with any necessary meetings, addenda, etc.
    b. Consultant shall be responsible to correct errors, clarify drawings and/or specifications, or advise of changes.

c. Participate in a pre-bid conference and walkthrough on site with construction bidders and the City of Pueblo to discuss project requirements.

d. Interpret and clarify contract documents for bidders.

e. Assist the City with requests for information from bidders and coordinate with the City for responses and required modifications.

f. Prepare documentation related to any modifications that may be required.

3. Consult with and make recommendations to City concerning acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids, and any other matter involved in consideration and review of bids and bidders upon which City may reasonably request Consultant's advice.

4. Any approved modifications to the bidding documents will be issued by Addendum by the City.

5. For any revisions to the documents stated above, designs, drawings, plans, and specifications, Consultant shall submit one (1) electronic copy of these final documents to City. A copy of all documents, designs, drawings, plans, and specifications, and all other documents shall also be submitted to City in Microsoft Word and AutoCAD (2006 or later version) format on electronic media.

E. **Construction Services Phase**

1. Attend pre-construction, and other critical meetings as related to the project (estimate 5 hours).

2. Respond to requests for information from Contractor and review Contractor submittals (estimate 10 hours).

a. Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the City for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Consultant's representation to City that it has inspected the Project and that to the best of its knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the drawings, specifications, and other contract documents.

b. Draft, for City's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

3. Visit the Project site, perform observations as to the progress and quality of the work and advise the City as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project.

4. Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

    a. Promptly advise the City in writing about any omissions, substitutions, defects, or deficiencies noted in the work of any contractor, subcontractor, supplier, or vendor on the Project.

    b. Subject to written concurrence by City, promptly render a written recommendation to City concerning all proposed substitutions of material and equipment.

    c. Reject any work on the Project that does not conform to the contract documents.

5. Review shop drawings, samples, product data, and other submittals of the Contractor for conformance with the design concept of Project and compliance with the drawings, specifications, and all other contract documents, and indicate to Contractor and City with respect thereto, any exceptions noted, or modification or resubmittals required.

6. Assist with resolution of critical construction issues as needed in an “on call” capacity (estimate 10 hours)

7. Attend specific construction issue meetings on an on-call basis (estimate 10 hours)

8. Consultant shall prepare final as-built drawings, based on redlines from the contractor.

    a. On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the City any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

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

3.5. Project Implementation

A. At no time will Consultant be allowed to begin a project phase prior to approval and expect to be reimbursed by City. All project phases shall be assigned and coordinated with the City’s Project Manager.

B. Cost overages during the project must be pre-authorized and obtain written approval of the City’s Project Manager.

3.6. Davis-Bacon Minimum Wages

The Davis Bacon Minimum Wages General Decision Number CO20250008 Mod 0, Highway Construction for El Paso, Pueblo, and Teller counties Jan 2, 2025 is required for all manual labor and is included in ATTACHMENT E.

Certified payrolls, of all manual labor worked performed, must submitted weekly to the Department of Public Works for review and approval for compliance with prevailing wage requirements.

Project Understanding/Approach

The project area consists of an existing five cell corrugated metal pipe (CMP) culvert underneath W 18th St originally built in 1973 that conveys flood waters along Wildhorse and Dry Creek in northwest Pueblo. The upstream and downstream drainageway is natural with thick vegetation that has encroached into the channel and reduced flood conveyance capacity and increased the likelihood of sedimentation that could further exacerbate flooding. The project area is within the FEMA Special Flood Hazard Area Zone AE where the roadway crossing is mapped as overtopping within the Floodplain Insurance Study as mapped on DFIRM panel 08101C0492D effective August 15, 2019. Removing vegetation and sediment from the culverts will increase flood conveyance through the culverts and could reduce flooding extents around the culverts.

Matrix understands that this project involves comprehensive assessment, design, and rehabilitation of existing culvert infrastructure to address identified structural deficiencies and improve both roadway and pedestrian safety. Key components identified within the IGA are removal of vegetation and sediment, installation of a riprap apron upstream and downstream of the culvert and regrading the channel to establish a more stable cross-sectional dimension. Within the culvert itself, culvert armoring is proposed to combat degradation and increase the service life of the culverts. Finally, on the roadway surface crack sealing and installation of a standard guardrail is proposed to bring the roadway into compliance with current criteria. The project will begin with a thorough review conducted by Matrix's FHWA-certified inspection personnel to validate the findings of the December 2022 inspection. This evaluation will include all key components of the existing culvert systems such as barrels, linings, and wingwalls—as well as associated roadway features, including pavement condition, guardrails, and drainage performance.



Effective FEMA Floodplain mapping of the project area.

Continue to next page

Upon completion of the assessment, Matrix will progress into the preliminary and final design phase, culminating in the development of complete construction documents. These documents will provide detailed plans and specifications for rehabilitation measures including spin-cast mortar lining, installation of new guardrail systems, and scour protection features such as rip-rap aprons. The design will also address roadway surface deficiencies like asphalt cracking and deterioration, and will incorporate recommended enhancements to pedestrian accessibility, including cross slope correction, sidewalk joint realignment, and curb ramp modifications to ensure an ADA-compliant pedestrian route, consistent with CDOT funding requirements.

During the bidding process, Matrix will provide support by means of assisting with pre-bid meetings, attending pre-bid site visits, and providing prompt answers and information to the City and bidders alike. During construction, Matrix will remain actively involved, offering responsive and knowledgeable support by answering RFIs and reviewing submittals. As a local consultant, Matrix is uniquely positioned to provide timely on-site support, facilitate contractor coordination, and assist with constructability reviews. This collaborative, hands-on approach is intended to maintain design integrity, minimize change orders, and deliver a durable, code-compliant solution that meets the long-term goals of the City and its stakeholders.

Project Approach

Matrix has developed a comprehensive project approach that consists of seven distinct tasks, each designed to ensure the efficient and accurate delivery of the project for the City. These tasks are carefully structured to cover all aspects of the project from project management to construction support services.

Task 1 – Preliminary Design Phase

The preliminary design phase of the project includes gathering existing condition information that will serve as the basis of design for the duration of the project. This will include gathering topographic survey, identifying existing culvert deficiencies, hydrology studies, reviewing FEMA hydraulic modeling for floodplain development permit requirements, and initial coordination with stakeholders.

Topographic Survey and Existing Conditions Assessment

As part of the design development, Matrix will conduct a detailed topographic survey covering approximately 2.7 acres surrounding the West 18th Street bridge crossing of Wildhorse Creek. The survey will be executed using conventional ground survey methods to capture 1-foot contour intervals, spot elevations, and all visible improvements and features within and adjacent to the project corridor. All trees with a diameter of 4 inches or greater will be documented, including precise location and size.



Continue to next page

To accurately map underground infrastructure, a Subsurface Utility Engineering (SUE) investigation will be performed to ASCE 38-22 Quality Level B standards. A certified private utility locating firm will identify the horizontal locations of existing utilities using surface geophysical methods, with findings integrated into the project base map. Matrix survey crews will collect invert elevations of all manholes and drainage structures within the project limits that may be affected by proposed improvements, as directed by the project engineer.



Existing sedimentation and vegetation that has limited hydraulic capacity of culverts.

Hydraulic Modeling and Floodplain Analysis

A detailed hydraulic analysis will be conducted using HEC-RAS 1D modeling to establish the existing hydraulic conditions of Wildhorse Creek within the project reach. The analysis will evaluate discrepancies between existing conditions and the effective FEMA Flood Insurance Rate Map (FIRM) Zone AE with floodway designation. The model will incorporate refined topographic data, observed channel geometry, and floodplain characteristics.

This analysis will serve to support floodplain development permitting and guide the design of improvements intended to restore or enhance conveyance capacity. This includes riprap sizing for the apron upstream and downstream of the existing culverts, as well as, determining grading transitions to reduce erosive conditions near the culvert inlets and outlets. Key components to be evaluated include sediment removal, channel regrading, and vegetation management, all designed to improve flow through the rehabilitated culverts.

Structural Assessment and Design Review

The structural design component will begin with a detailed review of the existing culvert infrastructure and associated elements. Matrix's certified bridge inspection personnel, trained and certified under FHWA guidelines, will review the latest available bridge inspection reports and perform a condition reassessment to validate the findings of the December 2022 inspection report. The inspection will encompass structural elements including culvert barrels and linings, upstream and downstream headwalls, wingwalls, and associated structural appurtenances. Matrix will gather measurements and document locations of structural deficiencies that will be utilized in preparing construction documents.

Matrix's on staff FHWA certified bridge inspectors will verify existing conditions of the culverts and make sure recommendations are appropriate and cost effective for long term maintenance.

The existing vehicular travel route, including pavement condition and drainage performance, will be assessed for conformity with CDOT and City standards. Guardrail systems and crash protection elements will be reviewed for compliance and functionality. Matrix will also evaluate pedestrian accommodations across the structure to ensure ADA compliance.

Utility Clearance

Matrix anticipates that existing utilities will not be impacted based on the proposed scope of work outlined in the RFP. Matrix will identify utilities within the project limits and lead coordination efforts with any utility

providers in the area to get utility clearance letters. Matrix will begin this coordination effort early in the design process.

Right-of-Way Clearance

Matrix anticipates that all scope of work for the project will occur within the current City-owned right-of-way. Therefore, Matrix anticipates that right-of-way clearance efforts will be minimal. Once Matrix has identified the preliminary limits of construction and potential construction staging areas, Matrix will begin coordination with the City to obtain right-of-way clearance.

Conceptual Improvement Plans

Matrix will prepare conceptual design plans that will document the existing conditions and highlight our proposed improvements for review and approval by the City. This critical milestone will verify the scope of work with the current project understanding. Matrix will prepare an Association for the Advancement of Cost Engineering (AACE) Class 5 engineer's opinion of probable construction cost (EOPCC) at this stage to identify early construction cost considerations for the project and if any value engineering will need to occur to align with the current funding available.

Deliverables

Matrix will provide preliminary design plans to the City of Pueblo that show plan view, profiles, structural details and repair details delineating the proposed improvements. The design plans will include a detailed topographic survey of the project area with underground utilities shown. Enough detail will be provided to conceptually review the approach for review and comment by stakeholders. A preliminary design report documenting the assessment will be provided for review and comment. A cost estimate will also be provided for the proposed improvements.

Task 2 – Final Design Phase

The final design phase will build iteratively upon the preliminary design phase and incorporate comments received from the City and CDOT during the preliminary design phase review. The final design phase will further layout the needed detail for construction documents including plan view, horizontal control, cross sections, final hydraulic modeling, and evaluation of any potential utility conflicts for the removal of sediment and vegetation clearing.

The final design phase will include obtaining floodplain and environmental Clean Water Act (CWA) clearances. Detailed floodplain modeling of existing and proposed conditions will be completed to obtain authorization for working within the FEMA Special Flood Hazard Area under a No-Rise Certification. With the removal of sediment and vegetation, water surface elevations are expected to decrease in proposed conditions compared to existing conditions. This means that a costly and lengthy CLOMR will most likely not be required.

The start of environmental clearances will begin by characterizing existing ecological conditions of the project reach and use historical reference data to formulate an understanding of the site's true restoration potential. We will evaluate current conditions and functions of ecological resources along the project reach through a rapid ecological site assessment that includes an evaluation of site soils, existing vegetation, and potential restoration constraints. Understanding existing soil conditions as it pertains to soil health and plant nutrition early in the design process allows a better understanding of how to establish lower maintenance vegetation communities. Evaluating existing plant communities and species composition is essential to developing an effective adaptive management approach for the site. Development of

revegetation plans will be coordinated with all stakeholders to ensure the goals for maintenance requirements being developed.

Our approach for developing baseline ecological conditions for permitting is to first characterize and map the location and extents of aquatic resources subject to CWA Section 404 jurisdiction. Matrix will perform a field-based wetland delineation to identify the location and extent of wetlands and Waters of the U.S. (WOTUS) within the Project reach in accordance with the USACE 1987 Wetland Delineation Manual and applicable Regional Supplement. The limits of ordinary high-water mark (OHWM) and wetland features will be collected using a survey grade GPS unit capable of sub-foot accuracy. The project site will also be evaluated for potential habitat for threatened and endangered species (TES) protected under the Endangered Species Act (ESA) and migratory birds protected under the Migratory Bird Treaty Act (MBTA) to satisfy Section 404 permitting requirements.

Prior to preparing a formal Section 404 permit application, we will coordinate with the USACE to determine the most appropriate permitting pathway for the project. Our understanding of the proposed project indicates project actions will likely qualify under a Nationwide Permit from the USACE. The USACE has final say in how a project may be permitted based on their understanding of project design and purpose.

From a structural perspective, the final design phase will build upon the preliminary assessments by advancing and detailing the rehabilitation approach. Matrix will specify the culvert repair methodology, which is anticipated to include spin-cast mortar lining, corrosion mitigation, and scour and undermining protection by means of riprap boulder aprons on the upstream and downstream headwalls.

Final design efforts along the vehicular traveled route will include development of new guardrail terminations and transitions on the south side of the structure, as well as evaluation of the existing north guardrail for general sufficiency. Matrix will follow CDOT M-606-1 standards for layout and geometry of the guardrail. Matrix will also provide repair recommendations for the existing asphalt wearing surface and surface drainage conveyance system in accordance with City standards to support a comprehensive design solution. Additionally, the team will provide recommendations to address cross slope issues, misaligned sidewalk joints, and curb ramp modifications to ensure an ADA-compliant pedestrian route, consistent with CDOT funding requirements.

Deliverables

Matrix will provide final stamped design plans to the City of Pueblo that show plan view, cross sections, profiles, structural details and repair details delineating the proposed improvements. Enough detail will be provided for a contractor to construct the design plans as intended. A final sealed design report documenting the assessment and proposed improvement design process will be provided. A final cost estimate will also be provided for the proposed improvements. This task also includes preparing and submitting permit applications for a floodplain development permit under a No-Rise Certification and a CWA 404 Certification under a Nationwide Permit with less than 0.03 acres of permanent impacts to the stream channel. A Class I archaeological survey will be prepared for Section 106 compliance for the Nationwide Permit.

Task 3 – Preparation of Contract Documents

Matrix Design Group takes a comprehensive and detail-oriented approach to the preparation of final contract documents to ensure a smooth and competitive bidding process. Following the completion of the final design and agency coordination, Matrix will develop a complete set of construction documents that

meet the requirements of the client and all applicable regulatory and funding agencies, including City of Pueblo standard specifications and criteria.

The final contract document package will include detailed plans, specifications, EOPCC, and bid tables. Construction specifications are anticipated to align with CDOT Specifications for Road and Bridge Construction and the City of Pueblo Standard Specification. Design plans and reports will be signed by a professional engineer licensed in the State of Colorado. All design elements are developed in accordance with local standards, including drainage criteria manuals and applicable ADA and public right-of-way accessibility guidelines.

Deliverables

Matrix will provide additional contract documents beyond those provided in the final design task above. This includes any special technical specification revisions required, grading and erosion control plans, bid tabs, and final EOPCC for comparison with received construction bids. Electronic files CAD files of the proposed will also be provided for bidding and construction purposes. Files will be provided in the preferred format of the City and any reviewing agency.

Task 4 – Bidding Phase

To support a successful bidding process, Matrix assists the client with responding to bidder questions during the advertisement period, issuing addenda as needed, and conducting pre-bid meetings or walkthroughs. Our goal is to deliver a complete, coordinated, and high-quality set of bid documents that support competitive pricing, minimize construction risk, and set the foundation for a successful project implementation.

Deliverables

Matrix will attend the pre-bid meeting and provide a brief overview of the project. Matrix will also be available to support the City response to questions or clarifications requested during the bidding process.

Task 5 – Construction Services Phase

As mentioned above Matrix has in-house construction management staff that are readily available to assist with construction support services upon request. Matrix Water Resources engineers are typically highly involved in the construction process and are available as well to help ensure design intent is achieved. Channel restoration projects are often comprised of unique design elements that many contractors may be unfamiliar with, and our engineers are versed in providing guidance in the field as well as assessing RFI's and submittals. Our design engineers are local in Colorado Springs and can be available as needed on short notice to visit the project site during construction.

During the construction phase, Matrix will continue to support the project through responsive, knowledgeable, and hands-on services. Our team includes CDOT-certified construction inspectors who will provide full-time or part-time inspection services as needed to ensure compliance with project specifications, standards, and quality expectations. As a local consultant, Matrix is well-positioned to provide immediate on-site support, attend field meetings, and respond quickly to contractor or client needs as construction progresses.

Matrix also brings extensive experience assisting with constructability modifications during construction. This includes working closely with contractors to tailor design elements to their preferred means and

methods, while maintaining design intent and long-term performance. Our collaborative approach helps reduce delays, minimize change orders, and deliver practical, cost-effective solutions in the field.

Deliverables

Matrix will attend the pre-construction meeting and coordinate with the contractor to provide the required information and clarifications before construction begins. Matrix will respond to RFIs at the request of the City. Matrix will provide on-site construction observation services to the City for up to six visits during key construction activities and milestones. Matrix will complete an as-built survey and prepare as-built record drawings for submittal to the City for post-construction recordation.

Schedule 2

Fee Schedule

Consultant's Response to Request for Proposal dated April 17, 2025, Pricing Proposal

MATRIX DESIGN GROUP, INC. RESPONSE DOCUMENT REPORT

RFP-Engineering No. 25-013 (CI2446); CDOT BRO M086-104 (26412)
Design for 18th Street Drainage Rehabilitation
RESPONSE DEADLINE: April 17, 2025 at 9:30 am

Matrix Design Group, Inc. Response

PRICE TABLES

TABLE 1: PHASES - NOT TO EXCEED

Line Item	Description	Unit of Measure	Unit Cost
1	Preliminary Design (Schematic) Phase	Not To Exceed	$34,120.00
2	Final Design Phase	Not To Exceed	$32,900.00
3	Preparation of Contract Documents Phase	Not To Exceed	$8,460.00
4	Bidding Phase	Not To Exceed	$1,760.00
5	Construction Services Phase	Not To Exceed	$15,070.00
Grand Total Bid			$92,310.00

TABLE 2: HOURLY RATES

Lines 7–10, 12-13, 15, 20–27, 29-33, 35-44, 49, 51-59, and 61-62 Removed (Consultant Did Not Enter a Unit Cost)

Line Item	Description	Unit of Measure	Unit Cost
6	Principal	Per Person Per Hour	$275.00
11	Project Manager	Per Person Per Hour	$275.00
14	QA/QC Manager	Per Person Per Hour	$210.00
16	Senior Engineer	Per Person Per Hour	$200.00
17	Project Engineer	Per Person Per Hour	$180.00
18	Design Engineer	Per Person Per Hour	$120.00
19	Assistant Project Engineer	Per Person Per Hour	$160.00

Line Item	Description	Unit of Measure	Unit Cost
28	Assistant Lansdcape Architect	Per Person Per Hour	$120.00
34	Design Associate	Per Person Per Hour	$110.00
45	Land Survey Manager	Per Person Per Hour	$210.00
46	Land Surveyor	Per Person Per Hour	$170.00
47	Survey Technician	Per Person Per Hour	$0.00
48	One-Man Survey	Per Person Per Hour	$160.00
50	GIS Analyst	Per Person Per Hour	$150.00
60	Clerical	Per Person Per Hour	$95.00

TABLE 3: HOURLY RATES CONTINUED – Removed (Consultant Did Not Enter a Unit Cost)

TABLE 4: REIMBURSABLE EXPENSES

Line Item	Description	Unit of Measure	Percentage
73	Mileage, reproduction, etc.	Cost Plus Percent	3%
74	Subconsultants	Cost Plus Percent	2.5%

TABLE 5: ADDITIONAL REIMBURSABLE EXPENSES - Removed (Consultant Did Not Enter a Unit Cost)

Schedule 3

Work Schedule

Consultant's Response to Request for Proposal dated April 17, 2025, Page 25

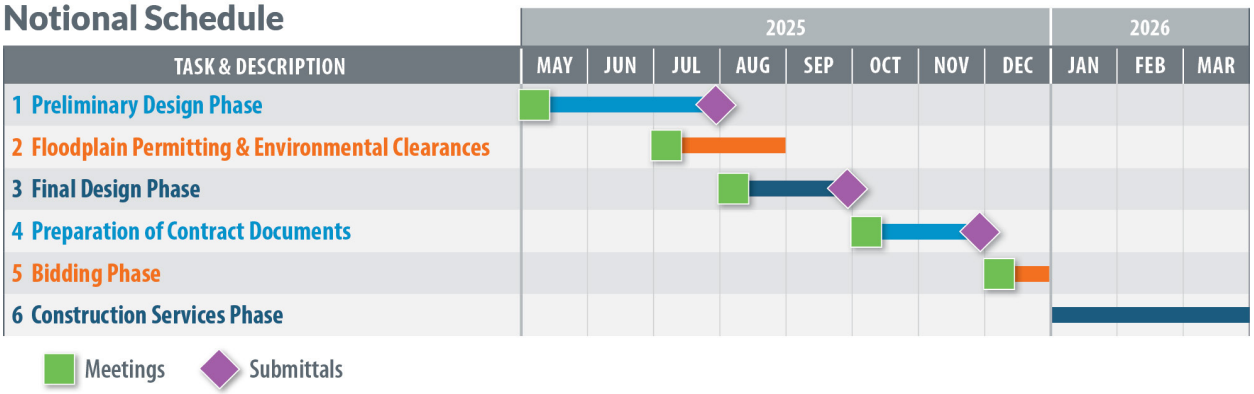
8. Proposed Work Schedule

Our team is prepared to provide all deliverables described in the RFP and is readily available to begin work immediately upon Notice to Proceed. We have a vast familiarity with drainage within the City of Pueblo and are excited to deliver projects within the Front Range. Matrix has worked with municipalities on multiple fully and partially-grant funded rehabilitation projects and are prepared to provide all necessary deliverables to proceed with construction in Fall of 2025. To help meet this accelerated schedule, Matrix will facilitate bi-weekly meetings between the City Project Manager and Matrix staff to provide continual progress updates. Matrix encourages our clients to be active stakeholders who are engaged in the design process and provide candid and timely feedback to help their projects succeed. These touchpoint meetings provide an opportunity for the City to be involved, as much as deemed necessary, in iterative design development and discuss the schedule and budget status on a regular basis to help catch any deviations early. Early intervention provides an opportunity for course corrections before significant problems arise.

The schedule breakdown by days for each phase of the project is included below. Note that Flooding permitting and environmental clearances have been broken out for the schedule as they can run concurrently with the design phases.

	Task & Description	Anticipated Calendar Days
1.	Preliminary Design Phase	90
2.	Floodplain Permitting & Environmental Clearances	60
3.	Final Design Phase	60
4.	Bidding Phase	30
5.	Construction Services Phase	90

Notional Schedule

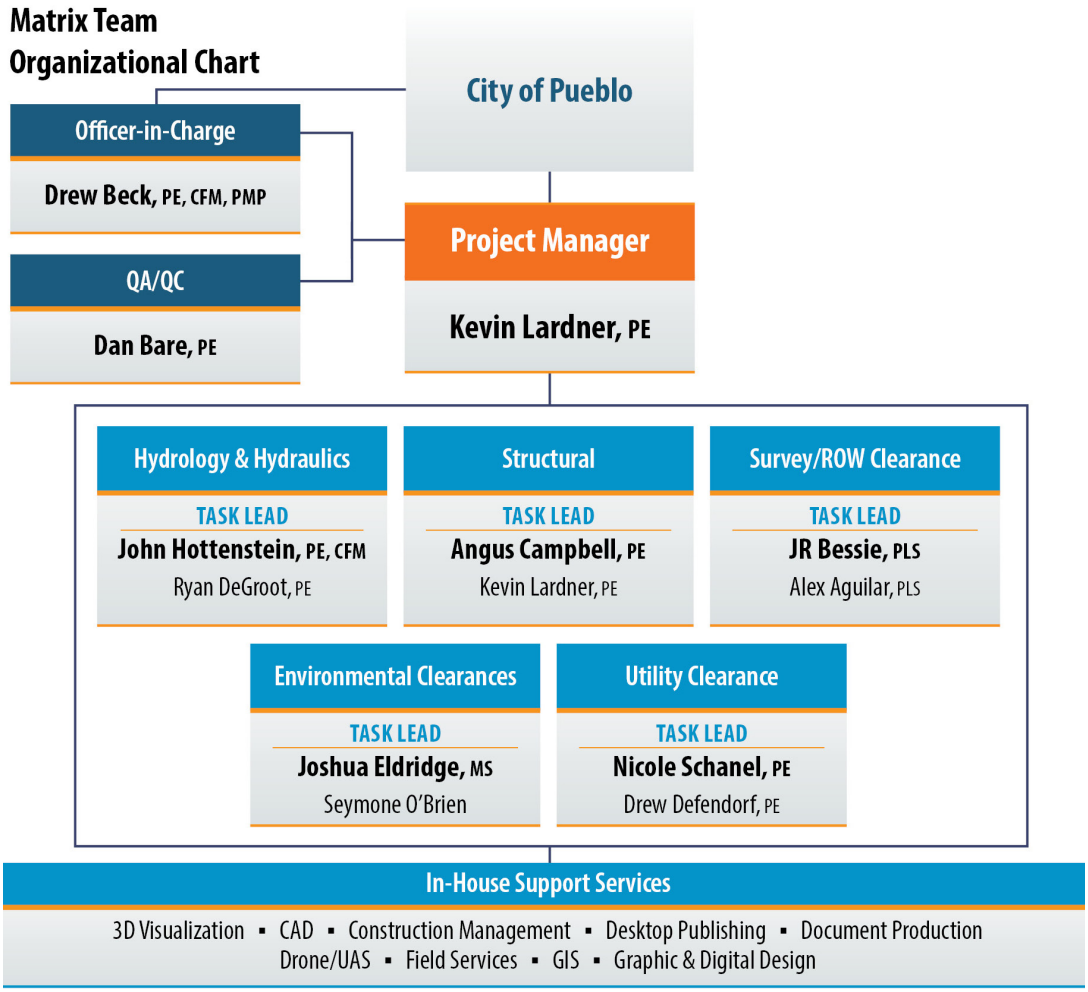


Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Consultant's Response to Request for Proposal dated April 17, 2025, Pages 5 – 13

Key Personnel



The team that Matrix proposes for the project includes an accomplished core group of water resources, structural, roadway engineers and permitting specialists who have worked together on numerous similar projects. This group of seasoned and diverse subject matter experts ensures a well-coordinated approach that incorporates a wealth of experience and up-to-date knowledge of evolving trends and state-of-the-art methods in channel stabilization. The organizational chart below illustrates the anticipated roles of each of our technical team members. Detailed resumes are provided over the following pages.



Drew Beck

PE, CFM, PMP

Officer-in-charge

Drew has more than 20 years of engineering experience with a wide range of engineering abilities, including storm drainage modeling/hydraulic analysis, preparation of drainage reports and construction documents, stormwater management planning, and urban water quality modeling that encompasses best management practices and low-impact development analysis. He also has experience on complex integrated projects requiring multidiscipline solutions on local and regional scales. Paramount in his analysis is understanding the integrated approach that is necessary to solve watershed scale drainage and water quality problems. Drew is the former Board Chair of the Colorado Association of Stormwater and Floodplain Managers and is in constant contact with his colleagues on the latest in drainage, water quality, and floodplain news.

Education

M.S. Hydrology,
Colorado School of Mines, 2014

B.S. Civil Engineering,
Santa Clara University, 2000

Professional Registrations/Affiliations

Professional Engineer: Arizona #66479, California #66037, Colorado #48153, Guam #2189

NCEES #54800

Certified Floodplain Manager (CFM): #US-09-04545

Project Management Professional (PMP)

Colorado Association of Stormwater and Floodplain Managers (CASFM), Former Board Chair

American Society of Civil Engineers (ASCE), and Journal Peer Reviewer

RELEVANT EXPERIENCE

Otero Tributary and Holly Street Headwalls | CENTENNIAL, COLORADO

Drew is the Officer-in-Charge for this partnership project between the MHFD and SEMSWA, which includes the design of end treatments at four existing culvert crossings on Otero Tributary and on Holly Street in Centennial. The design includes the removal of existing concrete riprap, design of new inlets, design of new headwalls, and design of cutoff walls.

Park Vista Drainage Improvements | COLORADO SPRINGS, COLORADO

Drew serves as the Officer-in-Charge for this stream stabilization and floodplain reduction initiative located along the Upper Templeton Gap Floodway. The project aims to reduce the flood risk at an existing low water crossing that becomes extremely dangerous as flood waters spread across an active roadway. John has provided extensive coordination with project stakeholders from various City departments and state agencies. Proactive coordination will help streamline the review process for a complex project where various disciplines and goals from a variety of stakeholders intersect.

Cottonwood Creek Channel Rehabilitation | COLORADO SPRINGS, COLORADO

Drew was the Officer-in-Charge for the project which included detailed 1D and 2D hydraulic modeling to evaluate proposed alternative drop structure configurations. These configurations were evaluated to design a cost-effective drop structure that minimized construction material requirements while providing stable conveyance of storm flows. Detailed modeling was completed to ensure that hydraulic jump formation and energy dissipation were contained within the proposed structure footprint. John was also the task lead for the hydraulic modeling required for the Conditional Letter of Map Revision (CLOMR) approval process. This required careful coordination with the FEMA reviewer as the downstream end of the project included complex bridge modeling with several roadway and pedestrian crossings.

Stillwater Creek AOP and Process based restoration | GRAND COUNTY, COLORADO

Drew is the officer in charge for the post-fire improvements along Stillwater Creek which was heavily impacted by the East Troublesome Fire. A series of projects were identified to stabilize streams, improve water quality, and protect infrastructure. The first project, designed by Matrix, constructed an aquatic organism passage culvert along the mainstem of Stillwater Creek. The bottomless pipe arch culvert allows for fish passage through the crossing but also protects infrastructure and enhances forest access to the Arapaho-Roosevelt National Forest. Designing and constructing the culvert in a short window was critical to minimize the economic impacts of the possibility of losing forest access for recreation outfitters and other regional recreation access. The second phase of the project designed a series of Post-Assisted Log (PALs) structures to promote long-term stream stabilization and encourage beaver habitat. The process-based restoration project is the first of many planned projects in the Arapaho-Roosevelt National Forest to set the watershed on a post-fire recovery path.

Matrix



Kevin Lardner PE

Project Manager

Kevin is Vice President at Matrix and Director of Structural Services with 12 years of experience as a project manager and lead structural engineer for bridge projects and inspections at the city, state, and federal levels. He has managed multimillion-dollar projects involving multiple stakeholders and agencies, focusing on proactive risk mitigation to ensure projects stay on schedule and within budget.

As a lead structural engineer, Kevin has designed a variety of vehicular and pedestrian bridges, ranging from single-span structures to complex multi-span bridges over 800 feet long. He is an FHWA National Highway Institute (NHI) certified bridge inspector, having inspected more than 350 structures throughout the Front Range. Kevin has also performed load ratings for highway and military vehicles on new and existing bridges, ensuring structural integrity and compliance. His leadership and technical expertise consistently drive successful project outcomes.

Education

M.S.E. Engineering,
Structural Engineering,
Arizona State University

B.S.E. Engineering,
Civil Engineering,
Arizona State University

Professional Registrations/Affiliations

Professional Engineer: Colorado #51209, Arizona #65955, Florida #91005, New Mexico #27202

M.ASCE #961763

Certified Bridge Inspector, National Highway Institute (NHI)

RELEVANT EXPERIENCE

City and County of Denver Minor Structures Inspection | DENVER, COLORADO

Kevin served multiple roles: Project Manager, Lead Bridge Inspector, and Structural Engineer for more than 150 minor structure inspections for the City and County of Denver. As part of the routine inspection cycle, Matrix was hired to inspect the minor structures along major waterways throughout the City. All inspections were performed in accordance with FHWA-NHI requirements. Kevin provided maintenance recommendations along with cost estimates for each maintenance item to import into their data management software, Infor EAM.

Arvada Bridge Rehabilitations | ARVADA, COLORADO

Kevin served as the Project Manager for the rehabilitation of the Ward Road over Ralston Creek, Olde Wadsworth over Ralston Creek, and WB 86th Avenue over Croke Canal project. The Ward Road Bridge required strengthening of the existing double-tee girder superstructure which had partially severed prestressing strands and section loss throughout. The Olde Wadsworth over Ralston Creek Bridge required removal of failing precast duct bank covers under the bridge and a new hanger assembly was designed to support the existing conduits and close off the duct bank opening over the entire span.

Central Park Redevelopment Filing 41 | DENVER, COLORADO

The Stapleton Redevelopment project consists of over 4,000 acres of residential, mixed use and open space development of the Stapleton Airport. The Filing 41 project consisted of a 134-foot-long by 30-foot-span CON/SPAN arch unit with retaining walls, headwalls, and wingwalls. Kevin coordinated the design with CONTECH to meet both the pedestrian and channel needs under the structure. In addition to working on the structural design, Kevin oversaw the construction process by reviewing mix designs, material submittals, and on-site field visits for construction-related questions.

Schriever Air Force Base Structure Inspections and Load Ratings | COLORADO SPRINGS, COLORADO

Kevin served as the team lead bridge inspector and structural engineer performing inspections on six major box culvert structures for Schriever Air Force Base. Kevin coordinated with the Air Force Base to obtain access to the culverts on the base. The data collected during the inspections was used to generate load ratings for military classification vehicles. Maintenance recommendations for the culverts were provided that evaluated structural integrity along with safety considerations.

United States Air Force Academy Bridge Inspections and Load Ratings | COLORADO SPRINGS, COLORADO

Kevin served as the lead structural engineer conducting load ratings on large box culvert structures at the United States Air Force Academy. Kevin performed a detailed review of as-built drawings to perform the load rating analysis. Load ratings were conducted for both highway vehicles and military classification vehicles.

Matrix



Dan Bare PE

QA/QC

Dan has over 40 years of water resources experience, spanning both the public and private sectors. His extensive career has involved working with various jurisdictions, agencies, and private developers. Serving as the Town Engineer for Castle Rock and lending his expertise as a consultant within multiple esteemed firms, Dan has been instrumental in crafting channel restoration plans. These plans require meticulous assessments of wetland impacts and the formulation of mitigation strategies to align seamlessly with the stringent requirements of the U.S. Army Corps of Engineers (USACE) 404 permits.

Dan's contributions to the field extend to conducting in-depth analyses of channel stability and sediment transport capacities, integral aspects of successful channel restoration projects. Beyond individual initiatives, Dan has demonstrated exceptional leadership by guiding teams in the development of stormwater drainage criteria manuals for the City of Colorado Springs and the Fountain Creek Watershed Flood Control and Greenway District. These manuals establish crucial policies and design guidelines that promote the creation of natural channels, incorporating riparian vegetation into stabilization practices. Dan's wealth of experience and unwavering dedication continue to shape the landscape of water resources management.

Education

M.S. Civil Engineering, Water Resources, University of Colorado at Denver, 1990

B.S. Civil Engineering, Water Resources, University of Colorado at Denver, 1984

B.S. Engineering Technology, Louisiana State University, 1976

Professional Registrations/Affiliations

Professional Engineer: Colorado #22205

Colorado Association of Stormwater and Floodplain Managers (CASFM)

RELEVANT EXPERIENCE

Fountain Creek Restoration at Highway 47 | PUEBLO, COLORADO

The project included the evaluation of flood culverts and sediment transport analyses and the design of guide banks to protect the Highway 47 Bridge over Fountain Creek for the Fountain Creek Watershed Flood Control and Greenway District (FCWD). The project goals included the repair of damage from the June 2015 flood event with a peak flow of 18,000 cfs and the restoration of natural channel functions.

Fountain Creek Restoration at Barr Farm | PUEBLO COUNTY, COLORADO

Dan served as the Project Manager and Lead Designer. The project's two phases include two miles of channel restoration on Fountain Creek, costing $10 million to construct. Phase 1 is complete, and Phase 2 is scheduled for completion in Spring 2020. The project involved the evaluation of stream hydraulics and the design of bank stabilization methods using large rock and toe wood. The project represents a unique recycling effort by using over 1,600 logs harvested from the Spring Creek Fire burn area for bank protection in Phase 2.

Pueblo Levee Dredging and Maintenance Project | PUEBLO COLORADO

The purpose of this Fountain Creek Watershed Flood Control and Greenway District project was to reduce the risk of flooding along Fountain Creek and extend about 1.6 miles from the confluence with the Arkansas River to 8th Street in Pueblo, Colorado. The project included plans and specifications and construction observation to remove sediment from the main channel of Fountain Creek and to remove excess vegetation from the creek banks and levee. A hydraulic analysis was completed for a floodplain permit and to evaluate anticipated post-project flood levels.

Jimmy Camp Creek Drainage Basin Planning Study | COLORADO SPRINGS, COLORADO

Dan worked with the developer's consultant, El Paso County, and the City of Fountain to evaluate alternatives and complete a basin plan that is estimated to reduce overall drainage costs in the basin by 20%. He initiated an amendment to the project scope by the City and Colorado Springs Utilities to evaluate new hydrologic procedures that allowed for reduced costs. These analyses included bankfull capacity, full-spectrum detention, and rainfall-runoff calibration using NEXRAD radar and stream gage data. The analysis resulted in the introduction of a new methodology for designing and placing detention storage ponds and adjustments to rainfall and basin parameters resulting in more realistic estimates of rainfall runoff.



John Hottenstein
PE, CFM

Hydrology & Hydraulics Task Lead

John has a depth of experience in hydraulic modeling and open channel conveyance design focused on natural channel restoration. He has assessed miles of stream corridors with a function-based stream assessment approach to identify sources of degradation and targeted restoration approaches. His experience with a variety of stream restoration approaches allows him to evaluate the project goals and objectives to utilize the most appropriate stream restoration strategy. John strives to focus on the assessment for how a specific stream channel has naturally evolved and where its future course may go. Channel improvements can be then targeted to naturally work with the power of the river and help develop a stable course that protects existing infrastructure.

Education

M.S. Soil, Water, and Environmental Science, University of Arizona

B.S. Biosystems Engineering, University of Arizona

Wildland Hydrology (Rosgen) Level IV Natural Channel Design, 2022

Wildland Hydrology (Rosgen) Level III River Assessment and Monitoring, 2021

Wildland Hydrology (Rosgen) Level II River Morphology and Applications, 2018

Wildland Hydrology (Rosgen) Level I Applied Fluvial Geomorphology, 2017

Stream Mechanics, Function-Based Framework for Stream Assessment and Restoration Projects, 2017

Kleinschmidt, 1D/2D Modeling with HEC-RAS, 2019

Professional Registrations/Affiliations

Professional Engineer: Colorado #59168

Certified Floodplain Manager (CFM) #US-22-12195

RELEVANT EXPERIENCE

Park Vista Drainage Improvements | COLORADO SPRINGS, COLORADO

John serves as the Project Manager of this stream stabilization and floodplain reduction initiative located along the Upper Templeton Gap Floodway. The project aims to reduce the flood risk at an existing low water crossing that becomes extremely dangerous as flood waters spread across an active roadway. John has provided extensive coordination with project stakeholders from various City departments and state agencies. The proactive coordination will help streamline the review process for a complex project where various disciplines and goals from a variety of stakeholders intersect.

Dawson at Dry Creek RCP Culvert Assessment | COLORADO SPRINGS, COLORADO

John served as the technical lead for the hydraulic evaluation of an existing culvert in relation to current hydrology methods. He utilized hydraulic modeling tools to evaluate headwater elevations, overtopping discharge values, and hydraulic conditions within the culvert in relation to existing drainage criteria. John then led the alternatives analysis evaluating different culvert configurations that could be implemented to meet current criteria. This included designing to constraints from existing utility lines that limited potential dimensions of proposed culverts. John worked City staff to review deliverables to make sure they met expectations and provided staff necessary information that could then be utilized in their overall Capital Improvement Plan.

Cheyenne Creek Stream Stabilization | COLORADO SPRINGS, COLORADO

John serves as the Project Manager for this stream stabilization project located along Cheyenne Creek. The project proposes the construction of two small sculpted concrete drop structures across Cheyenne Creek that will provide vertical grade control and protect adjacent utility lines. John was the senior internal reviewer to evaluate the 1D hydraulic modeling to evaluate no-rise conditions within the project. John also coordinated the detailed 2D modeling at low flow conditions to evaluate fish passage concerns across the proposed drop structures. Detailed 2D hydraulic modeling was developed for Cheyenne Creek to evaluate depth and velocities at low flow to evaluate fish passage potential.

Cottonwood Creek Channel Rehabilitation | COLORADO SPRINGS, COLORADO

John is the project manager for Phase 2 of the Cottonwood Creek Channel Rehabilitation project. He is responsible for coordinating the detailed 1D and 2D hydraulic modeling to evaluate proposed alternative drop structure configurations. These configurations were evaluated to design a cost-effective drop structure that minimized construction material requirements while providing stable conveyance of storm flows. Detailed modeling was completed to ensure that hydraulic jump formation and energy dissipation were contained within the proposed structure footprint. John was also the task lead for the hydraulic modeling required for the CLOMR approval process. This required careful coordination with the FEMA reviewer as the downstream end of the project included complex bridge modeling with several roadway and pedestrian crossings.

Matrix



Angus Campbell PE

Task Lead
Structural Services

Angus is a native of Colorado and has extensive knowledge of engineering issues that arise along the Front Range and the concerns of regional stakeholders. Angus has bridge design experience ranging from multi-span vehicular bridges to long-span pedestrian structures. He also has in-depth knowledge of structural walls and drainage structures including flexible and rigid culverts. Angus is an NHI-certified bridge inspector and team leader and has inspected hundreds of structures varying in size and complexity. He regularly provides detailed maintenance recommendations, cost estimates, and construction administration services for design and inspection projects.

Education

M.S. Civil Engineering,
Colorado School of Mines

B.S. Civil Engineering,
Colorado School of Mines

Professional Registrations/Affiliations

Professional Engineer: Colorado #60257

NHI Certified Bridge Inspector

NHI Certified Fracture Critical Inspector

Structural Engineers Association of Colorado (SEAC)

Rocky Mountain Water Environment Association (RMWEA)

American Society of Civil Engineers (ASCE)

Technical Skills

Magnetic Particle Testing

Dye Penetrant Testing

UT Testing

AASHTOWare BrR Load Rating

RELEVANT EXPERIENCE

Otero Culvert Rehabilitations | CENTENNIAL, COLORADO

As the lead inspector and structural engineer for the Otero Culvert Rehabilitation project, Angus played a critical role in ensuring the successful delivery of the project from design through construction. He led the structural assessment efforts, evaluating the condition of the existing CMP culverts and contributing to the development of site-specific rehabilitation strategies that prioritized durability, constructability, and cost-effectiveness. During construction, Angus provided on-site inspection and oversight, leveraging his knowledge of CDOT standards and ensure compliance with project specifications.

CCD Minor Structure Inspections On-Call | DENVER, COLORADO

Angus provided structural inspection services for the City and County of Denver for three inspection cycles. During this time, he inspected a wide variety of structures ranging from pedestrian bridges and box culverts to a historic livestock bridge crossing the South Platte River. Because of the significant variety of assignments under this contract, Angus became intimately familiar with CDOT and NBIS coding guides, as well as common deficiencies found throughout the Front Range. Along with detailed inspection reports and sketches, Angus provided comprehensive repair recommendations and cost estimates for inspection findings.

Evans & Monaco Box Culvert | DENVER, COLORADO

Angus provided design and construction administration for the highway loading upgrade of this 20ft wide by 5ft tall cast-in-place concrete box culvert. Construction contract administration services provided included comprehensive review of reinforcing, crack injection, and waterproofing for the culvert. Through his in-depth knowledge of historic culvert construction and ability to craft repairs for challenging settings, Angus was able to aid in seamlessly tying the new section of load rated culvert into the existing culvert on each side to ensure a robust solution for the client and jurisdictional approval from the City and County of Denver.

Sloan's Lake Stormwater Vault Inspections | DENVER, COLORADO

Angus was the project manager and lead inspector for the structural inspection and remediation of a system of underground stormwater vaults. This project included providing detailed inspection reports and repair recommendations for multi-cell, precast vaults, and single-cell cast-in-place vaults. To accomplish this, Angus coordinated multiple stakeholders, helped facilitate the bid process, and provided quality control though construction.

El Paso County ADA Compliance | EL PASO COUNTY, COLORADO

Angus played a pivotal role in this project, offering his technical expertise and actively engaging in extensive data collection in the field. On the inspection side of the project, he meticulously surveyed over one hundred miles of sidewalks and evaluated hundreds of curb ramps and crosswalks to assess ADA compliance. On the design front, Angus brought his construction knowledge to the table, expertly guiding the modification of existing structures and crafting structural alterations for ramps, guardrails, and areas with structural conflicts. These efforts were instrumental in guiding ADA compliance for the entire inventory and ensuring an accessible and inclusive environment for all.

Matrix



JR Bessie PLS

Task Lead
Survey/ROW Clearance

JR has over 25 years of experience as a land surveyor, complemented by extensive experience in construction and entitlement. His expertise includes processing and utilizing existing conditions data to support engineering design projects, preparing topographical, control, and cross-section surveys. JR also specializes in preparing land survey plats, easements, legal descriptions, and other professional land surveying service documents. With over 10 years of project management experience, JR manages projects from initial contract through successful completion. His responsibilities include scheduling and coordinating all field activities, conducting plan reviews, performing field support calculations, and overseeing budget reviews and invoicing.

Education

B.S. Theory and Computations of Chemistry, University of Kansas

Professional Registrations/Affiliations

Professional Land Surveyor: Colorado #38576, Kansas #1556

National Society of Professional Surveyors (NSPS)

Professional Land Surveyors of Colorado

Kansas Society of Land Surveyors

RELEVANT EXPERIENCE

Baseline North Park Metropolitan District | BROOMFIELD, COLORADO

JR serves as the Managing Surveyor for these projects, overseeing data acquisition and processing and field coordination. The Baseline Metropolitan District projects incorporate all major elements of modern engineering design, civil development, and construction. Matrix performed the design services on most of these projects. The surveying services provided include engineering design support, survey document preparation for entitlement issues, and construction staking. JR has performed all the field calculations for utilities, boundary corners, roads, sidewalks, and other construction features. He has prepared many exhibits for the platting and re-platting process. The projects range in variety from single-family residential design support and construction to creek redesign support and grade staking. Notable projects are:

- West Sheridan Residential
- Sheridan Parkway Redesign
- W. 160th Avenue and Sheridan Parkway Redesign
- Huron Street Redesign
- Preble Creek Redesign
- Preble Creek Sanitary Extension

Broadway Station Redevelopment | DENVER, COLORADO

Denver Broadway Station is the Mile High City's newest master-planned district. It is located at the southern gateway to the City's central business district, and it is the largest Transit-Oriented Development project in Denver. This high-profile, close-in, urban renewal area is expected to play a key role in the future development of Denver. It is a follow-on to the celebrated Denver Union Station and Riverfront Park districts and is the result of a successful public-private partnership between the City and County of Denver and the Broadway Station Development Company. Broadway Station, being the redevelopment of the iconic Gates Rubber Factory, is a multifaceted project requiring Matrix's survey group to prepare ALTA/NSPS land title surveys of the property, followed by multiple plats to facilitate the new vision for the property. Matrix survey crews have recently finished supporting the construction of the utilities and roadways within Broadway Station Filing No. 1.

Dahlia Street Construction | DENVER, COLORADO

This was a CDOT roadway redesign project, by an outside engineering company. JR and the Matrix Survey Team used the approved construction documents to create various files needed to perform construction staking. These tasks followed CDOT's many requirements, including reporting. JR coordinated with the field crews to routinely provide cut/fill sheets and existing conditions exhibits for RFI procedures.



Joshua Eldridge

Task Lead,
Environmental Clearances

Joshua is a senior ecologist with 20 years of experience, including 18 years as an ecological consultant. Joshua is a systems-level thinker that brings cutting edge ecological expertise to planning and design projects focused on creating functional and resilient public spaces for all to enjoy. He specializes in landscape restoration and adaptive management with a particular emphasis on biophilic design approaches to developing resilient and sustainable plant communities within urban systems and the wildland-urban interface. His extensive ecological experience includes project management on complex, multi-year planning and redevelopment projects, open space assessment and design, innovative stormwater management strategies, stream restoration, mitigation planning and design, assessment of disturbed riparian and upland systems, plant community design, and wetland delineations and permitting.

Education

M.S. Restoration Ecology, Colorado State University, 2008

B.S. Natural Resource Management, minor in Watershed Science, Colorado State University, 2005

Professional Registrations/Affiliations

40-hour Wetland Delineation

Colorado Riparian Association

Society for Ecological Restoration

RELEVANT EXPERIENCE

Big Dry Creek Stream Stabilization | ARAPAHOE COUNTY, COLORADO

South Suburban Golf Course contains a portion of Big Dry Creek, which is severely incised and overtops golf cart crossings frequently causing closures, safety concerns, and continuous maintenance. The stream was split into eleven reaches and were assessed using the Mile High Flood District's USAP. Five reaches were prioritized for restoration, stabilization, and stream crossing improvements and were taken through final design. Joshua led the ecological assessment and design approach with a team of wetland specialists and wildlife biologists. This included collecting USAP vegetation data and aiding in the conceptual design phase, conducting a wetland delineation and Colorado Stream Quantification Tool (CSQT) data collection, working with the project team on ecological design elements including the revegetation planning and soil amendments, and obtaining a Section 404 permit from the USACE. Joshua and the Matrix team oversaw construction for design elements related to revegetation and are now conducting post-construction adaptive management.

Coal Creek Restoration Design | ERIE, COLORADO

Joshua served as the ecological lead for the assessment and design of a portion of Coal Creek through the Town of Erie – portions of which have become channelized or constricted due to local development, causing flooding of homes, roads, and businesses. Joshua led environmental site assessments, including analyses of site soils, vegetation, tree health, water quality, and habitat fragmentation to inform restoration efforts and design improvements.

South Platte River Vision and Implementation Plan | ADAMS COUNTY, COLORADO

A coalition of municipalities is currently developing a long-term vision for the South Platte River Corridor. The goal of the SPR Vision Plan is to create a more connected and ecologically functional river corridor for all to enjoy. Joshua served as the Ecological Task Lead as part of this multidisciplinary planning effort. Joshua and his team utilized the landscape typology process developed earlier for Adams County to assess the vegetation communities within the 17-mile planning area that extends through Arapahoe and Denver Counties and into Adams County. Joshua assisted with public outreach, stakeholder coordination, field assessments, analysis, and preliminary recommendations for the target areas. The next phase of the project is to develop specific plans and designs for the identified target areas.

Globeville Landing Outfall Ecological Design and Restoration | DENVER, COLORADO

Joshua served as the ecological project manager leading the ecological restoration strategy and design development for the restoration of the Montclair Creek outfall at Globeville Landing Park. The design approach is based on the ecological functionality of native streams and rivers and integrates the needs of the local community and National Western Center. Joshua helped develop the channel design over an impermeable barrier, including construction details and specifications for channel substrate, growth media, and plant community composition. Joshua and his team have also provided adaptive management monitoring and recommendations following construction. This project won the 2019 Business Achievement Award for Ecological Design from the Environmental Business Journal.

Matrix



Nicole Schanel PE

Task Lead
Utility Clearance

Nicole is a dynamic, critical thinking engineer with over 10 years of progressive civil engineering experience with private and public-sector clients. As the general civil engineering task lead, she brings solid proven experience working within the City of Colorado Springs, working with the regulatory guidelines, and having positive relationships with City staff. Nicole's diverse design background lends to creative win-win solutions regarding technical design for site grading, roadway, drainage, and utility design.

Education

MBA University of Colorado, Colorado Springs

B.S. Civil Engineering, Colorado School of Mines

Professional Registrations/Affiliations

Professional Engineer: Colorado #52434

RELEVANT EXPERIENCE

Trails at Aspen Ridge | EL PASO COUNTY, COLORADO

Nicole oversaw a team of engineers to design this 12-inch waterline to extend from the Trails at Aspen Ridge Filing No. 1 development approximately one mile to the south. The project included a replacement of an existing 6-inch waterline and coordination with temporary waterlines to ensure all users do not experience any service losses during construction.

Northern Monument Creek Interceptor | COLORADO SPRINGS, COLORADO

The Northern Monument Creek Interceptor (NMCI) is a 30-36-inch diameter proposed sanitary sewer main stretching approximately 11 miles, beginning at the Tri-Lakes Wastewater Treatment Plant and running to the south until connecting to a Colorado Springs Utilities' existing interceptor at the Interstate 25 and North Academy Boulevard exit. This 30% design effort included coordination with multiple city, state, and federal agencies including Monument Water and Sanitation District, Donala Water and Sanitation District, United States Air Force Academy, City of Colorado Springs, Colorado Springs Utilities, and the Environmental Protection Agency. Multiple creek crossings were encountered and designed with aerial crossings to minimize environmental impacts.

Reagan Ranch Master Development Drainage Plan | COLORADO SPRINGS, COLORADO

An approximate 225-acre development located within Colorado Springs that includes industrial, commercial, and residential uses. As the Senior Design Engineer, Nicole analyzed the drainage patterns to include both onsite and offsite flows, as well as existing and future uses. Close attention was paid to ensure that the design was in compliance with the City of Colorado Springs Drainage Criteria Manual as well as all historical Drainage Basin Planning Studies that included the site. The large acreage of the site required multiple detention and water quality ponds in series. Modeling for these ponds was completed using the EPA's Storm Water Management Model software as well as HEC-RAS flow analysis for offsite drainage per City criteria.

Cottages at Woodmen Heights | COLORADO SPRINGS, COLORADO

Working as the Project Manager for the Cottages offsite watermain construction, Nicole coordinated the design between Colorado Springs Utilities, City of Colorado Springs, United States Army Corps of Engineers, as well as other consulting firms. The project includes multiple directional bores and a crossing of Sand Creek.

Cordera and Briargate Crossing Developments & Union Boulevard Extension | COLORADO SPRINGS, COLORADO

As the Project Manager, Nicole was instrumental in creating a cohesive design between filings including horizontal and vertical design of roadways for 1,000 acres of land for the Cordera and Briargate Crossing developments located in northeastern Colorado Springs. The area is part of the 9,600-acre Briargate Master Planned Community. Work has included extensive infrastructure master planning for the site as well as detailed cost modeling and design. Specific projects include multiple single-family filings, the extension of Union Boulevard (principle arterial) with a pedestrian underpass, multiple high-level drainage reports and associated storm drain, water quality, and detention design.

Schedule 5

Colorado Dept. of Transportation (CDOT) Requirements, State of Colorado Intergovernmental Agreement Effective July 18, 2024, and U.S. Dept. of Labor Davis Bacon Minimum Wages, Colorado (General Decision Number – CO20250008)

Excerpt from Request for Proposal dated March 25, 2025, Section 10, Attachment D, and Attachment E

10.1. CDOT LOCAL AGENCY CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE (DBE) CONTRACT REQUIREMENTS

The following requirements shall apply to FHWA-assisted contracts.

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use< this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.

2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters.Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.

3. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.

4. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.

5. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.

6. Contract Goal Percentage. The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services.

7. Consultant. An individual, firm, corporation, or other legal entity with a direct contractual relationship with the Local Agency's solicitation to render Professional Services and ancillary services.

8. Disadvantaged Business Enterprise (DBE). A Colorado certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.

9. Emerging Small Business (ESB). A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.

10. Good Faith Efforts (GFE). All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.

11. Local Agency. The City of Pueblo.

12. Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.

13. Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.

14. Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.

15. Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.

16. Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.

17. Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.

18. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc) and would not be overseen by a licensed engineer.

19. Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six (6) digit North American Industry Classifications System (NAICS) code plus a descriptor. Work codes are listed on a firm's profile on the Colorado UCP DBE Directory at

https://coucp.dbesystem.com/. The Local Agency may include CDOT in discussions for clarification. The consultant may contact the Civil Rights and Business Resource Center to receive guidance on whether a work code covers the work to be performed.

B. For additional information please refer to CDOT's Local Agency Civil Rights Guidelines for more information: https://www.codot.gov/business/civilrights/compliance/prof-services/overview.

10.2. NONDISCRIMINATION AND SUBCONTRACTING REQUIREMENTS

The following requirements apply to all contracts and subcontracts on FHWA federally assisted contracts.

A. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

C. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:

1. Withholding monthly progress payments
2. Assessing sanctions
3. Liquidated damages
4. Disqualifying the consultant from future bidding as non-responsible

D. Prompt Payment. Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an

amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.

E. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

10.3. CONTRACT COMMITMENT

At the time of initial proposal, the Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.

A. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non- responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.

B. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.

C. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.

D. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.

1. Good Faith Efforts mean that the Consultant:
    a. Documents it has obtained enough DBE participation to meet the Contract Goal, or
    b. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so
2. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.
    a. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal
    b. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal
3. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:
    a. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame
    b. Reason(s) for choosing a nonDBE subconsultant over an interested DBE
    c. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant
    d. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame
    e. Any other factors that may be pertinent to the factual circumstances
4. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.

E. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.

1. The Chief Engineer or a designee will conduct administrative reconsideration.
    a. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination

b. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration

c. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination

d. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity

2. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.

   a. If schedules permit, the parties may waive the two (2) business day requirement

   b. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency

   c. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond

3. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.

   a. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts tomeet the Contract Goal

   b. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

10.4. ELIGIBLE DBE PARTICIPATION

In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

A. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.

B. DBE participation will be tracked through the B2GNow.

C. Only work actually performed by the DBE will count towards the Contract Goal.

1. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:

    a. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or

    b. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services

2. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.

    a. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal

    b. DBE firms may use an employee leasing company for the work

        i. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees

        ii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees

    c. Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay

3. When a DBE performs as a participant in a joint venture:

    a. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal

    b. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT

D. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.

1. To perform a Commercially Useful Function:

    a. The DBE must be responsible for the execution of the work to be performed and

b. Actually performing, managing, and supervising the work

2. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:

   a. The amount of subcontracted work

   b. Industry practices, and

   c. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors

3. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.

4. A DBE is presumed as not performing a Commercially Useful Function:

   a. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or

   b. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.

   c. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.

5. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.

6. The City's determinations regarding Commercially Useful Function matters are not appealable.

10.5. UTILIZATION PLAN MODIFICATIONS

Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

A. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice d

advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.

B. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:

   1. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE
   2. Failure or refusal by the DBE to execute a written contract
   3. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants
   4. The DBE fails to meet reasonable, nondiscriminatory insurance requirement
   5. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness
   6. The DBE is ineligible to work because of suspension or debarment proceedings or other state law
   7. The DBE is not a responsible Consultant
   8. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal
   9. The listed DBE is ineligible to receive credit for its participation
   10. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform
   11. The DBE ceases business operations or otherwise dissolves; and/or
   12. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant

C. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

1. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.

2. An approval of the modification constitutes a modification of the Utilization Plan through CDOT. Each substitute DBE approved by the Local Agency must have documentation. Documentation similar to a Project Cost Worksheet for Subconsultants or Letter of Intent for a Supplier/Vendor that shows commitments to the firm on the contract are required. Once approved, the Local Agency will work with the CRBRC to modify the UP in B2GNow.

10.6. ENFORCEMENT

It is the responsibility of the Local Agency and Consultant to ensure that Commitments are fulfilled or to request Utilization Plan modifications in a timely manner as described in Section VI. Approvals under the Contract are not an explicit or implicit approval by the Local Agency or CDOT of any Commitment Terminations, Reductions, Substitutions, or any other waiver of the Contract Civil Rights requirements.

A. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.

B. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:

   1. Refuse to count any fraudulent or misrepresented DBE/ESB participation

   2. Withhold progress payments to the Consultant commensurate with the violation

   3. Reduce the Consultant's prequalification status

   4. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or

   5. Seek any other available contractual remedy

10.7. CONTRACT CLOSEOUT

The Local Agency will collect a completed CDOT Professional Services Closeout Report form upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever comes first. This form will report the final actual DBE participation on the Contract and any amounts for which CDOT will be seeking reimbursement due to the Consultant not meeting Commitments. The Local Agency will submit the form to CDOT Civil Rights with submission of the final invoice.

10.8. NONCONSTRUCTION FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT CLAUSES

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

1. Executive Order 11246 of September 24, 1965 entitled “Equal Employment Opportunity,” as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agency and their contractors or the Local Agency).

2. The Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

3. The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agency and the Local Agency when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency’s in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

5. Standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts in excess of $100,000).

6. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

7. Office of Management and Budget (OMB)Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

8. The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs.

9. In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

10. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).
11. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.)
12. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45
13. C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
14. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
15. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
16. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

B. Nondiscrimination. During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Compliance with Regulations. The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
2. Nondiscrimination. The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.
3. Solicitations for Subcontracts, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to

nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

4. Information and Reports. The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

5. Sanctions for Noncompliance. In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: a. Withholding of payments to the Contractor under the contract until the Contractor complies, and/or b. Cancellation, termination or suspension of the contract, in whole or in part.

C. Incorporation of Provisions. The Contractor will include the provisions regarding the foregoing sections and the IGA (attached) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

10.9. OMB UNIFORM GUIDANCE FOR FEDERAL PROJECTS

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

A. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal

Employment Opportunity, Department of Labor." During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract maybe canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor

issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontractor purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

B. Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti- Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

1. The City must report all suspected or reported violations to the Federal awarding agency.

C. Rights to Inventions Made Under a Contract or Agreement. 3 If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must

contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, Contractor agrees to the following:

1. Clean Air Act:

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

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

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

2. Federal Water Pollution Control Act:

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

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

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

E. Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, Contractor shall be bound by it’s Bidder’s Certification for Debarment, Suspension, Ineligibility and Voluntary Exclusion throughout the period of the Contract.

F. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that

it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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

H. Procurement of Recovered Material (C.F.R. § 200.323).

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

    a. Competitively within a timeframe providing for compliance with the contract performance schedule.

    b. Meeting contract performance requirements.

    c. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

I. Additional Provisions.

1. Access to Records. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.

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

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

6. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

7. Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contact.

10.10. CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

A. Definitions

1. B2GNow. Web based platform utilized by CDOT to track Civil Rights compliance (DBE/ESB participation) and prompt payment requirements on its contracts. The Consultant will use this platform to submit Utilization Plan(s), Subconsultant and Supplier/Vendor information on the Contract.

2. CDOT Civil Rights. The CDOT Civil Rights office that assist with the contract and prompt payment requirements on contracts. This can be in either the region or headquarters.

3. Civil Rights and Business Resource Center (CRBRC). CDOT's Civil Rights office at Headquarters.

4. Commercially Useful Function (CUF). Responsibility for the execution of work by actually performing, managing, and supervising the work, as described in 49 CFR Part 26.

5. Commitment. A portion of the Contract designated by the Consultant for participation by DBE firms. The DBE firm(s) are included in the proposal team for participation to meet the Contract Goal. Commitments must identify the work to be performed by the DBE and include the percentage of the contract committed to each DBE firm. Commitments are measured at the end of the contract and are calculated by the actual payments to a DBE firm divided by the total payments made under the Contract.
6. Contract. Agreement between the Local Agency and the Consultant, whereby the Consultant will be compensated in exchange for providing Professional Services and ancillary services. For purposes of this document, the term "Contract" refers to an individual, executed Task Order for an On-Call Agreement or a Master Contract (overarching agreement) for Project-Specific and Program-Specific Agreements.
7. Contract Goal Percentage. The percentage of the Contract established by CDOT for reasonable participation by DBEs and stated in the invitation for consultant services.
8. Consultant. Contractor whether designated as engineer, consultant or otherwise who has entered an agreement with Local Agency pursuant to which mandatory federal and state contract provisions have become applicable including the requirements of this Part III.
9. Disadvantaged Business Enterprise (DBE). A Colorado certified Disadvantaged Business Enterprise listed on the Colorado Unified Certification Program (UCP) DBE Directory at www.coloradodbe.org.
10. Emerging Small Business (ESB). A CDOT certified Emerging Small Business firm listed on the ESB Directory at www.coloradoesb.org.
11. Good Faith Efforts (GFE). All necessary and reasonable steps to secure the necessary Commitments to meet the Contract Goal or other requirements of this contract, which by their scope, intensity, and appropriateness to the objective could reasonably be expected to fulfill the contract requirement. Guidance on Good Faith Efforts to meet the Contract Goal is provided in 49 CFR Part 26, Appendix A.
12. Local Agency. Pueblo, a municipal corporation.
13. Professional Services. The practice of architecture, engineering, professional land surveying, landscape architecture, and industrial hygiene as defined in Colorado Revised Statutes (CRS) 24-30-1402 and 48CFR Part 2.
14. Reduction. Reduction occurs when the Consultant reduces a Commitment to a DBE. A Reduction is a partial Termination.
15. Subconsultant. An individual, firm, corporation or other legal entity to whom the Consultant sublets part of the contract. For purposes of these requirements, the term Subconsultant includes Suppliers/Vendors.

16. Substitution. Substitution occurs when a Consultant seeks to find another certified DBE firm to perform work on the contract as a result of a Reduction or Termination.

17. Termination. Termination occurs when a Consultant no longer intends to use a DBE firm for fulfillment of a Commitment. This includes, but is not limited to, instances in which a Consultant seeks to perform work originally designated for a DBE Subconsultant with its own forces or those of an affiliate, a nonDBE firm, or with another DBE firm.

18. Utilization Plan (UP). The documentation of Subconsultant and Supplier/Vendor participation on the awarded Contract. The Utilization Plan details all Subconsultants and Suppliers/Vendors included as part of the proposal team and Commitments by percentage made by the Consultant. The Consultant must submit the Utilization Plan within five (5) calendar days of receiving notice from CDOT's B2GNow system.

19. Vendor. Participant on a CDOT contract that is providing services not considered to be a Professional Services as defined in Colorado Revised Statute 24-30-1402 and 48 CFR Part 2. A vendor would provide Non- Engineering Services (i.e. Geotechnical drilling, Public Information/Relations, traffic control, etc.) and would not be overseen by a licensed engineer.

20. Work Code. A code to identify the work that a DBE is certified to perform. A work code includes a six (6) digit North American Industry Classifications System (NAICS) code plus a descriptor. Work codes are listed on a firm's profile on the Colorado UCP DBE Directory at https://coucp.dbesystem.com/. The Local Agency may include CDOT in discussions for clarification. The consultant may contact the Civil Rights and Business Resource Center to receive guidance on whether a work code covers the work to be performed.

B. Nondiscrimination and Subcontracting Requirements for all contracts and subcontracts on FHWA federally assisted contracts with the City.

1. Non-discrimination. The Consultant, with regard to the work performed by it during the contract term, will not discriminate on the grounds of race, color, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

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

3. Consultant Assurance. By submitting a proposal for this contract, the Consultant agrees to the following assurance: The consultant, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract. Such other remedy as deems appropriate, which may include, but is not limited to:

    a. Withholding monthly progress payments

    b. Assessing sanctions

    c. Liquidated damages

    d. Disqualifying the consultant from future bidding as non responsible

4. Prompt Payment. Payments to all Subconsultants shall be made within seven (7) calendar days of receipt of payment from the Local Agency, or no later than ninety (90) calendar days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. The Local Agency will assist in enforcing the Civil Rights Requirements outlined above as well as prompt payment as outlined in 49 CFR, Part 26. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify the Subconsultant no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include failure to timely submit an invoice or to deposit payments made. The Consultant shall electronically submit prompt payment audit reports in B2GNow by the fifteenth (15th) of each month through the B2GNow software. If no payment has been made, the Consultant shall document this in the prompt payment audit reporting.

5. Subcontract Terms. Parts A-D of this section shall be included in all subcontracts or other agreements for the performance of work on the contract.

C. Contract Commitment required at the time of initial proposal. The Consultant must make a contractually binding guarantee to meet the Contract Goal in accordance with 49 CFR 26.53.

1. Affidavit of Small Business Participation. The Affidavit of Small Business Participation is the Consultant's contractually binding guarantee to meet the Contract Goal or make Good Faith Efforts to do so. CDOT's Affidavit of Small Business Participation form must be submitted with the Consultant's statement of interest proposal. Failure to submit the CDOT Affidavit of Small Business Participation form will result in the Consultant being deemed non responsive and ineligible for award. The Local Agency will copy the top preferred proposals to CDOT's

Civil Rights and Business Resource Center (CRBRC) for approval of CDOT's Affidavit of Small Business Participation form. This form includes the commitments to meet the DBE goal.

2. Contract Utilization Plan (UP). Once the contract is awarded and the Local Agency receives a signed contract, the Local Agency will submit the Local Agency Professional Services B2GNow Contract Information form for CDOT to set up the contract in the B2GNow system. Once the contract is setup in the system, the Consultant will receive a notice from CDOT within five (5) calendar days of selection, to complete and submit a Utilization Plan via B2GNow. In order to complete the Utilization Plan, the Consultant shall list all DBE, ESB, and nonDBE/ESB Subconsultants and Suppliers/Vendors included as part of its "most qualified" team. The Utilization Plan shall also include all Commitments by percentage.

3. Consultant Responsibility. The Consultant is solely responsible for ensuring that the Contract Goal is achieved upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever occurs first. The Local Agency and CDOT assists in the monitoring as oversight agencies.

4. Contract Good Faith Effort Requirement. The UP will not be approved by CDOT until the Consultant documents sufficient Commitments to meet the Contract Goal or demonstrates Good Faith Efforts to meet the Contract Goal even though it did not succeed in obtaining sufficient Commitments to do so.

    a. Good Faith Efforts mean that the Consultant:

        i. Documents it has obtained enough DBE participation to meet the Contract Goal, or

        ii. Documents that it made adequate good faith efforts to meet the Contract Goal, even though it did not succeed in obtaining enough DBE participation to do so

    b. If the Consultant has not documented sufficient Commitments to meet the Contract Goal, the Consultant shall provide an explanation of its efforts to obtain Commitments by submitting the CDOT's Professional Services Good Faith Efforts Report form and supporting documentation to CRBRC.

        i. The CRBRC will conduct a review to determine whether the Consultant has demonstrated Good Faith Efforts to meet the Contract Goal

        ii. The CRBRC will approve the Contract Utilization Plan if it determines that the Consultant has made Good Faith Efforts to meet the Contract Goal

    c. In conducting Good Faith Effort reviews, the CRBRC will utilize the guidance found in Appendix A to 49 CFR Part 26, where applicable. The CRBRC may also consider, but is not limited to, the following factors in evaluating the Consultant's Good Faith Efforts:

        i. Performance of other consultants in meeting DBE goals on contracts that have a similar scope of work, contract amount, location, and time frame

ii. Reason(s) for choosing a nonDBE subconsultant over an interested DBE

iii. Documentation of DBEs solicited by the Consultant and verification from the DBEs that they were actually contacted by the Consultant

iv. Past performance by the Consultant on contracts that have a similar scope of work, contract amount, location and time frame

v. Any other factors that may be pertinent to the factual circumstances

d. If the CRBRC determines the Consultant has made Good Faith Efforts to meet the Contract Goal, the Master Contract Utilization Plan will be approved and all documentation of the determination will be uploaded into B2GNow.

5. Administrative Reconsideration. If the CRBRC determines that the Consultant did not demonstrate Good Faith Efforts to meet the Contract Goal, the Consultant will be provided a written notice of its determination and an opportunity for administrative reconsideration by the CDOT Chief Engineer or a designee.

a. The Chief Engineer or a designee will conduct administrative reconsideration.

i. The Consultant will have five (5) calendar days from the written notice to request administrative reconsideration of an adverse Good Faith Efforts determination

ii. The request shall include the basis for reconsideration and any supporting documentation that the Consultant would like to be considered as part of the reconsideration

iii. The reconsideration should also specify whether the Consultant is requesting an informal, in person or telephonic hearing with CDOT to address the issues in the Good Faith Efforts determination

iv. If a request for an informal hearing is not made, the Consultant will be deemed to have waived this opportunity

b. Upon a hearing request, the Civil Rights and Business Resource Center will establish a date and time for the hearing and send written notice via email to the Consultant, the Local Agency and Civil Rights at least two (2) business days in advance of the hearing.

i. If schedules permit, the parties may waive the two (2) business day requirement

ii. The CDOT Chief Engineer or designee may request additional documentation from the Consultant and/or the Local Agency

iii. A copy of all requests and responses should be provided to the other party and the other party shall be given an opportunity to respond

c. The CDOT Chief Engineer or a designee shall issue the final determination as to whether the Consultant made Good Faith Efforts to meet the Contract Goal.

i. The determination will be in writing and explain the basis for the CDOT Chief Engineer's or designee decision regarding whether or not the Consultant demonstrated Good Faith Efforts to meet the Contract Goal

ii. The Good Faith Efforts determination of the CDOT Chief Engineer or designee is not appealable

D. Please refer to CDOT's Local Agency Civil Rights Guidelines for more information: https://www.codot.gov/business/civilrights/compliance/prof-services/overview. Contractor agrees to be bound by and subject to this section.

10.11. ADDITIONAL CDOT PROFESSIONAL SERVICES CIVIL RIGHTS AND DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS

A. Eligible DBE Participation. In order to count towards the Contract Goal, (1) the work performed by the DBE Consultant, Subconsultant, or Supplier/Vendor must be identified in an approved Commitment, and (2) the Consultant, Subconsultant, or Supplier/Vendor must be DBE certified in the committed work upon submission of the Commitment. The Local Agency will evaluate whether the work it is committed to perform can reasonably be construed to fall within the work areas for which the DBE Consultant, Subconsultant, or Supplier/Vendor is certified. The Local Agency may request assistance from CDOT if needed.

1. If a Consultant, Subconsultant, or Supplier/Vendor is decertified as a DBE following the approval of a Contract, its participation on that Contract may continue to count as DBE participation.

2. DBE participation will be tracked through the B2GNow.

3. Only work actually performed by the DBE will count towards the Contract Goal.

a. The Consultant may count the entire amount of fees or commissions charged by a DBE firm for:

i. Providing a bona fide service, such as professional, technical, consultant, or managerial services; and/or

ii. Providing assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for the performance of work, provided that the fee or commission is determined by the Local Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services

b. When a DBE subcontracts part of the work of its contract to another firm, individual, or entity, the value of the subcontracted work may only be counted if the subcontractor is also a DBE certified firm.

i. Work that a DBE subcontracts out to a non-certified firm will not count toward the goal

ii. DBE firms may use an employee leasing company for the work

I. The participation of the leased employees will count only if the certified DBE firm maintains an employer-employee relationship with the leased employees

iii. This includes being responsible for hiring, firing, training, assigning, and otherwise controlling the on-the-job activities of the leased employees, as well as ultimate responsibility for wage and tax obligations related to the employees
Unless certified in the work to be performed, staffing agencies only count toward the Contract Goal for placement fees and any hourly fee beyond the temporary employee's actual rate of pay

c. When a DBE performs as a participant in a joint venture:

i. Only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work that the DBE performs with its own forces may count toward the Goal

ii. In order to receive credit, the joint venture agreement must be submitted as an attachment in the utilization plan submitted through B2GNow for review and approval by CDOT

4. A DBE must be performing a Commercially Useful Function, as defined by 49 CFR 26.55(c), in order for its participation to count towards the Contract Goal.

a. To perform a Commercially Useful Function:

i. The DBE must be responsible for the execution of the work to be performed and

ii. Actually performing, managing, and supervising the work

b. In evaluating whether a DBE is performing a Commercially Useful Function, the Local Agency will consider factors, including but not limited to:

i. The amount of subcontracted work

ii. Industry practices, and

iii. Whether payment to the DBE is commensurate with the work for which the DBE is claiming credit, and any other relevant factors

c. DBE does not perform a Commercially Useful Function if its role is limited to that of an extra participant in a transaction through which funds are passed in order to obtain the appearance of DBE participation.

d. A DBE is presumed as not performing a Commercially Useful Function:

i. When it does not perform or exercise responsibility for at least thirty (30) percent of the total cost of the work it is contracted to perform with its own workforce; or

ii. When the DBE subcontracts a greater portion of its work than would be expected based on normal industry practice for the type of work involved.

iii. In these circumstances, the DBE may present evidence to CDOT in order to rebut the presumption.

e. In order to finalize the Contract, the Consultant must have submitted a Professional Services Commercially Useful Function Questionnaire form for each DBE firm that performed work or provided supplies toward meeting the contract goal. The DBE, Consultant and Engineer must sign the Professional Services Commercially Useful Function Questionnaire form.

f. The Local Agency's determinations regarding Commercially Useful Function matters are not appealable.

B. Utilization Plan Modifications

1. Reduction, Substitution, Termination. Reduction, Substitution, or Termination during the life of the Contract shall only be permitted at the discretion of the Local Agency based upon a demonstration of Good Cause by the Consultant. The Consultant may not Reduce, Substitute, Terminate, or add Commitments without the Local Agency's approval. Consultants may request modification approval to the Local agency. The Local Agency may request for CDOT's assistance and/or use CDOT's Professional Services DBE Participation Plan Modification Request form.

a. Notice to Subconsultant. Before requesting the Local Agency approval, the Consultant must give the DBE Subconsultant notice in writing of the Consultant's intent to Reduce, Substitute or Terminate the Subconsultant's work. Unless otherwise waived in writing by the DBE, the Consultant must give the DBE five (5) calendar days to respond to the Consultant's notice d advise the Local Agency of objections, if any, that it objects to the proposed Reduction, Termination and/or Substitution and why the Consultant's proposed action should not be approved. If required as a matter of public necessity (e.g., safety), the Local Agency may waive or reduce the period to respond. The DBE firm may also voluntarily waive the response period.

b. Good Cause Requirement. A Consultant must demonstrate Good Cause before a request for Reduction, Substitution or Termination can be approved by the Local Agency. Good Cause does not exist if Reduction, Substitution or Termination of a DBE is sought solely so that the Consultant can self perform the work for which the DBE was engaged or so that the Consultant can substitute another firm to perform the work. In evaluating

whether Good Cause exists, the Local Agency will consider, but is not limited to, the following factors:

i. Changes in the scope of work or scheduling that directly impacts the work committed to the DBE

ii. Failure or refusal by the DBE to execute a written contract

iii. Failure or refusal by the DBE to perform the work of its subcontract consistent with normal the industry standards, provided that such failure is not the result of bad faith or discriminatory actions of the Consultant or one of its Subconsultants

iv. The DBE fails to meet reasonable, nondiscriminatory insurance requirement

v. The DBE becomes bankrupt, insolvent, or exhibits credit unworthiness

vi. The DBE is ineligible to work because of suspension or debarment proceedings or other state law

vii. The DBE is not a responsible Consultant

viii. The listed DBE voluntarily withdraws from the project and provides to the Consultant written notice of its withdrawal

ix. The listed DBE is ineligible to receive credit for its participation

x. The DBE owner dies or becomes disabled and the firm is unable to complete the work it is committed to perform

xi. The DBE ceases business operations or otherwise dissolves; and/or

xii. Other documented good cause reasons determined by the Local Agency to compel the termination of the DBE Subconsultant

c. Good Faith Effort Requirement. When a Commitment is Reduced or Terminated (including when a DBE withdraws), the Consultant shall make Good Faith Efforts to find a Substitution up to the Contract Goal for the DBE whose Commitment has been Terminated or Reduced, Substitutions do not have to be in the same type of work that was Terminated or Reduced.

i. Prior to making a Substitution, the Consultant must receive the Local Agency's approval for the Substitution.

ii. An approval of the modification constitutes a modification of the Utilization Plan through CDOT. Each substitute DBE approved by the Local Agency must have documentation. Documentation similar to a Project Cost Worksheet for Subconsultants or Letter of Intent for a Supplier/Vendor that shows commitments

to the firm on the contract are required. Once approved, the Local Agency will work with the CRBRC to modify the UP in B2GNow.

C. Enforcement

1. It is the responsibility of the Local Agency and Consultant to ensure that Commitments are fulfilled or to request Utilization Plan modifications in a timely manner as described in Section VI. Approvals under the Contract are not an explicit or implicit approval by the Local Agency or CDOT of any Commitment Terminations, Reductions, Substitutions, or any other waiver of the Contract Civil Rights requirements.

    a. The Local Agency may conduct reviews or investigations of participants as necessary. All participants on the Contract, including, but not limited to, DBE Subconsultants or Suppliers/Vendors are required to cooperate fully and promptly with compliance reviews, certification reviews, investigations, and other requests for information. This also includes applicants for DBE certification, ESB Subconsultants and applicants for ESB certification, complainants, and Consultants using Subconsultants to meet the Contract Goal.

    b. If the Local Agency determines that a Consultant, Subconsultant or Supplier/Vendor was a knowing and willing participant in any intended or actual subcontracting arrangement contrived to artificially inflate DBE participation or any other business arrangement determined by the Local Agency to be unallowable, or if the Consultant engages in repeated violations, falsification or misrepresentation, the Local Agency may:

        i. Refuse to count any fraudulent or misrepresented DBE/ESB participation

        ii. Withhold progress payments to the Consultant commensurate with the violation

        iii. Reduce the Consultant's prequalification status

        iv. Refer the matter to the Office of Inspector General of the US Department of Transportation for investigation; and/or

        v. Seek any other available contractual remedy

D. Contract Closeout

1. The Local Agency will collect a completed CDOT Professional Services Closeout Report form upon completion of the work, expenditure of funds, and/or expiration of the Contract, whichever comes first. This form will report the final actual DBE participation on the Contract and any amounts for which CDOT will be seeking reimbursement due to the Consultant not meeting Commitments. The Local Agency will submit the form to CDOT Civil Rights with submission of the final invoice.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT
Signature and Cover Page

State Agency Department of Transportation			**Agreement Routing Number** 25-HA2-XC-00106
Local Agency CITY OF PUEBLO			**Agreement Effective Date** The later of the effective date or July 18, 2024
Agreement Description Pueblo 18th Street Bridge Rehabilitation			**Agreement Expiration Date** July 17, 2034
Project # BRO M086-104 (26412)	**Region #** 2	**Contract Writer** CM	**Agreement Maximum Amount** $560,000.00

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that he or she is duly authorized to execute this Agreement and to bind the Party authorizing his or her signature.

LOCAL AGENCY
CITY OF PUEBLO

By: Signed by: Heather Graham 3A85950B7BCA462... *Signature

Name: Heather Graham (Heather Graham)

Title: Mayor (Mayor)

Date: 9/25/2024

STATE OF COLORADO
Jared S. Polis, Governor
Department of Transportation
Shoshana M. Lew, Executive Director

DocuSigned by: Keith Stefanik 63C1F827D40E4B3...
Keith Stefanik, P.E., Chief Engineer

Date: 9/25/2024

LOCAL AGENCY
CITY OF PUEBLO

By: DocuSigned by: 7C02EBDFFC3D43C... *ATTESTED BY

Name: Marisa Stoller (Marisa Stoller)

Title: City Clerk (City Clerk)

Date: 9/25/2024

LEGAL REVIEW
Philip J. Weiser, Attorney General

Assistant Attorney General

By: (Print Name and Title)

Date:

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

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: DocuSigned by: Lori Copeland BDA801C5CFAC478...
Department of Transportation

Effective Date: 9/25/2024

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

TABLE OF CONTENTS

1. PARTIES 2
2. TERM AND EFFECTIVE DATE 2
3. AUTHORITY 3
4. PURPOSE 4
5. DEFINITIONS 4
6. SCOPE OF WORK 7
7. PAYMENTS 11
8. REPORTING - NOTIFICATION 15
9. LOCAL AGENCY RECORDS 16
10. CONFIDENTIAL INFORMATION-STATE RECORDS 17
11. CONFLICTS OF INTEREST 18
12. INSURANCE 18
13. BREACH 20
14. REMEDIES 21
15. DISPUTE RESOLUTION 22
16. NOTICES AND REPRESENTATIVES 23
17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION 23
18. GOVERNMENTAL IMMUNITY 24
19. STATEWIDE CONTRACT MANAGEMENT SYSTEM 24
20. GENERAL PROVISIONS 25
21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3) 28
22. FEDERAL REQUIREMENTS 29
23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) 29

EXHIBIT A, SCOPE OF WORK
EXHIBIT B, SAMPLE OPTION LETTER
EXHIBIT C, FUNDING PROVISIONS (Budget)
EXHIBIT D, LOCAL AGENCY RESOLUTION
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS
EXHIBIT N, FEDERAL TREASURY PROVISIONS
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM
EXHIBIT R, APPLICABLE FEDERAL AWARDS
EXHIBIT S, PII CERTIFICATION
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

1. PARTIES

This Agreement is entered into by and between Local Agency named on the Signature and Cover Page for this Agreement ("Local Agency"), and the STATE OF COLORADO acting by and through the State agency named on the Signature and Cover Page for this Agreement (the "State" or "CDOT"). Local Agency and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

This Agreement shall not be valid or enforceable until the Effective Date, and Agreement Funds shall be expended within the dates shown in **Exhibit C** for each respective phase ("Phase Performance Period(s)"). The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Local Agency for any Work performed or expense incurred before 1) the Effective Date of this original Agreement; except as described in **§7.D**; 2) before the encumbering document for the respective phase *and* the official Notice to Proceed for the respective phase; or 3) after the Final Phase Performance End Date, as shown in **Exhibit C**. Additionally, the State shall have no obligation to pay Local Agency for any Work performed or expense incurred after the Agreement Expiration Date or after required billing deadline specified in **§7.B.i.e**., or the expiration of "Special Funding" if applicable, whichever is sooner. The State's obligation to pay Agreement Funds exclusive of Special Funding will continue until the Agreement Expiration Date. If Agreement Funds expire before the Agreement Expiration Date, then no payments will be made after expiration of Agreement Funds.

B. Initial Term and Extension

The Parties' respective performances under this Agreement shall commence on the Agreement Effective Date shown on the Signature and Cover Page for this Agreement and shall terminate on July 17, 2034, as shown on the Signature and Cover Page for this Agreement, unless sooner terminated or further extended in accordance with the terms of this Agreement. Upon request of Local Agency, the State may, in its sole discretion, extend the term of this Agreement by Option Letter pursuant **§7.E.iv**. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in **Exhibit C**.

C. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, and this ARPA Award is not appropriated, or otherwise become unavailable to fund this ARPA Award the State, in its discretion, may terminate this Agreement in whole or in part. This subsection shall not apply to a termination of this Agreement by the State for breach by Local Agency, which shall be governed by **§14.A.i.**

i. Method and Content

The State shall notify Local Agency by providing written notice to Local Agency of the termination and be in accordance with **§16.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Local Agency shall be subject to **§14.A.i.a**

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Local Agency an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Local Agency for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Local Agency which are directly attributable to the uncompleted portion of Local Agency's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Local Agency hereunder. This subsection shall not apply to a termination of this ARPA Award by the State for breach by Local Agency.

D. Local Agency Termination Under Federal Requirements

Local Agency may request termination of the ARPA Award by sending notice to the State, which includes the effective date of the termination. If this ARPA Award is terminated in this manner, then Local Agency shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. AUTHORITY

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Authority to enter into this Agreement exists in the law as follows:

A. Federal Authority

Pursuant to Title I, Subtitle A, of the "Fixing America's Surface Transportation Act" (FAST Act) of 2015, and to applicable provisions of Title 23 of the United States Code and implementing regulations at Title 23 of the Code of Federal Regulations, as may be amended, (collectively referred to hereinafter as the "Federal Provisions"), certain federal funds have been and are expected to continue to be allocated for transportation projects requested by Local Agency and eligible under the Surface Transportation Improvement Program that has been proposed by the State and approved by the Federal Highway Administration ("FHWA").

Pursuant to Title VI of the Social Security Act, Section 602 of the "Coronavirus State and Local Fiscal Recovery Funds", a part of the American Rescue Plan, provides state, local and Tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery.

B. State Authority

Pursuant to CRS §43-1-223 and to applicable portions of the Federal Provisions, the State is responsible for the general administration and supervision of performance of projects in the Program, including the administration of federal funds for a Program project performed by a Local Agency under a contract with the State. This Agreement is executed under the authority of CRS §§29-1-203, 43-1-110; 43-1-116, 43-2-101(4)(c) and 43-2-104.5.

4. PURPOSE

The purpose of this Agreement is to disburse Federal funds to the Local Agency pursuant to CDOT's Stewardship Agreement with the FHWA and/or USDT as shown in **Exhibit C**.

5. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Agreement**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

B. "**Agreement Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.

C. "**ARPA**" means American Rescue Plan Act, funded by the US Department of the Treasury ("USDT"). See "SLFRF" below.

D. "**Award**" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

E. "**Budget**" means the budget for the Work described in **Exhibit C**.

F. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S..

G. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.

H. "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

I. "**Consultant**" means a professional engineer or designer hired by Local Agency to design the Work Product.

J. "**Contractor**" means the general construction contractor hired by Local Agency to construct the Work.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

K. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

L. "**Effective Date**" means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature and Cover Page for this Agreement.

M. "**Evaluation**" means the process of examining Local Agency's Work and rating it based on criteria established in **§6, Exhibit A** and **Exhibit E**.

N. "**Exhibits**" means the following exhibits attached to this Agreement:

i. **Exhibit A**, Scope of Work.
ii. **Exhibit B**, Sample Option Letter.
iii. **Exhibit C**, Funding Provisions
iv. **Exhibit D**, Local Agency Resolution
v. **Exhibit E**, Local Agency Contract Administration Checklist
vi. **Exhibit F**, Certification for Federal-Aid Contracts
vii. **Exhibit G**, Disadvantaged Business Enterprise
viii. **Exhibit H**, Local Agency Procedures for Consultant Services
ix. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts
x. **Exhibit J**, Additional Federal Requirements
xi. **Exhibit K**, The Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions
xii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form
xiii. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance")
xiv. **Exhibit N**, Federal Treasury Provisions
xv. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds
xvi. **Exhibit P**, SLFRF Subrecipient Quarterly Report
xvii. **Exhibit Q**, SLFRF Reporting Modification Form
xviii. **Exhibit R**, Applicable Federal Awards
xix. **Exhibit S**, PII Certification
xx. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source

O. "**Expiration Date**" means the date on which this Agreement expires, as shown on the Signature and Cover Page for this Agreement.

P. "**Extension Term**" means the period of time by which the ARPA Expiration Date is extended by the State through delivery of an updated ARPA Letter.

Q. "**Federal Award**" means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

R. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which may be the subject of this Agreement.

S. "**FHWA**" means the Federal Highway Administration, which is one of the twelve administrations under the Office of the Secretary of Transportation at the U.S. Department of Transportation. FHWA provides stewardship over the construction, maintenance and preservation of the Nation's highways and tunnels. FHWA is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

T. "**Goods**" means any movable material acquired, produced, or delivered by Local Agency as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Local Agency in connection with the Services.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

U. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

V. "**Initial Term**" means the time period defined in **§2.B**.

W. "**Local Funds**" means the funds provided by the Local Agency as their obligated contribution to the federal and/or State Awards to receive the federal and/or State funding.

X. "**Notice to Proceed**" means the letter issued by the State to the Local Agency stating the date the Local Agency can begin work subject to the conditions of this Agreement.

Y. "**OMB**" means the Executive Office of the President, Office of Management and Budget.

Z. "**Oversight**" means the term as it is defined in the Stewardship Agreement between CDOT and the FHWA.

AA. "**Party**" means the State or Local Agency, and "**Parties**" means both the State and Local Agency.

BB. "**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.

CC. "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

DD. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

EE. "**Recipient**" means the Colorado Department of Transportation (CDOT) for this Federal Award.

FF. "**Services**" means the services to be performed by Local Agency as set forth in this Agreement and shall include any services to be rendered by Local Agency in connection with the Goods.

GG. "**SLFRF**" means State and Local Fiscal Recovery Funds, provided by ARPA, funded by the US Treasury Department.

HH. "**Special Funding**" means an award by Federal agency or the State which may include but is not limited to one or a combination of Multimodal Transportation & Mitigation Options Funding, Revitalizing Main Streets, Safer Main Streets, Stimulus Funds, Coronavirus Response and Relief Supplemental Funds, ARPA, SLFRF, or COVID Relief.

II. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII and State personnel records not subject to disclosure under CORA.

JJ. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a).

KK. "**State Fiscal Year**" means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

LL. "**State Purchasing Director**" means the position described in the Colorado Procurement Code and its implementing regulations.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

MM. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

NN. "**Sub-Award**" means this Award by the State to Local Agency funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

OO. "**Subcontractor**" means third parties, if any, engaged by Local Agency to aid in performance of the Work.

PP. "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.

QQ. "**Tax Information**" means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes but is not limited to all information defined as Federal tax Information in Internal Revenue Service Publication 1075.

RR. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

SS. "**USDT**" The United States Department of the Treasury (**USDT**) is the national treasury and finance department of the federal government of the United States where it serves as an executive department. The USDT funds ARPA.

TT. "**Work**" means the delivery of the Goods and performance of the Services in compliance with CDOT's Local Agency Manual described in this Agreement.

UU. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

6. SCOPE OF WORK

Local Agency shall complete the Work as described in this Agreement and in accordance with the provisions of **Exhibit A**, and the Local Agency Manual. The State shall have no liability to compensate Local Agency for the delivery of any Goods or the performance of any Services that are not specifically set forth in this Agreement. Work may be divided into multiple phases that have separate periods of performance. The State may not compensate for Work that Local Agency performs outside of its designated phase performance period. The performance period of phases, including, but not limited to Design, Construction, Right of Way, Utilities, or Environment phases, are identified in **Exhibit C**. The State may unilaterally modify **Exhibit C** from time to time, at its sole discretion, to extend the Agreement Expiration Date and/or to extend the period of performance for a phase of Work authorized under this Agreement. To exercise these options to extend the Agreement Expiration Date and/or to update the phase performance period extension option, the State will provide written notice to Local Agency in a form substantially equivalent to **Exhibit B.** The State's unilateral extension of the Agreement Expiration Date and/or the phase performance periods will not amend or alter in any way the funding provisions or any other terms specified in this Agreement, notwithstanding the options listed under **§7.E**

A. Local Agency Commitments

i. Design

If the Work includes preliminary design, final design, design work sheets, or special provisions and estimates (collectively referred to as the "Plans"), Local Agency shall ensure that it and its Contractors comply with and are responsible for satisfying the following requirements:

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

a. Perform or provide the Plans to the extent required by the nature of the Work.

b. Prepare final design in accordance with the requirements of the latest edition of the American Association of State Highway Transportation Officials (AASHTO) manual or other standard, such as the Uniform Building Code, as approved by the State.

c. Prepare provisions and estimates in accordance with the most current version of the State's Roadway and Bridge Design Manuals and Standard Specifications for Road and Bridge Construction or Local Agency specifications if approved by the State.

d. Include details of any required detours in the Plans in order to prevent any interference of the construction Work and to protect the traveling public.

e. Stamp the Plans as produced by a Colorado registered professional engineer.

f. Provide final assembly of Plans and all other necessary documents.

g. Ensure the Plans are accurate and complete.

h. Make no further changes in the Plans following the award of the construction contract to Contractor unless agreed to in writing by the Parties. The Plans shall be considered final when approved in writing by CDOT, and when final, they will be deemed incorporated herein.

ii. Local Agency Work

a. Local Agency shall comply with the requirements of the Americans With Disabilities Act (ADA) 42 U.S.C. § 12101, et. seq., and applicable federal regulations and standards as contained in the document "ADA Accessibility Requirements in CDOT Transportation Projects".

b. Local Agency shall afford the State ample opportunity to review the Plans and shall make any changes in the Plans that are directed by the State to comply with FHWA requirements.

c. Local Agency may enter into a contract with a Consultant to perform all or any portion of the Plans and/or construction administration. Provided, however, if federal-aid funds are involved in the cost of such Work to be done by such Consultant, such Consultant contract (and the performance provision of the Plans under the contract) must comply with all applicable requirements of 23 C.F.R. Part 172 and with any procedures implementing those requirements as provided by the State, including those in **Exhibit H**. If Local Agency enters into a contract with a Consultant for the Work:

1) Local Agency shall submit a certification that procurement of any Consultant contract complies with the requirements of 23 C.F.R. 172.5(1) prior to entering into such Consultant contract, subject to the State's approval. If not approved by the State, Local Agency shall not enter into such Consultant contract.

2) Local Agency shall ensure that all changes in the Consultant contract have prior approval by the State and FHWA and that they are in writing. Immediately after the Consultant contract has been awarded, one copy of the executed Consultant contract and any amendments shall be submitted to the State.

3) Local Agency shall require that all billings under the Consultant contract comply with the State's standardized billing format. Examples of the billing formats are available from the CDOT Agreements Office.

4) Local Agency (and any Consultant) shall comply with 23 C.F.R. 172.5(b) and (d) and use the CDOT procedures described in **Exhibit H** to administer the Consultant contract.

5) Local Agency may expedite any CDOT approval of its procurement process and/or Consultant contract by submitting a letter to CDOT from Local Agency's attorney/authorized representative certifying compliance with **Exhibit H** and 23 C.F.R. 172.5(b)and (d).

6) Local Agency shall ensure that the Consultant contract complies with the requirements of 49 CFR 18.36(i) and contains the following language verbatim:

(a) The design work under this Agreement shall be compatible with the requirements of the contract between Local Agency and the State (which is incorporated herein by this

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

reference) for the design/construction of the project. The State is an intended third-party beneficiary of this agreement for that purpose.

(b) Upon advertisement of the project work for construction, the consultant shall make available services as requested by the State to assist the State in the evaluation of construction and the resolution of construction problems that may arise during the construction of the project.

(c) The consultant shall review the construction Contractor's shop drawings for conformance with the contract documents and compliance with the provisions of the State's publication, Standard Specifications for Road and Bridge Construction, in connection with this work.

(d) The State, in its sole discretion, may review construction plans, special provisions and estimates and may require Local Agency to make such changes therein as the State determines necessary to comply with State and FHWA requirements.

iii. Construction

If the Work includes construction, Local Agency shall perform the construction in accordance with the approved design plans and/or administer the construction in accordance with **Exhibit E**. Such administration shall include Work inspection and testing; approving sources of materials; performing required plant and shop inspections; documentation of contract payments, testing and inspection activities; preparing and approving pay estimates; preparing, approving and securing the funding for contract modification orders and minor contract revisions; processing construction Contractor claims; construction supervision; and meeting the quality control requirements of the FHWA/CDOT Stewardship Agreement, as described in **Exhibit E**.

a. The State may, after providing written notice of the reason for the suspension to Local Agency, suspend the Work, wholly or in part, due to the failure of Local Agency or its Contractor to correct conditions which are unsafe for workers or for such periods as the State may deem necessary due to unsuitable weather, or for conditions considered unsuitable for the prosecution of the Work, or for any other condition or reason deemed by the State to be in the public interest.

b. Local Agency shall be responsible for the following:

1) Appointing a qualified professional engineer, licensed in the State of Colorado, as Local Agency Project Engineer (LAPE), to perform engineering administration. The LAPE shall administer the Work in accordance with this Agreement, the requirements of the construction contract and applicable State procedures, as defined in the CDOT Local Agency Manual (https://www.codot.gov/business/designsupport/bulletins_manuals/2006-local-agency-manual).

2) For the construction Services, advertising the call for bids, following its approval by the State, and awarding the construction contract(s) to the lowest responsible bidder(s).

(a) All Local Agency's advertising and bid awards pursuant to this Agreement shall comply with applicable requirements of 23 U.S.C. §112 and 23 C.F.R. Parts 633 and 635 and C.R.S. § 24-92-101 et seq. Those requirements include, without limitation, that Local Agency and its Contractor(s) incorporate Form 1273 (Exhibit I) in its entirety, verbatim, into any subcontract(s) for Services as terms and conditions thereof, as required by 23 C.F.R. 633.102(e).

(b) Local Agency may accept or reject the proposal of the apparent low bidder for Work on which competitive bids have been received. Local Agency must accept or reject such bids within three (3) working days after they are publicly opened.

(c) If Local Agency accepts bids and makes awards that exceed the amount of available Agreement Funds, Local Agency shall provide the additional funds necessary to complete the Work or not award such bids.

(d) The requirements of **§6.A.iii.b.2** also apply to any advertising and bid awards made by the State.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

(e) The State (and in some cases FHWA) must approve in advance all Force Account Construction, and Local Agency shall not initiate any such Services until the State issues a written Notice to Proceed.

iv. Right of Way (ROW) and Acquisition/Relocation

a. If Local Agency purchases a ROW for a State highway, including areas of influence, Local Agency shall convey the ROW to CDOT promptly upon the completion of the project/construction.

b. Any acquisition/relocation activities shall comply with all applicable federal and State statutes and regulations, including but not limited to, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, the Uniform Relocation Assistance and Real Property Acquisition Policies for Federal and Federally Assisted Programs, as amended (49 C.F.R. Part 24), CDOT's Right of Way Manual, and CDOT's Policy and Procedural Directives.

c. The Parties' respective responsibilities for ensuring compliance with acquisition, relocation and incidentals depend on the level of federal participation as detailed in CDOT's Right of Way Manual (located at http://www.codot.gov/business/manuals/right-of-way); however, the State always retains oversight responsibilities.

d. The Parties' respective responsibilities at each level of federal participation in CDOT's Right of Way Manual, and the State's reimbursement of Local Agency costs will be determined pursuant the following categories:

1) Right of way acquisition (3111) for federal participation and non-participation;

2) Relocation activities, if applicable (3109);

3) Right of way incidentals, if applicable (expenses incidental to acquisition/relocation of right of way – 3114).

v. Utilities

If necessary, Local Agency shall be responsible for obtaining the proper clearance or approval from any utility company that may become involved in the Work. Prior to the Work being advertised for bids, Local Agency shall certify in writing to the State that all such clearances have been obtained.

vi. Railroads

If the Work involves modification of a railroad company's facilities and such modification will be accomplished by the railroad company, Local Agency shall make timely application to the Public Utilities Commission ("PUC") requesting its order providing for the installation of the proposed improvements. Local Agency shall not proceed with that part of the Work before obtaining the PUC's order. Local Agency shall also establish contact with the railroad company involved for the purpose of complying with applicable provisions of 23 C.F.R. 646, subpart B, concerning federal-aid projects involving railroad facilities, and:

a. Execute an agreement with the railroad company setting out what work is to be accomplished and the location(s) thereof, and which costs shall be eligible for federal participation.

b. Obtain the railroad's detailed estimate of the cost of the Work.

c. Establish future maintenance responsibilities for the proposed installation.

d. Proscribe in the agreement the future use or dispositions of the proposed improvements in the event of abandonment or elimination of a grade crossing.

e. Establish future repair and/or replacement responsibilities, as between the railroad company and the Local Agency, in the event of accidental destruction or damage to the installation.

vii. Environmental Obligations

Local Agency shall perform all Work in accordance with the requirements of current federal and State environmental regulations, including the National Environmental Policy Act of 1969 (NEPA) as applicable.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

viii. Maintenance Obligations

Local Agency shall maintain and operate the Work constructed under this Agreement at its own cost and expense during their useful life, in a manner satisfactory to the State and FHWA. Local Agency shall conduct such maintenance and operations in accordance with all applicable statutes, ordinances, and regulations pertaining to maintaining such improvements. The State and FHWA may make periodic inspections to verify that such improvements are being adequately maintained.

ix. Monitoring Obligations

Local Agency shall respond in a timely manner to and participate fully with the monitoring activities described in **§7.F.vi.**

B. State's Commitments

i. The State will perform a final project inspection of the Work as a quality control/assurance activity. When all Work has been satisfactorily completed, the State will sign the FHWA Form 1212.

ii. Notwithstanding any consents or approvals given by the State for the Plans, the State shall not be liable or responsible in any manner for the structural design, details or construction of any Work constituting major structures designed by, or that are the responsibility of, Local Agency, as identified in **Exhibit E**.

7. PAYMENTS

A. Maximum Amount

Payments to Local Agency are limited to the unpaid, obligated balance of the Agreement Funds set forth in **Exhibit C**. The State shall not pay Local Agency any amount under this Agreement that exceeds the Agreement Maximum set forth in **Exhibit C**.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Local Agency in the amounts and in accordance with conditions set forth in **Exhibit C**.

b. Local Agency shall initiate payment requests by invoice to the State, in a form and manner approved by the State.

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Local Agency and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Local Agency shall make all changes necessary to correct that invoice.

d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

e. If a project is funded in part with Federal or State special funding there may be an expiration date for the funds. The expiration date applies to grants and local funds used to match grants. To receive payment or credit for the match, Work must be completed or substantially completed, as outlined in the terms of the grant, prior to the expiration date of the special funding and invoiced in compliance with the rules outlined in the award of the funding. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under the Agreement.

ii. Interest

Amounts not paid by the State within 45 days after the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 46th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Local Agency shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days interest to be paid and the interest rate.

iii. Payment Disputes

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

If Local Agency disputes any calculation, determination, or amount of any payment, Local Agency shall notify the State in writing of its dispute within 30 days following the earlier to occur of Local Agency'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 Local Agency and may make changes to its determination based on this review. The calculation, determination, or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

a. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Local Agency beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Agreement 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 Agreement Funds, the State's obligation to pay Local Agency 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 Agreement Funds, and the State's liability for such payments shall be limited to the amount remaining of such Agreement Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.C**.

b. If the agreement funds are terminated, the State can terminate the contract early. Payment due for work done to the date of termination will be processed in a manner consistent with **§2.C**.

v. Erroneous Payments

The State may recover, at the State's discretion, payments made to Local Agency in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Local Agency. The State may recover such payments by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Local Agency, or by any other appropriate method for collecting debts owed to the State. The close out of a Federal Award does not affect the right of FHWA or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period (as defined below in **§9.A**.).

vi. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Local Agency Funds

Local Agency shall provide their obligated contribution funds as outlined in **§7.A**. and **Exhibit C**. Local Agency shall have raised the full amount of their funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Local Agency'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 Local Agency and paid into Local Agency's treasury. Local Agency represents to the State that the amount designated "Local Agency Funds" in **Exhibit C** has been legally appropriated for the purpose of this Agreement by its authorized representatives and paid into its treasury. Local Agency may evidence such obligation by an appropriate ordinance/resolution or other authority letter expressly authorizing Local Agency to enter into this Agreement and to expend its match share of the Work. A copy of any such ordinance/resolution or authority letter is attached hereto as **Exhibit D** if applicable. Local Agency 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

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Local Agency. Local Agency shall not pay or be liable for any claimed interest, late charges, fees, taxes, or penalties of any nature, except as required by Local Agency's laws or policies.

D. Reimbursement of Local Agency Costs

The State shall reimburse Local Agency's allowable costs, not exceeding the maximum total amount described in **Exhibit C** and **§7**. However, any costs incurred by Local Agency prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Local Agency for costs or expenses incurred or performance by the Local Agency prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Local Agency. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement. The applicable principles described in 2 C.F.R. Part 200 shall govern the State's obligation to reimburse all costs incurred by Local Agency and submitted to the State for reimbursement hereunder, and Local Agency shall comply with all such principles. The State shall reimburse Local Agency for the federal-aid share of properly documented costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and **Exhibit C**. Local Agency costs for Work performed prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Local Agency costs for Work performed after any Performance Period End Date for a respective phase of the Work, is not reimbursable. Allowable costs shall be:

i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided.

ii. Actual net cost to Local Agency (i.e. the price paid minus any items of value received by Local Agency that reduce the cost actually incurred).

E. Unilateral Modification of Agreement Funds Budget by State Option Letter

The State may, at its discretion, issue an "Option Letter" to Local Agency to add or modify Work phases in the Work schedule in **Exhibit C** if such modifications do not increase total budgeted Agreement Funds. Such Option Letters shall amend and update **Exhibit C**, Sections 2 or 4 of the Table, and sub-sections B and C of the **Exhibit C**. Option Letters shall not be deemed valid until signed by the State Controller or an authorized delegate. **This is NOT a Notice to Proceed**. Modification of **Exhibit C** by unilateral Option Letter is permitted only in the specific scenarios listed below. The State will exercise such options by providing Local Agency a fully executed Option Letter, in a form substantially equivalent to **Exhibit B**. Such Option Letters will be incorporated into this Agreement. This applies to the entire Scope of Work.

i. Option to Begin a Phase and/or Increase or Decrease the Encumbrance Amount

The State may require by Option Letter that Local Agency begin a new Work phase that may include Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous Work (but may not include Right of Way Acquisition/Relocation or Railroads) as detailed in **Exhibit A.** Such Option Letters may not modify the other terms and conditions stated in this Agreement and must decrease the amount budgeted and encumbered for one or more other Work phases so that the total amount of budgeted Agreement Funds remains the same. The State may also change the funding sources so long as the amount budgeted remains the same and the Local Agency contribution does not increase. The State may also issue a unilateral Option Letter to increase and/or decrease the total encumbrance amount of two or more existing Work phases, as long as the total amount of budgeted Agreement Funds remains the same, replacing the original Agreement Funding exhibit (**Exhibit C**) with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

ii. Option to Transfer Funds from One Phase to Another Phase.

The State may require or permit Local Agency to transfer Agreement Funds from one Work phase (Design, Construction, Environmental, Utilities, ROW Incidentals or Miscellaneous) to another phase as a result of changes to State, federal, and local match funding. In such case, the original funding exhibit (**Exhibit C**) will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The Agreement Funds transferred from one Work phase to another are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

fully executed Option Letter to Local Agency within thirty (30) days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iii. Option to Exercise Options i and ii.

The State may require Local Agency to add a Work phase as detailed in **Exhibit A**, and encumber and transfer Agreement Funds from one Work phase to another. The original funding exhibit (**Exhibit C**) in the original Agreement will be replaced with an updated **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.) attached to the Option Letter. The addition of a Work phase and encumbrance and transfer of Agreement Funds are subject to the same terms and conditions stated in the original Agreement with the total budgeted Agreement Funds remaining the same. The State may unilaterally exercise this option by providing a fully executed Option Letter to Local Agency within 30 days before the initial targeted start date of the Work phase, in a form substantially equivalent to **Exhibit B**.

iv. Option to Extend Agreement/Phase Term and/or modify the OMB Uniform Guidance. The State, at its discretion, shall have the option to extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.). In order to exercise this option, the State shall provide written notice to the Local Agency in a form substantially equivalent to **Exhibit B**.

F. Accounting

Local Agency shall establish and maintain accounting systems in accordance with generally accepted accounting standards (a separate set of accounts, or as a separate and integral part of its current accounting scheme). Such accounting systems shall, at a minimum, provide as follows:

i. Local Agency Performing the Work

If Local Agency is performing the Work, it shall document all allowable costs, including any approved Services contributed by Local Agency or subcontractors, using payrolls, time records, invoices, contracts, vouchers, and other applicable records.

ii. Local Agency-Checks or Draws

Checks issued or draws made by Local Agency shall be made or drawn against properly signed vouchers detailing the purpose thereof. Local Agency shall keep on file all checks, payrolls, invoices, contracts, vouchers, orders, and other accounting documents in the office of Local Agency, clearly identified, readily accessible, and to the extent feasible, separate and apart from all other Work documents.

iii. State-Administrative Services

The State may perform any necessary administrative support services required hereunder. Local Agency shall reimburse the State for the costs of any such services from the budgeted Agreement Funds as provided for in **Exhibit C**. If FHWA Agreement Funds are or become unavailable, or if Local Agency terminates this Agreement prior to the Work being approved by the State or otherwise completed, then all actual incurred costs of such services and assistance provided by the State shall be reimbursed to the State by Local Agency at its sole expense.

iv. Local Agency-Invoices

Local Agency's invoices shall describe in detail the reimbursable costs incurred by Local Agency for which it seeks reimbursement, the dates such costs were incurred and the amounts thereof, and Local Agency shall not submit more than one invoice per month.

v. Invoicing Within 60 Days

The State shall not be liable to reimburse Local Agency for any costs invoiced more than 60 days after the date on which the costs were incurred, including costs included in Local Agency's final invoice. The State may withhold final payment to Local Agency at the State's sole discretion until completion of final audit. Any costs incurred by Local Agency that are not allowable under 2 C.F.R. Part 200 shall be Local Agency's responsibility, and the State will deduct such disallowed costs from any payments due to Local Agency. The State will not reimburse costs for Work performed after the Performance Period End Date for a respective Work phase. The State will not reimburse costs for Work performed prior to Performance

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Period End Date, but for which an invoice is received more than 60 days after the Performance Period End Date.

vi. Risk Assessment & Monitoring

Pursuant to 2 C.F.R. 200.331(b), – CDOT will evaluate Local Agency's risk of noncompliance with federal statutes, regulations, and terms and conditions of this Agreement. Local Agency shall complete a Risk Assessment Form (**Exhibit L**) when that may be requested by CDOT. The risk assessment is a quantitative and/or qualitative determination of the potential for Local Agency's non-compliance with the requirements of the Federal Award. The risk assessment will evaluate some or all of the following factors:

- Experience: Factors associated with the experience and history of the Subrecipient with the same or similar Federal Awards or grants.
- Monitoring/Audit: Factors associated with the results of the Subrecipient's previous audits or monitoring visits, including those performed by the Federal Awarding Agency, when the Subrecipient also receives direct federal funding. Include audit results if Subrecipient receives single audit, where the specific award being assessed was selected as a major program.
- Operation: Factors associated with the significant aspects of the Subrecipient's operations, in which failure could impact the Subrecipient's ability to perform and account for the contracted goods or services.
- Financial: Factors associated with the Subrecipient's financial stability and ability to comply with financial requirements of the Federal Award.
- Internal Controls: Factors associated with safeguarding assets and resources, deterring and detecting errors, fraud and theft, ensuring accuracy and completeness of accounting data, producing reliable and timely financial and management information, and ensuring adherence to its policies and plans.
- Impact: Factors associated with the potential impact of a Subrecipient's non-compliance to the overall success of the program objectives.
- Program Management: Factors associated with processes to manage critical personnel, approved written procedures, and knowledge of rules and regulations regarding federal-aid projects.

Following Local Agency's completion of the Risk Assessment Tool (**Exhibit L**), CDOT will determine the level of monitoring it will apply to Local Agency's performance of the Work. This risk assessment may be re-evaluated after CDOT begins performing monitoring activities.

G. Close Out

Local Agency shall close out this Award within 90 days after the Final Phase Performance End Date. If SLFRF Funds are used the Local Agency shall close out that portion of the Award within 45 days after the ARPA Award Expiration Date. Close out requires Local Agency's submission to the State of all deliverables defined in this Agreement, and Local Agency's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If FHWA or US Treasury has not closed this Federal Award within one (1) year and 90 days after the Final Phase Performance End Date due to Local Agency's failure to submit required documentation, then Local Agency may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

8. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to **§19** or pursuant to any exhibit, for any contract having a term longer than 3 months, Local Agency shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten (10) Business Days following the end of each calendar quarter or at such time as otherwise specified by the State. If SLFRF Funds are used the report must be in the format of **Exhibit P**.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

B. Litigation Reporting

If Local Agency 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 Local Agency's ability to perform its obligations under this Agreement, Local Agency shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified in **§16**.

C. Performance and Final Status

Local Agency shall submit all financial, performance and other reports to the State no later than 60 calendar days after the Final Phase Performance End Date or sooner termination of this Agreement, containing an Evaluation of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Local Agency must disclose, in a timely manner, in writing to the State and FHWA, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. Penalties for noncompliance may include suspension or debarment (2 CFR Part 180 and 31 U.S.C. 3321).

9. LOCAL AGENCY RECORDS

A. Maintenance

Local Agency 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 or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Local Agency shall maintain such records for a period (the "Record Retention Period") pursuant to the requirements of the funding source and for a minimum of three (3) years following the date of submission to the State of the final expenditure report, whichever is longer, 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 findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Local Agency in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three (3) years following final disposition of such property.

B. Inspection

Records during the Record Retention Period. Local Agency shall make Local Agency Records available during normal business hours at Local Agency's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two (2) Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State will monitor Local Agency's performance of its obligations under this Agreement using procedures as determined by the State. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. Local Agency shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Local Agency. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Local Agency's performance in a manner that does not unduly interfere with Local Agency's performance of the Work. If Local Agency enters into a subcontract with an entity that would also be considered a Subrecipient, then the subcontract entered into by Local Agency shall contain provisions permitting both Local Agency and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

D. Final Audit Report

Local Agency shall promptly submit to the State a copy of any final audit report of an audit performed on Local Agency's records that relates to or affects this Agreement or the Work, whether the audit is conducted

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

by Local Agency or a third party. Additionally, if Local Agency is required to perform a single audit under 2 CFR 200.501, *et seq*., then Local Agency shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Local Agency shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Local Agency for the sole and exclusive benefit of the State, unless those State Records are otherwise publicly available at the time of disclosure or are subject to disclosure by Local Agency under CORA. Local Agency shall not, without prior written approval of the State, use for Local Agency's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Agreement. Local Agency shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative. If Local Agency or any of its Subcontractors will or may receive the following types of data, Local Agency or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Award as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Award, if applicable. Local Agency shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Local Agency 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. Local Agency shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Agreement, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Local Agency shall provide copies of those signed nondisclosure agreements to the State upon request.

C. Use, Security, and Retention

Local Agency shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Local Agency shall provide the State with access, subject to Local Agency'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, Local Agency shall return State Records provided to Local Agency or destroy such State Records and certify to the State that it has done so, as directed by the State. If Local Agency is prevented by law or regulation from returning or destroying State Confidential Information, Local Agency warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Local Agency 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 Local Agency can establish that none of Local Agency or any of its agents, employees, assigns, or Subcontractors are the cause or source of the Incident, Local Agency shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Local Agency shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

may include, but is not limited to, developing, and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding Personally Identifying Information "PII"

If Local Agency or any of its Subcontracts will or may receive PII under this agreement, Local Agency shall provide for the security for such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Local Agency shall be a "Third Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. In addition, as set forth in § 24-74-102, et. seq., C.R.S., Contractor, including, but not limited to, Contractor's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Contractor is given direct access to any State databases containing PII, Contractor shall execute, on behalf of itself and its employees, the certification attached hereto as **Exhibit S** on an annual basis Contractor's duty and obligation to certify as set forth in **Exhibit S** shall continue as long as Contractor has direct access to any State databases containing PII. If Contractor uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Contractor shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Local Agency shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Local Agency under this Agreement. Such a conflict of interest would arise when a Local Agency or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement. Officers, employees, and agents of Local Agency may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts.

B. Apparent Conflicts of Interest

Local Agency acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Local Agency shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Local Agency's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Local Agency is uncertain whether a conflict or the appearance of a conflict has arisen, Local Agency 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.

12. INSURANCE

Local Agency shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

A. Local Agency Insurance

Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Local Agency shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA. Local Agency shall ensure that each Subcontractor that is not a public entity within the meaning of the GIA, maintains at all times during the terms of this Agreement all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Local Agency or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

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:

a. $1,000,000 each occurrence;

b. $1,000,000 general aggregate;

c. $1,000,000 products and completed operations aggregate; and

d. $50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

iv. Protected Information (this insurance requirement only applies if the Subcontractor has or will have access to State Confidential Information)

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

v. Professional Liability Insurance (this insurance requirement only applies if the Subcontractor is providing professional services including but not limited to engineering, architectural, landscape architectural, professional surveying, industrial hygiene services, or any other commonly understood professional service)

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $1,000,000 general aggregate.

vii. Cyber/Network Security and Privacy Liability

Liability insurance covering all civil, regulatory and statutory damages, contractual damages, data breach management exposure, and any loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJI, and claims based on alleged violations of breach, violation or infringement of right to privacy rights through improper use or disclosure of protected consumer data protection law,

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

a. $1,000,000 each occurrence; and

b. $2,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Local Agency and Subcontractors. In the event of cancellation of any commercial general liability policy, the carrier shall provide at least 10 days prior written notice to CDOT.

D. Primacy of Coverage

Coverage required of Local Agency and each Subcontractor shall be primary over any insurance or self-insurance program carried by Local Agency or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Local Agency and Local Agency shall forward such notice to the State in accordance with **§16** within 7 days of Local Agency's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Local Agency or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Local Agency or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Local Agency under this Agreement, Local Agency shall provide to the State certificates evidencing Local Agency's insurance coverage required in this Agreement within seven (7) Business Days following the Effective Date. Local Agency shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following the Effective Date, except that, if Local Agency's subcontract is not in effect as of the Effective Date, Local Agency shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Local Agency's execution of the subcontract. No later than 15 days before the expiration date of Local Agency's or any Subcontractor's coverage, Local Agency shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Local Agency shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this **§12**.

13. BREACH

A. Defined

The failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Local Agency, or the appointment of a receiver or similar officer for Local Agency or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach.

B. Notice and Cure Period

In the event of a breach, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§14** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the State.

14. REMEDIES

A. State's Remedies

If Local Agency is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§13.B,** shall have all of the remedies listed in this **§14.A.** in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Local Agency's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Local Agency shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Local Agency shall not incur further obligations or render further performance past the effective date of such notice and shall terminate outstanding orders and subcontracts with third parties. However, Local Agency shall complete and deliver to the State all Work not canceled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Local Agency shall assign to the State all of Local Agency's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Local Agency shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Local Agency but in which the State has an interest. At the State's request, Local Agency shall return materials owned by the State in Local Agency's possession at the time of any termination. Local Agency shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Local Agency for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Local Agency was not in breach or that Local Agency's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.C**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Local Agency shall remain liable to the State for any damages sustained by the State in connection with any breach by Local Agency, and the State may withhold payment to Local Agency for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Local Agency is determined. The State may withhold any amount that may be due Local Agency as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Local Agency's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Local Agency to an adjustment in price or cost or an adjustment in the performance schedule. Local Agency shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Local Agency after the suspension of performance.

b. Withhold Payment

Withhold payment to Local Agency until Local Agency corrects its Work.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

c. Deny Payment

Deny payment for Work not performed, or that due to Local Agency's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal from the Work of any of Local Agency's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes a patent, copyright, trademark, trade secret, or other intellectual property right, Local Agency shall, as approved by the State (a) secure that right to use such Work for the State or Local Agency; (b) replace the Work with non infringing Work or modify the Work so that it becomes non infringing; or, (c) remove any infringing Work and refund the amount paid for such Work to the State.

B. Local Agency's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Local Agency, following the notice and cure period in **§13.B** and the dispute resolution process in **§15** shall have all remedies available at law and equity.

15. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Local Agency for resolution.

B. Resolution of Controversies

If the initial resolution described in §15.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Procurement Official of CDOT as described in §24-101-301(30), C.R.S. for resolution in accordance with the provisions of §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

C. Questions of Fact

Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Chief Engineer of the Department of Transportation. The decision of the Chief Engineer will be final and conclusive unless, within 30 calendar days after the date of receipt of a copy of such written decision, Local Agency mails or otherwise furnishes to the State a written appeal addressed to the Executive Director of CDOT. In connection with any appeal proceeding under this clause, Local Agency shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Local Agency shall proceed diligently with the performance of this Agreement in accordance with the Chief Engineer's decision. The decision of the Executive Director or his duly authorized representative for the determination of such appeals shall be final and conclusive and serve as final agency action. This dispute clause does not preclude consideration of questions of law in connection with decisions provided for herein. Nothing in this Agreement, however, shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

16. NOTICES AND REPRESENTATIVES

Each individual identified below shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing and shall be delivered **(i)** by hand with receipt required, **(ii)** by certified or registered mail to such Party's principal representative at the address set forth below or **(iii)** as an email with read receipt requested to the principal representative at the email address, if any, set forth below. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth below. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§16** without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

For the State

Colorado Department of Transportation (CDOT)
Local Agency Coordinator, Don Scanga
CDOT, Region 2
5615 Wills Blvd
Pueblo, CO 81008
719-621-8340
donald.scanga@state.co.us

For the Local Agency

CITY OF PUEBLO
Kelly Grisham, Project Coordinator
211 East D Street
Pueblo, CO 81003
719-553-2254
kgrisham@pueblo.us

17. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Local Agency hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Local Agency or any Subcontractors. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Local Agency is under contract with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire.

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Local Agency hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Local Agency cannot make any of the assignments required by this section, Local Agency hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from,

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Local Agency grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Local Agency that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not the Local Agency is under Agreement with the State at the time, Local Agency shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Local Agency assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives, or other documents, drawings, models, materials, data, and information shall be the exclusive property of the State (collectively, "State Materials"). Local Agency shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Local Agency's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Local Agency shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Local Agency

Local Agency retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Local Agency including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Local Agency under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Local Agency Property"). Local Agency Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

18. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the GIA; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. The following applies through June 30, 2022: no term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

19. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Local Agency under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§19** shall apply. Local Agency agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, §24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of contract performance information in the State's contract management system ("Contract Management System" or "CMS"). Local Agency's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

20. GENERAL PROVISIONS

A. Assignment

Local Agency's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Local Agency's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Local Agency shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Local Agency shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Local Agency in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

C. Binding Effect

Except as otherwise provided in **§20.A.** all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

H. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

I. Jurisdiction and Venue

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.

J. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than contract amendments, shall conform to the policies promulgated by the Colorado State Controller.

K. Statutes, Regulations, Fiscal Rules, and Other Authority.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

L. Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any exhibits or attachment such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. The provisions of the other sections of the main body of this Agreement.
ii. **Exhibit N**, Federal Treasury Provisions.
iii. **Exhibit F**, Certification for Federal-Aid Contracts.
iv. **Exhibit G**, Disadvantaged Business Enterprise.
v. **Exhibit I**, Federal-Aid Contract Provisions for Construction Contracts.
vi. **Exhibit J**, Additional Federal Requirements.
vii. **Exhibit K**, Federal Funding Accountability and Transparency Act of 2006 (FFATA) Supplemental Federal Provisions.
viii. **Exhibit L**, Sample Sub-Recipient Monitoring and Risk Assessment Form.
ix. **Exhibit M**, Supplemental Provisions for Federal Awards Subject to The Office of Management and Budget Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards (the "Uniform Guidance").
x. **Exhibit O**, Agreement with Subrecipient of Federal Recovery Funds.
xi. **Exhibit R**. Applicable Federal Awards.
xii Colorado Special Provisions in the main body of this Agreement.
xiii. **Exhibit A**, Scope of Work.
xiv. **Exhibit H**, Local Agency Procedures for Consultant Services.
xv. **Exhibit B**, Sample Option Letter.
xvi. **Exhibit C**, Funding Provisions.
xvii. **Exhibit P**, SLFRF Subrecipient Quarterly Report.
xviii. **Exhibit Q**, SLFRF Reporting Modification Form.
xix. **Exhibit D**, Local Agency Resolution.
xx. **Exhibit E**, Local Agency Contract Administration Checklist.
xxi. **Exhibit S**, PII Certification.
xxii. **Exhibit T**, Checklist of Required Exhibits Dependent on Funding Source.
xxiii. Other exhibits in descending order of their attachment.

M. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of the Agreement.

N. 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.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§20.C,** 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.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107 C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Local Agency shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Local Agency's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Local Agency shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Compliance with State and Federal Law, Regulations, and Executive Orders

Local Agency shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Agreement.

U. Accessibility

i. Local Agency shall comply with and the Work Product provided under this Agreement 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 the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Local Agency shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

ii. Each Party agrees to be responsible for its own liability incurred as a result of its participation in and performance under this Agreement. In the event any claim is litigated, each Party will be responsible for its own attorneys' fees, expenses of litigation, or other costs. No provision of this Agreement shall be deemed or construed to be a relinquishment or waiver of any kind of the applicable limitations of liability provided to either the Local Agency or the State by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq. and Article XI of the Colorado Constitution. Nothing in the Agreement shall be construed as a waiver of any provision of the State Fiscal Rules.

iii. The State may require Local Agency's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Local Agency'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.

V. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Local Agency. Local Agency shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Local Agency may wish to have in place in connection with this Agreement.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

21. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all contracts. Contractor refers to Local Agency and Contract refers to Agreement.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(19), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S., applicable Local Agency law, rule or regulation.

Financial obligations of the Parties payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S. Any term included in this Contract that limits Contractor's liability that is not void under this section shall apply only in excess of any insurance to be maintained under this Contract, and no insurance policy shall be interpreted as being subject to any limitations of liability of this Contract.

H. SOFTWARE PIRACY PROHIBITION.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

22. FEDERAL REQUIREMENTS

Local Agency and/or their contractors, subcontractors, and consultants shall at all times during the execution of this Agreement strictly adhere to, and comply with, all applicable federal and State laws, and their implementing regulations, as they currently exist and may hereafter be amended. A summary of applicable federal provisions are attached hereto as **Exhibit F**, **Exhibit I**, **Exhibit J**, **Exhibit K**, **Exhibit M, Exhibit N** and **Exhibit O** are hereby incorporated by this reference.

23. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

Local Agency will comply with all requirements of **Exhibit G** and **Exhibit E,** Local Agency Contract Administration Checklist, regarding DBE requirements for the Work, except that if Local Agency desires to use its own DBE program to implement and administer the DBE provisions of 49 C.F.R. Part 26 under this Agreement, it must submit a copy of its program's requirements to the State for review and approval before the execution of this Agreement. If Local Agency uses any State- approved DBE program for this Agreement, Local Agency shall be solely responsible to defend that DBE program and its use of that program against all legal and other challenges or complaints, at its sole cost and expense. Such responsibility includes, without limitation, determinations concerning DBE eligibility requirements and certification, adequate legal and factual bases for DBE goals and good faith efforts. State approval (if provided) of Local Agency's DBE program does not waive or modify the sole responsibility of Local Agency for use of its program.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Exhibit A
Scope of Work

Name of Project: Pueblo 18th Street Bridge Rehab
Project Number: BRO M086-104
SubAccount #: 26412

1. General Description

The culverts and surrounding area will be maintained and repaired. The culverts are 20-35% full of sediment that will be removed. Once the sediment is removed, all five culverts will be cleaned, prepped, and lined with a rust-resistant, spray-on, flexible polymer coating. A substantial amount of erosion that has occurred on the upstream and downstream side of the culverts will be regraded. There are numerous trees and shrubs that will be removed. A rip rap apron will be placed at the inlets and outlets. Additionally, crack-sealing and guardrail replacement will complete the rehabilitation. Supplemental items that will also be part of the project include engineering services, revegetating disturbed areas with upland seeding, channel diversion, mobilization, and traffic control.

If ARPA funds are used, all ARPA funds must be encumbered by December 31, 2024. All work funded by ARPA must be completed by December 31, 2026 and all bills must be submitted to CDOT for payment by January 31, 2027. These bills must be paid by CDOT by March 31, 2027.

By accepting funds for this Scope of Work, Local Agency acknowledges, understands, and accepts the continuing responsibility for the safety of the traveling public after initial acceptance of the project. **Local Agency is responsible for maintaining and operating the scope of work described in this Exhibit A constructed under this Agreement at its own cost and expense during its useful life.**

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT B

SAMPLE IGA OPTION LETTER

Date	State Fiscal Year	Option Letter No.
Project Code	**Original Agreement #**	

Vendor Name:

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous and to update encumbrance amount(s).

Option to unilaterally transfer funds from one phase to another phase.

Option to unilaterally add phasing to include Design, Construction, Environmental, Utilities, ROW incidentals or Miscellaneous, to update encumbrance amount(s), and to unilaterally transfer funds from one phase to another phase.

Option to unilaterally extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify OMB Guidance.

Option A

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to authorize the Local Agency to add a phase and to encumber funds for the phase based on changes in funding availability and authorization. The total encumbrance is (or increased) by $0.00. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option B

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to transfer funds based on variance in actual phase costs and original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option C

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option to 1) release the Local Agency to begin a phase; 2) to encumber funds for the phase based upon changes in funding availability and authorization; and 3) to transfer funds from phases based on variance in actual phase costs and

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

original phase estimates. A new **Exhibit C-1** is made part of the original Agreement and replaces **Exhibit C**.

Option D

In accordance with the terms of the original Agreement between the State of Colorado, Department of Transportation and the Local Agency, the State hereby exercises the option extend the term of this Agreement and/or update a Work Phase Performance Period and/or modify information required under the OMB Uniform Guidance, as outlined in **Exhibit C**. This is made part of the original Agreement and replaces the Expiration Date shown on the Signature and Cover Page. Any updated version of **Exhibit C** shall be attached to any executed Option Letter as **Exhibit C-1** (with subsequent exhibits labeled **C-2**, **C-3**, etc.).

The effective date of this option letter is upon approval of the State Controller or delegate.

STATE OF COLORADO
Jared S. Polis
Department of Transportation

By:_____
Keith Stefanik, P.E., Chief Engineer
(For) Shoshana M. Lew, Executive Director

Date: _____

ALL AGREEMENTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Agreements. This Agreement is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If the Local Agency begins performing prior thereto, the State of Colorado is not obligated to pay the Local Agency for such performance or for any goods and/or services provided hereunder.

STATE OF COLORADO
STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Colorado Department of Transportation

Date:_____

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Fed $ LA Work

EXHIBIT C FUNDING PROVISIONS

City of Pueblo – BRO M086-104 (26412)

A. Cost of Work Estimate

The Local Agency has estimated the total cost the Work to be $560,000.00, which is to be funded as follows:

1. FUNDING

a. Federal Funds (80% of BRO Award)	$448,000.00
b. Local Agency Funds (20% of BRO Award)	$112,000.00
TOTAL FUNDS ALL SOURCES	**$560,000.00**

2. OMB UNIFORM GUIDANCE

a.	Federal Award Identification Number (FAIN):	TBD
b.	Name of Federal Awarding Agency:	FHWA
c.	Local Agency Unique Entity Identifier	NJK3BNUDRHJ7
d.	Assistance Listing # Highway Planning and Construction	ALN 20.205
e.	Is the Award for R&D?	No
f.	Indirect Cost Rate (if applicable)	N/A
g.	Amount of Federal Funds Obligated by this Action:	$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):	$0.00

3. ESTIMATED PAYMENT TO LOCAL AGENCY

a.	Federal Funds Budgeted	$448,000.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs	$0.00

TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY	**80%**	**$448,000.00**
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY	**20%**	**$112,000.00**
TOTAL PROJECT ESTIMATED FUNDING	**100%**	**$560,000.00**

4. FOR CDOT ENCUMBRANCE PURPOSES

a.	Total Encumbrance Amount (Federal funds + Local Agency funds)	$560,000.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109	$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS		**$560,000.00**

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 26412.10.30	Performance Period Start*/End Date TBD – TBD	Design 3020	$0.00
WBS Element 26412.20.10	Performance Period Start*/End Date TBD - TBD	Const. 3301	$0.00

* The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the $560,000.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds $560,000.00, and

additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than $560,000.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1**. **This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be $448,000.00. For CDOT accounting purposes, the federal funds of $448,000.00 and the Local Agency funds of $112,000.00 will be encumbered for a total encumbrance of $560,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total budget is $560,000.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. The maximum amount payable will be reduced without amendment when the actual amount of the Local Agency's awarded Agreement is less than the budgeted total of the federal funds and the Local Agency funds. The maximum amount payable will be reduced through the execution of an Option Letter as described in Section 7. E. of this contract. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving $750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. **Expenditure less than $750,000**
If the Local Agency expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. **Expenditure of $750,000 or more-Highway Funds Only**
If the Local Agency expends $750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. **Expenditure of $750,000 or more-Multiple Funding Sources**
If the Local Agency expends $750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. **Independent CPA**
Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

City Clerk's Office Item # R6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 26, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

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

SUMMARY:

This Ordinance approves an Intergovernmental Agreement (“IGA”) between Pueblo, a Colorado Municipal Corporation (“City”) and the State of Colorado, Colorado Department of Transportation (“CDOT”) accepting a grant in the amount of $448,000, creates Project Account CI2446 for Pueblo 18th Street Rehabilitation Project, transfers $112,000 for the required 20% match from Project Account HUAN01, and budgets and appropriates funds totaling $560,000 for the Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance accepts the Off-System Bridge Program (BRO) grant award for 18th Street Bridge.

The City submitted a grant to CDOT for the 18th Street Bridge Rehab Project. Pueblo’s

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

West Side has always been somewhat disconnected and isolated from the rest of Pueblo. Just last year, the remaining two blocks of W. 18th have been built. Now there is a complete connection between the W. 18th St bridge and CO State Hwy 45A.

The 18th Street bridge, built in 1973, spans across Wildhorse and Dry Creek. The culverts and surrounding area are in need of maintenance and repairs and are necessary to prolong the life of the culverts and bridge structure, to ensure the culverts are functioning as designed in the floodway, and have the intended flow capacity needed. Upon inspection, the City of Pueblo has determined that the culverts are 20-35% full of sediment which needs to be removed. Once the sediment is removed, all five culverts will be lined with Culvert Armoring to combat the rusting and pin holes. This lining should increase the service life of the culverts by 50 years.

A substantial amount of erosion has occurred on the upstream and downstream side of the culverts that will require regrading. The regrading will allow for a more distributed flow among the culverts. There are a numerous number of trees and shrubs hindering flow that will be removed. Removing these trees and shrubs will protect the culverts and bridge structure from any displacement or abrasions from the root systems. A rip rap apron will be placed at the inlets and outlets to prevent these erosion and sediment issues from occurring again. Additionally, crack-sealing and guardrail replacement will complete the rehabilitation.

The Department of Public Works has reviewed and is familiar with the grant application, award, and associated draft agreement, and to the best of our knowledge and belief, the City has the present ability to comply with all monetary expenditures, special conditions, certifications and assurances therein contained.

FINANCIAL IMPLICATIONS:

The matching funds in the amount of $112,000.00 will be transferred from Project Account HUAN01, Street Resurfacing to Project Account CI2446, 18th Street Bridge Rehabilitation. Funds in the amount of $560,000.00 shall be budgeted and appropriated for Project Account CI2446.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the improvements without the funding from the Off-System Bridge Program funds.

RECOMMENDATION:

Approve the Ordinance.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

ATTACHMENTS:

1. Draft Agreement (26412)

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

ORDINANCE NO. 10762

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

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

SECTION 1.

Project Account CI2446, 18th Street Bridge Rehabilitation Project, is hereby established.

SECTION 2.

The Intergovernmental Agreement (“IGA”) between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the State of Colorado, acting with and through the Colorado Department of Transportation ("CDOT"), Project: BRO M086-104 (26412), Pueblo 18th Street Bridge Rehab, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Funds in the amount of $112,000.00 are hereby transferred from Project Account HUAN01, Street Resurfacing to Project Account CI2446, 18th Street Bridge Rehabilitation Project, and budgeted and appropriated for the 18th Street Bridge Rehabilitation Project Account, CI2446.

SECTION 4.

Subject to encumbrances by the Colorado State Department of Transportation, funds in the amount of $560,000.00 are hereby budgeted and appropriated for the 18th Street Bridge Rehabilitation into Project Account CI2446.

SECTION 5.

The Mayor is authorized to execute and deliver the IGA in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

SECTION 6.

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

SECTION 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 12, 2024.

Final adoption of Ordinance by City Council on August 26, 2024.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 8/28/2024 | 8:12 AM 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

Signed by:
Vince Petkosek
330F90D300E24F8...
Deputy City Clerk

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Exhibit E:
Local Agency Administration Checklist

COLORADO DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY CONTRACT ADMINISTRATION CHECKLIST

Project No.	STIP No.	Project Code	Region
BRO M086-104	SR25164.086	26412	2

Project Location	Date
Pueblo 18th Street Bridge in Pueblo Colorado	5/14/2024

Project Description
Pueblo 18th Street Bridge Rehab

Local Agency	Local Agency Project Manager
The City of Pueblo	Kelly Grisham
CDOT Resident Engineer	**CDOT Project Manager**
Lachelle Davis	Don Scanga

INSTRUCTIONS:
This checklist shall be utilized to establish the contract administration responsibilities of the individual parties to this agreement. The checklist becomes an attachment to the Local Agency agreement. Section numbers correspond to the applicable chapters of the *CDOT Local Agency Manual*.

The checklist shall be prepared by placing an "X" under the responsible party, opposite each of the tasks. The “X” denotes the party responsible for initiating and executing the task. Only one responsible party should be selected. When neither CDOT nor the Local Agency is responsible for a task, not applicable (NA) shall be noted. In addition, a “#” will denote that CDOT must concur or approve.

Tasks that will be performed by Headquarters staff will be indicated. The Regions, in accordance with established policies and procedures, will determine who will perform all other tasks that are the responsibility of CDOT.

The checklist shall be prepared by the CDOT Resident Engineer or the CDOT Project Manager, in cooperation with the Local Agency Project Manager, and submitted to the Region Program Engineer. If contract administration responsibilities change, the CDOT Resident Engineer, in cooperation with the Local Agency Project Manager, will prepare and distribute a revised checklist.

Note:
Failure to comply with applicable Federal and State requirements may result in the loss of Federal or State participation in funding.

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	RESPONSIBLE PARTY CDOT
TIP / STIP AND LONG-RANGE PLANS			
2.1	Review Project to ensure it is consist with STIP and amendments thereto		X
FEDERAL FUNDING OBLIGATION AND AUTHORIZATION			
4.1	Authorize funding by phases (CDOT Form 418 - Federal-aid Program Data. Requires FHWA concurrence/involvement)		X
PROJECT DEVELOPMENT			
5.1	Prepare Design Data - CDOT Form 463	X	X
5.2	Prepare Local Agency/CDOT Inter-Governmental Agreement (see also Chapter 3)		X
5.3	Conduct Consultant Selection/Execute Consultant Agreement	X	
5.4	Conduct Design Scoping Review Meeting	X	
5.5	Conduct Public Involvement	X	
5.6	Conduct Field Inspection Review (FIR)	X	
5.7	Conduct Environmental Processes (may require FHWA concurrence/involvement)	X	
5.8	Acquire Right-of-Way (may require FHWA concurrence/involvement)	X	
5.9	Obtain Utility and Railroad Agreements	X	
5.10	Conduct Final Office Review (FOR)	X	
5.11	Justify Force Account Work by the Local Agency	X	
5.12	Justify Proprietary, Sole Source, or Local Agency Furnished Items	X	
5.13	Document Design Exceptions - CDOT Form 464	X	
5.14	Prepare Plans, Specifications and Construction Cost Estimates	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
5.15	Ensure Authorization of Funds for Construction		X
PROJECT DEVELOPMENT CIVIL RIGHTS AND LABOR COMPLIANCE			
6.1	Set Underutilized Disadvantaged Business Enterprise (UBDE) Goals for Consultant and Construction Contracts (CDOT Region EEO/Civil Rights Specialist)		X
6.2	Determine Applicability of Davis-Bacon Act This project ☐ is X is not exempt from Davis-Bacon requirements as determined by the functional classification of the project location (Projects located on local roads and rural minor collectors may be exempt.) Lachelle Davis 5/14/2024 CDOT Resident Engineer (Signature on File) Date		X
6.3	Set On-the-Job Training Goals. Goal is zero if total construction is less than $1 million (CDOT Region EEO/Civil Rights Specialist)		X
6.4	Title VI Assurances	X	
	Ensure the correct Federal Wage Decision, all required Disadvantaged Business Enterprise/On-the-Job Training special provisions and FHWA Form 1273 are included in the Contract (CDOT Resident Engineer)		X
ADVERTISE, BID AND AWARD			
7.1	Obtain Approval for Advertisement Period of Less Than Three Weeks	X	
7.2	Advertise for Bids	X	
7.3	Distribute "Advertisement Set" of Plans and Specifications	X	
7.4	Review Worksite and Plan Details with Prospective Bidders While Project Is Under Advertisement	X	
7.5	Open Bids	X	
7.6	Process Bids for Compliance		
	Check CDOT Form 715 - Certificate of Proposed Underutilized DBE Participation when the low bidder meets UDBE goals		X
	Evaluate CDOT Form 718 - Underutilized DBE Good Faith Effort Documentation and determine if the Contractor has made a good faith effort when the low bidder does not meet DBE goals		X
	Submit required documentation for CDOT award concurrence	X	
7.7	Concurrence from CDOT to Award		X
7.8	Approve Rejection of Low Bidder		X
7.9	Award Contract	X	
7.10	Provide "Award" and "Record" Sets of Plans and Specifications	X	
CONSTRUCTION MANAGEMENT			
8.1	Issue Notice to Proceed to the Contractor	X	
8.2	Project Safety	X	X
8.3	Conduct Conferences:		
	Pre-Construction Conference (Appendix B)	X	
	Pre-survey • Construction staking • Monumentation	 X X	
	Partnering (Optional)	X	
	Structural Concrete Pre-Pour (Agenda is in *CDOT Construction Manual)*	X	
	Concrete Pavement Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
	HMA Pre-Paving (Agenda is in *CDOT Construction Manual)*	X	
8.4	Develop and distribute Public Notice of Planned Construction to media and local residents	X	
8.5	Supervise Construction		
	A Professional Engineer (PE) registered in Colorado, who will be "in responsible charge of construction supervision." Kurt Patrick 719-553-2283 Local Agency Professional Engineer or Phone number CDOT Resident Engineer	X	
	Provide competent, experienced staff who will ensure the Contract work is constructed in accordance with the plans and specifications	X	

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY LA	CDOT
	Construction inspection and documentation	X	
8.6	Approve Shop Drawings	X	
8.7	Perform Traffic Control Inspections	X	
8.8	Perform Construction Surveying	X	
8.9	Monument Right-of-Way	X	
8.10	Prepare and Approve Interim and Final Contractor Pay Estimates Provide the name and phone number of the person authorized for this task. Kelly Grisham 719-553-2254 Local Agency Representative Phone number	X	
8.11	Prepare and Approve Interim and Final Utility and Railroad Billings	X	
8.12	Prepare and Authorize Change Orders	X	
8.13	Submit Change Order Package to CDOT	X	
8.14	Prepare Local Agency Reimbursement Requests	X	
8.15	Monitor Project Financial Status	X	
8.16	Prepare and Submit Monthly Progress Reports	X	
8.17	Resolve Contractor Claims and Disputes	X	
8.18	Conduct Routine and Random Project Reviews Provide the name and phone number of the person responsible for this task. Don Scanga 719-546-5434 CDOT Resident Engineer Phone number		X
	MATERIALS		
9.1	Discuss Materials at Pre-Construction Meeting • Buy America documentation required **prior to** installation of steel	X	
9.2	Complete CDOT Form 250 - Materials Documentation Record • Generate form, which includes determining the minimum number of required tests and applicable material submittals for all materials placed on the project • Update the form as work progresses • Complete and distribute form after work is completed	 X X	X
9.3	Perform Project Acceptance Samples and Tests	X	
9.4	Perform Laboratory Verification Tests	X	
9.5	Accept Manufactured Products Inspection of structural components: • Fabrication of structural steel and pre-stressed concrete structural components • Bridge modular expansion devices (0” to 6” or greater) • Fabrication of bearing devices	X X X X	
9.6	Approve Sources of Materials	X	
9.7	Independent Assurance Testing (IAT), Local Agency Procedures ☐ CDOT Procedures X • Generate IAT schedule • Schedule and provide notification • Conduct IAT	 X X X	
9.8	Approve mix designs • Concrete • Hot mix asphalt	 X X	
9.9	Check Final Materials Documentation	X	
9.10	Complete and Distribute Final Materials Documentation	X	
	CONSTRUCTION CIVIL RIGHTS AND LABOR COMPLIANCE		
10.1	Fulfill Project Bulletin Board and Pre-Construction Packet Requirements	X	
10.2	Process CDOT Form 205 - Sublet Permit Application Review and sign completed CDOT Form 205 for each subcontractor, and submit to EEO/Civil Rights Specialist	X	

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

NO.	DESCRIPTION OF TASK	RESPONSIBLE PARTY	
		LA	CDOT
10.3	Conduct Equal Employment Opportunity and Labor Compliance Verification Employee Interviews. Complete CDOT Form 280	X	
10.4	Monitor Disadvantaged Business Enterprise Participation to Ensure Compliance with the "Commercially Useful Function" Requirements	X	
10.5	Conduct Interviews When Project Utilizes On-the-Job Trainees. Complete CDOT Form 200 - OJT Training Questionnaire	X	
10.6	Check Certified Payrolls (Contact the Region EEO/Civil Rights Specialists for training requirements.)	X	
10.7	Submit FHWA Form 1391 - Highway Construction Contractor's Annual EEO Report	X	
FINALS			
11.1	Conduct Final Project Inspection. Complete and submit CDOT Form 1212 - Final Acceptance Report (Resident Engineer with mandatory Local Agency participation.)		X
11.2	Write Final Project Acceptance Letter	X	
11.3	Advertise for Final Settlement	X	
11.4	Prepare and Distribute Final As-Constructed Plans	X	
11.5	Prepare EEO Certification	X	
11.6	Check Final Quantities, Plans, and Pay Estimate; Check Project Documentation; and submit Final Certifications	X	
11.7	Check Material Documentation and Accept Final Material Certification (See Chapter 9)	X	
11.8	Obtain CDOT Form 17 from the Contractor and Submit to the Resident Engineer	X	
11.9	Obtain FHWA Form 47 - Statement of Materials and Labor Used … from the Contractor	X	
11.10	Complete and Submit CDOT Form 1212 – Final Acceptance Report (by CDOT)		X
11.11	Process Final Payment	X	
11.12	Complete and Submit CDOT Form 950 - Project Closure		X
11.13	Retain Project Records for Six Years from Date of Project Closure		X
11.14	Retain Final Version of Local Agency Contract Administration Checklist	X	

cc: CDOT Resident Engineer/Project Manager
CDOT Region Program Engineer
CDOT Region EEO/Civil Rights Specialist
CDOT Region Materials Engineer
CDOT Contracts and Market Analysis Branch
Local Agency Project Manager

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT F

CERTIFICATION FOR FEDERAL-AID CONTRACTS

The Local Agency certifies, by signing this Agreement, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, Agreement, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer of Congress, or an employee of a Member of Congress in connection with this Federal contract, Agreement, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such sub- recipients shall certify and disclose accordingly.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT G

DISADVANTAGED BUSINESS ENTERPRISES

SECTION 1. Policy

It is the policy of the Colorado Department of Transportation (CDOT) that Disadvantaged Business Enterprises (DBEs) shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement, pursuant to 49 CFR Part 26. Accordingly, CDOT's federally approved DBE Program Plan shall apply to this agreement.

SECTION 2. Subrecipient and Participant Obligation.

The Local Agency and its subrecipients agrees to ensure that DBEs certified through the Colorado Unified Certification Program have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement.

All participants on contracts and subcontracts financed in whole or in part with Federal funds provided under this Agreement shall take all necessary and reasonable steps in accordance with the CDOT's federally approved DBE Program Plan to ensure that DBEs have the maximum opportunity to compete for and perform contracts.

Local Agency subrecipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of CDOT and federally assisted contracts.

SECTION 3. DBE Program.

The Local Agency subrecipient shall be responsible for complying with CDOT's FHWA-approved DBE Program Plan.

Local Agency requirements can be found at:

https://www.codot.gov/business/civilrights

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT H

LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES

Title 23 Code of Federal Regulations (CFR) 172 applies to a federally funded Local Agency project agreement administered by CDOT that involves professional consultant services. 23 CFR 172.1 states "The policies and procedures involve federally funded contracts for engineering and design related services for projects subject to the provisions of 23 U.S.C. 112(a) and are issued to ensure that a qualified consultant is obtained through an equitable selection process, that prescribed work is properly accomplished in a timely manner, and at fair and reasonable cost" and according to 23 CFR 172.5 "Price shall not be used as a factor in the analysis and selection phase." Therefore, local agencies must comply with these CFR requirements when obtaining professional consultant services under a federally funded consultant contract administered by CDOT.

CDOT has formulated its procedures in Procedural Directive (P.D.) 400.1 and the related operations guidebook titled "Obtaining Professional Consultant Services". This directive and guidebook incorporate requirements from both Federal and State regulations, i.e., 23 CFR 172 and CRS §24-30-1401 et seq. Copies of the directive and the guidebook may be obtained upon request from CDOT's Agreements and Consultant Management Unit. [Local agencies should have their own written procedures on file for each method of procurement that addresses the items in 23 CFR 172].

Because the procedures and laws described in the Procedural Directive and the guidebook are quite lengthy, the subsequent steps serve as a short-hand guide to CDOT procedures that a Local Agency must follow in obtaining professional consultant services. This guidance follows the format of 23 CFR 172. The steps are:

1. The contracting Local Agency shall document the need for obtaining professional services.

2. Prior to solicitation for consultant services, the contracting Local Agency shall develop a detailed scope of work and a list of evaluation factors and their relative importance. The evaluation factors are those identified in C.R.S. 24-30-1403. Also, a detailed cost estimate should be prepared for use during negotiations.

3. The contracting agency must advertise for contracts in conformity with the requirements of C.R.S. 24-30-1405. The public notice period, when such notice is required, is a minimum of 15 days prior to the selection of the three most qualified firms and the advertising should be done in one or more daily newspapers of general circulation.

4. The Local Agency shall not advertise any federal aid contract without prior review by the CDOT Regional Civil Rights Office (RCRO) to determine whether the contract shall be subject to a DBE contract goal. If the RCRO determines a goal is necessary, then the Local Agency shall include the goal and the applicable provisions within the advertisement. The Local Agency shall not award a contract to any Contractor or Consultant without the confirmation by the CDOT Civil Rights and Business Resource Center that the Contractor or Consultant has demonstrated good faith efforts. The Local Agency shall work with the CDOT RCRO to ensure compliance with the established terms during the performance of the contract.

5. The Local Agency shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. For construction projects, this time period shall be reduced to seven days in accordance with Colorado Revised Statute 24-91-103(2). If the Local Agency withholds retainage from contractors and/or allows contractors to withhold retainage from subcontractors, such retainage provisions must comply with 49 CFR 26.29.

6. Payments to all Subconsultants shall be made within thirty days of receipt of payment from [the Local Agency] or no later than ninety days from the date of the submission of a complete invoice from the Subconsultant, whichever occurs first. If the Consultant has good cause to dispute an amount invoiced by a Subconsultant, the Consultant shall notify [the Local Agency] no later than the required date for payment. Such notification shall include the amount disputed and justification for the withholding. The Consultant shall maintain records of payment that show amounts paid to all Subconsultants. Good cause does not include the Consultant's failure to submit an invoice to the Local Agency or to deposit payments made.

7. The analysis and selection of the consultants shall be done in accordance with CRS §24-30-1403. This section of the regulation identifies the criteria to be used in the evaluation of CDOT pre-qualified prime consultants and their team. It also shows which criteria are used to short-list and to make a final selection.

The short-list is based on the following evaluation factors:

a. Qualifications,

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

b. Approach to the Work,

c. Ability to furnish professional services.

d. Anticipated design concepts, and

e. Alternative methods of approach for furnishing the professional services.

Evaluation factors for final selection are the consultant's:

a. Abilities of their personnel,

b. Past performance,

c. Willingness to meet the time and budget requirement,

d. Location,

e. Current and projected work load,

f. Volume of previously awarded contracts, and

g. Involvement of minority consultants.

8. Once a consultant is selected, the Local Agency enters into negotiations with the consultant to obtain a fair and reasonable price for the anticipated work. Pre-negotiation audits are prepared for contracts expected to be greater than $50,000. Federal reimbursements for costs are limited to those costs allowable under the cost principles of 48 CFR 31. Fixed fees (profit) are determined with consideration given to size, complexity, duration, and degree of risk involved in the work. Profit is in the range of six to 15 percent of the total direct and indirect costs.

9. A qualified Local Agency employee shall be responsible and in charge of the Work to ensure that the workbeing pursued is complete, accurate, and consistent with the terms, conditions, and specifications of the contract. At the end of Work, the Local Agency prepares a performance evaluation (a CDOT form is available) on the consultant.

CRS §§24-30-1401 THROUGH 24-30-1408, 23 CFR PART 172, AND P.D. 400.1, PROVIDE ADDITIONALDETAILS FOR COMPLYING WITH THE PRECEEDING EIGHT (8) STEPS.

EXHIBIT I

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Non-segregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
XI. Certification Regarding Use of Contract Funds for Lobbying
XII. Use of United States-Flag Vessels:

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

> "It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, sexual orientation, gender identity, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
(1) Withholding monthly progress payments;
(2) Assessing sanctions;
(3) Liquidated damages; and/or
(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

(ii) The classification is used in the area by the construction industry; and

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is used in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

d. *Fringe benefits not expressed as an hourly rate.* Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (*e.g.,* the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at *https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf* or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(4) *Use of Optional Form WH–347.* The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph 3.b.(3) of this section.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001.

11. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. Anti-retaliation. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)
This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT J

ADDITIONAL FEDERAL REQUIREMENTS

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

Executive Order 11246

Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60) (All construction contracts awarded in excess of $10,000 by the Local Agencies and their contractors or the Local Agencies).

Copeland "Anti-Kickback" Act

The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and sub-Agreements for construction or repair).

Davis-Bacon Act

The Davis-Bacon Act (40 U.S.C. 276a to a-7) as supplemented by Department of Labor regulations (29 CFR Part 5) (Construction contracts in excess of $2,000 awarded by the Local Agencies and the Local Agencies when required by Federal Agreement program legislation. This act requires that all laborers and mechanics employed by contractors or sub-contractors to work on construction projects financed by federal assistance must be paid wages not less than those established for the locality of the project by the Secretary of Labor).

Contract Work Hours and Safety Standards Act

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by the Local Agency's in excess of $2,000, and in excess of $2,500 for other contracts which involve the employment of mechanics or laborers).

Clean Air Act

Standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368). Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15) (contracts, subcontracts, and sub-Agreements of amounts more than $100,000).

Energy Policy and Conservation Act

Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).

OMB Circulars

Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever is applicable.

Hatch Act

The Hatch Act (5 USC 1501-1508) and Public Law 95-454 Section 4728. These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally assisted programs.

Nondiscrimination

The Local Agency shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color national origin, sex, age or disability. Prior to the receipt of any Federal financial assistance from CDOT, the Local Agency shall execute the attached Standard DOT Title VI assurance. As appropriate, the Local Agency shall include Appendix A, B, or C to the Standard DOT Title VI assurance in any contract utilizing federal funds, land, or other aid. The Local Agency shall also include the following in all contract advertisements:

> *The [Local Agency], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (79 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, DBEs will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for any award.*

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

ADA

In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.

Uniform Relocation Assistance and Real Property Acquisition Policies Act

The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91-646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).

Drug-Free Workplace Act

The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.).

Age Discrimination Act of 1975

The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45 C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.

23 C.F.R. Part 172

23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".

23 C.F.R Part 633

23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".

23 C.F.R. Part 635

23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973

Title VI of the Civil Rights Act of 1964 and 162(a) of the Federal Aid Highway Act of 1973. The requirements for which are shown in the Nondiscrimination Provisions, which are attached hereto and made a part hereof.

Nondiscrimination Provisions:

In compliance with Title VI of the Civil Rights Act of 1964 and with Section 162(a) of the Federal Aid Highway Act of 1973, the Contractor, for itself, its assignees, and successors in interest, agree as follows:

i. Compliance with Regulations

The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.

ii. Nondiscrimination

The Contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, mental or physical handicap or national origin in the selection and retention of Subcontractors, including procurement of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix C of the Regulations.

iii. Solicitations for Subcontracts, Including Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

iv. Information and Reports

The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of the Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the State, or the FHWA as appropriate and shall set forth what efforts have been made to obtain the information.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

v. Sanctions for Noncompliance

In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Agreement, the State shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to: **a.** Withholding of payments to the Contractor under the contract until the Contractor complies, and/or **b.** Cancellation, termination or suspension of the contract, in whole or in part.

Incorporation of Provisions §22

The Contractor will include the provisions of this Exhibit J in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, orders, or instructions issued pursuant thereto. The Contractor will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that, in the event the Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or supplier as a result of such direction, the Contractor may request the State to enter into such litigation to protect the interest of the State and in addition, the Contractor may request the FHWA to enter into such litigation to protect the interests of the United States.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

SAMPLE

The United States Department of Transportation (USDOT) Standard Title VI/Non-Discrimination

Assurances for Local Agencies

DOT Order No. 1050.2A

The [Local Agency] (herein referred to as the "Recipient"), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Colorado Department of Transportation and the Federal Highway Administration (FHWA), Federal Transit Administration (FTA), and Federal Aviation Administration (FAA), is subject to and will comply with the following:

Statutory/Regulatory Authorities

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

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

General Assurances

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

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

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

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FHWA, FTA, and FAA assisted programs:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated or will be (with regard to a "facility") operated or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all FHWA, FTA and FAA programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
3. "The [Local Agency] in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 US.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

4. to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
5. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

6. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

7. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

8. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

9. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

10. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

11. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

12. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the [Local Agency] also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA, FTA, and FAA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigationsconducted by CDOT, FHWA, FTA, or FAA. You must keep records, reports, and submit the material for review

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

upon request to CDOT, FHWA, FTA, or FAA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

[Local Agency] gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FHWA, FTA, and FAA. This ASSURANCE is binding on [Local Agency], other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FHWA, FTA, and FAA funded programs. The person(s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

_____

(***Name of Recipient***)

by_____

(***Signature of Authorized Official***)

DATED_____

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

APPENDIX A

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

1. **Compliance with Regulations**: The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, FHWA, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination**: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment**: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports**: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the [Local Agency], CDOT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the [Local Agency], CDOT or FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance**: In the event of a contractor's noncompliance with the non-discrimination provisions of this contract, the [Local Agency] will impose such contract sanctions as it, CDOT or FHWA may determine to be appropriate, including, but not limited to:

   a. withholding payments to the contractor under the contract until the contractor complies; and/or
   b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions**: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the [Local Agency], CDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the [Local Agency] will accept title to the lands and maintain the project constructed thereon in accordance with (***Name of Appropriate Legislative Authority***), the Regulations for the Administration of (***Name of Appropriate Program***), and the policies and procedures prescribed by the FHWA of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the [Local Agency] all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto [Local Agency] and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the [Local Agency] its successors and assigns.

The [Local Agency], in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the [Local Agency] will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the [Local Agency] pursuant to the provisions of Assurance 7(a):

A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued. *

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the [Local Agency] will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the [Local Agency] and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by [Local Agency] pursuant to the provisions of Assurance 7(b):

A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non- discrimination covenants, [Local Agency] will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued. *

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, [Local Agency] will there upon revert to and vest in and become the absolute property of [Local Agency] of Transportation and its assigns. *

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination onthe basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601),(prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis ofsex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on thebasis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, orsex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability ofTitle VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all ofthe programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation,and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT K

FFATA SUPPLEMENTAL FEDERAL PROVISIONS

State of Colorado
Supplemental Provisions for
Federally Funded Contracts, Grants, and Purchase Orders
Subject to
The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended
Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental 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 Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. **Definitions.** For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below.

1.1. **"Award"** means an award of Federal financial assistance that a non-Federal Entity receives or administers in the form of:

1.1.1. Grants;
1.1.2. Contracts;
1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
1.1.4. Loans;
1.1.5. Loan Guarantees;
1.1.6. Subsidies;
1.1.7. Insurance;
1.1.8. Food commodities;
1.1.9. Direct appropriations;
1.1.10. Assessed and voluntary contributions; and
1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

Award ***does not*** include:

1.1.12. Technical assistance, which provides services in lieu of money;
1.1.13. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
1.1.14. Any award classified for security purposes; or
1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).

1.2. **"Contract"** means the contract to which these Supplemental Provisions are attached and includes all Award types in **§1.1.1** through **1.1.11** above.

1.3. **"Contractor"** means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

1.4. **"Data Universal Numbering System (DUNS) Number"** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet's website may be found at: http://fedgov.dnb.com/webform.

1.5. **"Entity"** means all of the following as defined at 2 CFR part 25, subpart C;

1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
1.5.2. A foreign public entity;
1.5.3. A domestic or foreign non-profit organization;

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

1.5.4. A domestic or foreign for-profit organization; and

1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.

1.6. **"Executive"** means an officer, managing partner or any other employee in a management position.

1.7. **"Federal Award Identification Number (FAIN)"** means an Award number assigned by a Federal agency to a Prime Recipient.

1.8. **"FFATA"** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109- 282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the "Transparency Act."

1.9. **"Prime Recipient"** means a Colorado State agency or institution of higher education that receives an Award.

1.10. **"Subaward"** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient's support in the performance of all or any portion of the substantive project or program for which the Award was granted.

1.11. **"Subrecipient"** means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term "Subrecipient" includes and may be referred to as Subgrantee.

1.12. **"Subrecipient Parent DUNS Number"** means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.

1.13. **"Supplemental Provisions"** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act of 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

1.14. **"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.

1.15. **"Total Compensation"** means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:

1.15.1. Salary and bonus;

1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

1.15.4. Change in present value of defined benefit and actuarial pension plans;

1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

1.16. "**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. The Transparency Act also is referred to as FFATA.

1.17 "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

2. **Compliance.** Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**

   3.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.

   3.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

4. **Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

   4.1. The total Federal funding authorized to date under the Award is $25,000 or more; and

   4.2. In the preceding fiscal year, Contractor received:

      4.2.1. 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

      4.2.2. $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

   4.3. 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.

5. **Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract, as provided in **§2** above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at http://www.colorado.gov/dpa/dfp/sco/FFATA.htm.

6. **Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards as of October 1, 2010, if the initial award is $25,000 or more. If the initial Award is below $25,000 but subsequent Award modifications result in a total Award of $25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $25,000. If the initial Award is $25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $25,000, the Award shall continue to be subject to the reporting requirements.

7. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

7.1 To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM ***for each*** Federal Award Identification Number no later than the end of the month following the month in which theSubaward was made:

7.1.1 Subrecipient DUNS Number;

7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;

7.1.3 Subrecipient Parent DUNS Number;

7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, andCongressional District;

7.1.5 Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met;and

7.1.6 Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of theContract, the following dataelements:

7.2.1 Subrecipient's DUNS Number as registered in **SAM**.

7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zipcode + 4, and Congressional District.

8. Exemptions.

8.1. These Supplemental 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.

8.2 A Contractor 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.

8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangementas defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.

8.4 There are no Transparency Act reporting requirements for Vendors.

Event of Default. Failure to comply with these Supplemental Provisions shall constitute an event of default under theContract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT L

SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT

CDOT SUBRECIPIENT RISK ASSESSMENT	Date:	
Name of Entity (Subrecipient):		
Name of Project / Program:		
Estimated Award Period:		
Entity Executive Director or VP:		
Entity Chief Financial Officer:		
Entity Representative for this Self Assessment:		

Instructions: (See "Instructions" tab for more information) *1. Check only one box for each question. All questions are required to be answered.* *2. Utilize the "Comment" section below the last question for additional responses.* *3. When complete, check the box at the bottom of the form to authorize.*	Yes	No	N/A
EXPERIENCE ASSESSMENT	Yes	No	N/A
1 Is your entity new to operating or managing federal funds (has not done so within the past three years)?	☐	☐	
2 Is this funding program new for your entity (managed for less than three years)? *Examples of funding programs include CMAQ, TAP, STP-M, etc.*	☐	☐	
3 Does your staff assigned to the program have at least three full years of experience with this federal program?	☐	☐	
MONITORING/AUDIT ASSESSMENT	Yes	No	N/A
4 Has your entity had an on-site project or grant review from an external entity *(e.g., CDOT, FHWA)* within the last three years?	☐	☐	☐
5 a) Were there non-compliance issues in this prior review?	☐	☐	☐
b) What were the number and extent of issues in prior review?	☐ 1 to 2	☐ >3	☐
OPERATION ASSESSMENT	Yes	No	N/A
6 Does your entity have a time and effort reporting system in place to account for 100% of all employees' time, that can provide a breakdown of the actual time spent on each funded project? *If No, in the comment section please explain how you intend to document 100% of hours worked by employees and breakdown of time spent on each funding project.*	☐	☐	
FINANCIAL ASSESSMENT	Yes	No	N/A
7 a) Does your entity have an indirect cost rate that is approved and current?	☐	☐	
b) If Yes, who approved the rate, and what date was it approved?			
8 Is this grant/award 10% or more of your entity's overall funding?	☐ >10%	☐ <10%	
9 Has your entity returned lapsed* funds? **Funds "lapse" when they are no longer available for obligation.*	☐	☐	☐
10 Has your entity had difficulty meeting local match requirements in the last three years?	☐	☐	☐
11 What is the total federal funding your entity has been awarded for the last federal fiscal year, and what is your entity's fiscal year end?			

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

	INTERNAL CONTROLS ASSESSMENT	Yes	No	N/A
12	Has your entity had any significant changes in key personnel or accounting system(s) in the last year? *(e.g., Controller, Exec Director, Program Mgr, Accounting Mgr, etc.) If Yes, in the comment section, please identify the accounting system(s), and / or list personnel positions and identify any that are vacant.*	☐	☐	☐
13	Does your entity have financial procedures and controls in place to accommodate a federal-aid project?	☐	☐	
14	Does your accounting system identify the receipts and expenditures of program funds separately for each award?	☐	☐	
15	Will your accounting system provide for the recording of expenditures for each award by the budget cost categories shown in the approved budget?	☐	☐	
16	Does your agency have a review process for all expenditures that will ensure that all costs are reasonable, allowable and allocated correctly to each funding source? *If Yes, in the comment section, please explain your current process for reviewing costs.*	☐	☐	☐
17	How many total FTE perform accounting functions within your organization?	☐ ≥6	☐ 2 to 5	☐ < 2
	IMPACT ASSESSMENT	**Yes**	**No**	**N/A**
18	For this upcoming federal award or in the immediate future, does your entity have any potential conflicts of interest* in accordance with applicable Federal awarding agency policy? *If Yes, please disclose these conflicts in writing, along with supporting information, and submit with this form. (*Any practices, activities or relationships that reasonably appear to be in conflict with the full performance of the Subrecipient's obligations to the State.)*	☐	☐	
19	For this award, has your entity disclosed to CDOT, in writing, violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award? *Response options:* ***YES** = Check if have one or more violation(s) and have either disclosed previously to CDOT or as part of this form. In the comment section, list all violations with names of supporting documentation and submit with this form.* ***NO** = Check if have one or more violation(s) and have not disclosed previously or will not disclose as part of this form. Explain in the comment section.* ***N/A** = Check if have no violations.*	☐	☐	☐
	PROGRAM MANAGEMENT ASSESSMENT	**Yes**	**No**	**N/A**
20	Does your entity have a written process/procedure or certification statement approved by your governing board ensuring critical project personnel are capable of effectively managing Federal-aid projects? *If Yes, please submit with this form.*	☐	☐	☐
21	Does your entity have written procurement policies or certification statement for consultant selection approved by your governing board in compliance with 23 CFR 172*? *If Yes, please submit with this form. (*The Brooks Act requires agencies to promote open competition by advertising, ranking, selecting, and negotiating contracts based on demonstrated competence and qualifications, at a fair and reasonable price.)*	☐	☐	☐
22	a) Is your staff familiar with the relevant CDOT manuals and federal program requirements?	☐	☐	☐
	b) Does your entity have a written policy or a certification statement approved by your governing board assuring federal-aid projects will receive adequate inspections? *If Yes, please submit with this form.*	☐	☐	☐
	c) Does your entity have a written process or a certification statement approved by your governing board assuring a contractor's work will be completed in conformance with approved plans and specifications? *If Yes, please submit with this form.*	☐	☐	☐

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

	d) Does your entity have a written policy or certification statement approved by your governing board assuring that materials installed on the projects are sampled and tested per approved processes. *If Yes, please submit with this form.*	☐	☐	☐
	e) Does your entity have a written policy or certification statement approved by your governing board assuring that only US manufactured steel will be incorporated into the project *(Buy America requirements)? If Yes, please submit with this form.*	☐	☐	☐

***Comments** - As needed, include the question number and provide comments related to the above questions. Insert additional rows as needed.*

☐ ***By checking this box, the Executive Director, VP or Chief Financial Officer of this entity certifies that all information provided on this form is true and correct.***

Tool Version: v2.0 (081816)

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT M

OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS

Subject to
The Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and AuditRequirements for Federal Awards ("Uniform Guidance"),
Federal Register, Vol. 78, No. 248, 78590

The agreement to which these Uniform Guidance Supplemental 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 Supplemental Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Uniform Guidance Supplemental Provisions shall control. In the event of a conflict between the provisions of these Supplemental Provisions and the FFATA Supplemental Provisions, the FFATA Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meaningsascribed to them below.

1.1. "Award" means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditionsof the Federal Award specifically indicate otherwise. 2 CFR §200.38

1.2. "Federal Award" means an award of Federal financial assistance or a cost-reimbursement contract underthe Federal Acquisition Requirements by a Federal Awarding Agency to a Recipient. "Federal Award"also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.

1.3."Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient. 2CFR §200.37

1.4. "FFATA" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

1.5. "Grant" or "Grant Agreement" means an agreement setting forth the terms and conditions of an Award. The term does not include an agreement that provides only direct Federal cash assistance to an individual,a subsidy, a loan, a loan guarantee, insurance, or acquires property or services for the direct benefit of use of the Federal Awarding Agency or Recipient. 2 CFR§200.51.

1.6. "OMB" means the Executive Office of the President, Office of Management and Budget.

1.7. "Recipient" means a Colorado State department, agency or institution of higher education that receives a Federal Award from a Federal Awarding Agency to carry out an activity under a Federal program. The term does not include Subrecipients. 2 CFR §200.86

1.8. "State" means the State of Colorado, acting by and through its departments, agencies and institutions ofhigher education.

1.9. "Subrecipient" means a non-Federal entity receiving an Award from a Recipient to carry out part of aFederal program. The term does not include an individual who is a beneficiary of such program.

1.10. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A- 133, and the guidance in Circular A-50 on Single Audit Act follow-up. 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.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

1.11. "Uniform Guidance Supplemental Provisions" means these Supplemental Provisions for Federal Awards subject to the OMB Uniform Guidance, as may be revised pursuant to ongoing guidance from relevant Federal agencies or the Colorado State Controller.

2. Compliance. Subrecipient shall comply with all applicable provisions of the Uniform Guidance, including but notlimited to these Uniform Guidance Supplemental Provisions. Any revisions to such provisions automatically shall become a part of these Supplemental Provisions, without the necessity of either partyexecuting any further instrument. The State of Colorado may provide written notification to Subrecipient of suchrevisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3. Procurement Standards.

3.1 Procurement Procedures. Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation,

§§200.318 through 200.326 thereof.

3.2 Procurement of Recovered Materials. If Subrecipient is a State Agency or an agency of a politicalsubdivision of a 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 theEPA guidelines.

4. Access to Records. Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

5. Single Audit Requirements. If Subrecipient expends $750,000 or more in Federal Awards during Subrecipient's fiscal year, 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 tothe Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.

5.1 Election. Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514(Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). 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 electedfor research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

5.2 Exemption. If Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, 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

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Accountability Office.

5.3 Subrecipient Compliance Responsibility. Subrecipient shall procure or otherwise arrange for the audit required by Part 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 Uniform Guidance §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 UniformGuidance Part F-Audit Requirements.

6. Contract Provisions for Subrecipient Contracts. Subrecipient shall comply with and shall include all of thefollowing applicable provisions in all subcontracts entered into by it pursuant to this Grant Agreement.

6.1 Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

"During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments

under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuantthereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled,

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

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

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

6.2 Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractorsmust be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40

U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is other wise entitled.

The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

6.3 Rights to Inventions Made Under a Contract or Agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6.4 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Actas amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Agency (EPA).

6.5 Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220)must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAMExclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well asparties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

6.6 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, oran employee of a member of Congress in connection with obtaining any Federal contract, grant or any otheraward covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

7. Certifications. 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. 2CFR §200.208.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. 2 CFR §200.201(3). If the required level ofactivity or effort was not carried out, the amount of the Award must be adjusted.

7.1 Event of Default. Failure to comply with these Uniform Guidance Supplemental Provisions shall constitute anevent of default under the Grant Agreement (2 CFR §200.339) and the State 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.

8. Effective Date. The effective date of the Uniform Guidance is December 26, 2013. 2 CFR §200.110. The procurement standards set forth in Uniform Guidance §§200.317-200.326 are applicable to new Awards made by Recipient as of December 26, 2015. The standards set forth in Uniform Guidance Subpart F-Audit Requirements are applicable to audits of fiscal years beginning on or after December 26, 2014.

9. Performance Measurement. The Uniform Guidance requires completion of OMB-approved standard information collection forms (the PPR). The form focuses on outcomes, as related to the Federal Award Performance Goals that awarding Federal agencies are required to detail in the Awards.

Section 200.301 provides guidance to Federal agencies to measure performance in a way that will help theFederal awarding agency and other non-Federal entities to improve program outcomes.

The Federal awarding agency is required to provide recipients with clear performance goals, indicators, and milestones (200.210). Also, must require the recipient to relate financial data to performance accomplishments of the Federal award.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Exhibit N
Federal Treasury Provisions

1. APPLICABILITY OF PROVISIONS.

1.1. 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.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. 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.

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "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.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "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.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

2.1.10. "OMB" means the Executive Office of the President, Office of Management and Budget.

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime 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.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.

2.1.15. "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. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "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.

2.1.17. "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.

2.1.18. "Unique Entity ID" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home.

3. COMPLIANCE.

3.1. Grantee 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 Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include a term or conditions that undermines efforts to stop COVID-19 or discourages compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID (UEI) REQUIREMENTS.

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in Sam.gov at least annually.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 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.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee 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 Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. 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. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime 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.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit P to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EC 1 – Public Health

All Public Health Projects

a) Description of structure and objectives
b) Description of relation to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

a) Amount of total project used for evidence-based programs
b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

a) Sector of employer
b) Purpose of funds

EC 2 – Negative Economic Impacts

All Negative Economic Impacts Projects

a) Description of project structure and objectives
b) Description of project's response to COVID-19
c) Identification of impacted and/or disproportionately impacted communities
d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
e) Number of workers enrolled in sectoral job training programs
f) Number of workers completing sectoral job training programs
g) Number of people participating in summer youth employment programs
h) Capital Expenditures
    i. Presence of capital expenditure in project
    ii. Total projected capital expenditure
    iii. Type of capital expenditure
    iv. Written justification
    v. Labor reporting

Household Assistance (2.1-2.8)

a) Number of households served

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*
c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

a) National Center for Education Statistics ("NCES") School ID or NCES District ID
b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

a) Number of small businesses served

Assistance to Non-Profits (2.34)

a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

a) Sector of employer
b) Purpose of funds
c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
b) Numbers of workers served
c) Employer sector for all subawards to third-party employers
d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county's average annual wage

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

a) Projected/actual construction start date (month/year)
b) Projected/actual initiation of operations date (month/year)
c) Location (for broadband, geospatial data of locations to be served)
d) Projects over $10 million
    i. Prevailing wage certification or detailed project employment and local impact report
    ii. Project labor agreement certification or project workforce continuity plan
    iii. Prioritization of local hires
    iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
c) Median Household Income of service area
d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
    i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
    ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to *(Federal guidance may change this requirement in July 2022)*:
    i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
    ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

8.1.2.1. Subrecipient Unique Entity ID;

8.1.2.2. Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;

8.1.2.3. Subrecipient parent's organization Unique Entity ID;

8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and

8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

8.1.3.1. Subrecipient's Unique Entity ID as registered in SAM.

8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.

8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.

8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.

8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.

8.1.3.7. For infrastructure projects (EC 5), or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data). For projects over $10 million:

8.1.3.8. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.8.1. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.8.2. Whether the project prioritizes local hires.

8.1.3.8.3. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit Q – SLFRF Reporting Modification Form.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

9. PROCUREMENT STANDARDS.

9.1. 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.

9.2. 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 Agreements and purchase orders for work or products under this award.

9.3. 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.

10. ACCESS TO RECORDS.

10.1. A Subrecipient shall permit Prime 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 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

11.1. If a Subrecipient expends $750,000 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.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

11.1.1. 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 Prime 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.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 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.

11.1.3. 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. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of "federally assisted construction Agreement" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of "funding agreement" under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements," and any implementing regulations issued by the Federal Awarding Agency.

12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

12.1.7. 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 Agreements, grants and cooperative agreements that are expected to exceed $50,000 within 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.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee 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.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. 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. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

14.1. 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.

14.2. A Grantee 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.

15.1. 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.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

15.2.1. 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;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

15.2.3. 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;

15.2.4. 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

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT O

AGREEMENT WITH SUBSUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name _____

Authorized Representative: _____

Title: _____

Signature: _____

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS
TERMS AND CONDITIONS

1. Use of Funds.

   a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.

   b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Subrecipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller.

4. Maintenance of and Access to Records
   a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

   b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.

   c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.

7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

8. Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

is applicable to each activity funded under this award. Subrecipient and Contractors must disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.
   a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

   b. Federal regulations applicable to this award include, without limitation, the following:

      i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

      ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

      iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

      iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

      v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

      vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

      vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

      viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.

11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C.§§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.
    a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.

    b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.
    a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.

    b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.
    a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.

    b. The list of persons and entities referenced in the paragraph above includes the following:
        i. A member of Congress or a representative of a committee of Congress;
        ii. An Inspector General;

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

iii. The Government Accountability Office;
iv. A Treasury employee responsible for Agreement or grant oversight or management;
v. An authorized official of the Department of Justice or other law enforcement agency;
vi. A court or grand jury; or
vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

1. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit http://www.lep.gov.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

   The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.

7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.

8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.

9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that that they are effectively monitoring the civil rights compliance of sub- Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT P

SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be foundat: https://osc.colorado.gov/american-rescue-plan-act (see SLFRF Grant Agreement Templates tab)

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT Q

SAMPLE SLFRF REPORTING MODIFICATION FORM

Local Agency:		Agreement No:
Project Title:		Project No:
Project Duration: To:		From:
State Agency:	CDOT	

This form serves as notification that there has been a change to the reporting requirements set forth in theoriginal SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Local Agency agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form tothe State Agency within 10 business days of the date sent by that Agency.

_____ _____

Local Agency Date

_____ _____

CDOT Program Manager Date

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

Exhibit R
APPLICABLE FEDERAL AWARDS

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is not the amount of this grant agreement)	$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT S

PII Certification

STATE OF COLORADO

LOCAL AGENCY CERTIFICATION FOR ACCESS TO PII THROUGH A DATABASE OR AUTOMATED NETWORK

Pursuant to § 24-74-105, C.R.S., I, Lori Pinz, on behalf of City of Pueblo (legal name of Local Agency) (the "Local Agency"), hereby certify under the penalty of perjury that the Local Agency has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Local Agency.

Signature: DocuSigned by: Lori Pinz 08AAA90CD1C446A...

Printed Name: Lori Pinz

Title: IT Director

Date: 9/25/2024

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT T

CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE

Checklist for required exhibits due to funding sources. Required Exhibits are dependent on the source of funding. This is a guide to assist in the incorporation and completion of Exhibits in relation to funding sources.

Exhibit	Funding only from FHWA	Funding only from ARPA	FHWA and ARPA Funding
EXHIBIT A, SCOPE OF WORK	✓	✓	✓
EXHIBIT B, SAMPLE OPTION LETTER	✓	✓	✓
EXHIBIT C, FUNDING PROVISIONS	✓	✓	✓
EXHIBIT D, LOCAL AGENCY RESOLUTION (IF APPLICABLE)	✓	✓	✓
EXHIBIT E, LOCAL AGENCY AGREEMENT ADMINISTRATION CHECKLIST	✓	✓	✓
EXHIBIT F, CERTIFICATION FOR FEDERAL-AID AGREEMENTS	✓		✓
EXHIBIT G, DISADVANTAGED BUSINESS ENTERPRISE	✓		✓
EXHIBIT H, LOCAL AGENCY PROCEDURES FOR CONSULTANT SERVICES	✓		✓
EXHIBIT I, FEDERAL-AID AGREEMENT PROVISIONS FOR CONSTRUCTION AGREEMENTS	✓		✓
EXHIBIT J, ADDITIONAL FEDERAL REQUIREMENTS	✓		✓
EXHIBIT K, FFATA SUPPLEMENTAL FEDERAL PROVISIONS	✓	✓	✓
EXHIBIT L, SAMPLE SUBRECIPIENT MONITORING AND RISK ASSESSMENT FORM	✓	✓	✓
EXHIBIT M, OMB UNIFORM GUIDANCE FOR FEDERAL AWARDS	✓		✓

Docusign Envelope ID: A04E2DE4-4B5D-4900-975C-F8F4CA90F5A7

EXHIBIT N, FEDERAL TREASURY PROVISIONS		✓	✓
EXHIBIT O, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS		✓	✓
EXHIBIT P, SLFRF SUBRECIPIENT QUARTERLY REPORT		✓	✓
EXHIBIT Q, SLFRF REPORTING MODIFICATION FORM		✓	✓
EXHIBIT R, APPLICABLE FEDERAL AWARDS		✓	✓
EXHIBIT S, PII CERTIFICATAION	✓	✓	✓
EXHIBIT T, CHECKLIST OF REQUIRED EXHIBITS DEPENDENT ON FUNDING SOURCE	✓	✓	✓

January 3, 2025

Decision Nos. CO20250008 dated January 3, 2025 supersedes **Decision Nos. CO20240008** dated January 5, 2024.	**Modifications**			**ID**
	Mod Number	**Date**	**Page Number(s)**	
When work within a project is located in two or more counties and the minimum wages and fringe benefits are different for one or more job classifications, the higher minimum wages and fringe benefits shall apply throughout the project.				
General Decision No. CO20250008 applies to the following counties: El Paso, Pueblo, and Teller counties.				

General Decision No. CO20250008

The wage and fringe benefits listed below reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	ELECTRICIAN:			
1199	El Paso, Teller	38.20	18.10	
1200	Pueblo	33.55	15.71	
	POWER EQUIPMENT OPERATOR:			
	Drill Rig Caisson			
1201	Smaller than Watson 2500 and similar	35.20	15.20	
1202	Watson 2500 similar or larger	35.41	15.20	
	Crane			
1203	50 tons and under	35.78	15.20	
1204	51 - 90 tons	35.41	15.20	
1205	91 - 140 tons	37.34	15.20	

General Decision No. CO20250008

The wage and fringe benefits listed below do not reflect collectively bargained rates.

	CARPENTER:			
1206	Excludes Form Work	24.15	6.25	
	Form Work Only			
1207	El Paso, Teller	19.06	5.84	
1208	Pueblo	19.00	5.88	
	CEMENT MASON/CONCRETE FINISHER:			
1209	El Paso, Teller	17.36	3.00	
1210	Pueblo	17.74	3.00	

General Decision No. CO20250008 **The wage and fringe benefits listed below do not reflect collectively bargained rates.**				
Code	**Classification**	**Basic Hourly Rate**	**Fringe Benefits**	**Last Mod**
1211	**FENCE ERECTOR**	13.02	3.20	
1212	**GUARDRAIL INSTALLER**	12.89	3.20	
	HIGHWAY/PARKING LOT STRIPING:			
1213	Painter	12.62	3.21	
	IRONWORKER:			
	Reinforcing (Excludes Guardrail Installation)			
1214	El Paso, Teller	20.49	1.65	
1215	Pueblo	16.69	5.45	
1216	**Structural** (Excludes Guardrail Installation)	18.22	6.01	
	LABORER:			
1217	Asphalt Raker	17.54	3.16	
1218	Asphalt Shoveler	21.21	4.25	
1219	Asphalt Spreader	18.58	4.65	
	Common or General			
1220	El Paso	17.05	3.69	
1221	Pueblo	16.29	4.25	
1222	Teller	16.88	3.61	
1223	Concrete Saw (Hand Held)	16.29	6.14	
1224	Landscape and Irrigation	12.26	3.16	
1225	Mason Tender - Cement/Concrete	16.29	4.25	
1226	Pipelayer	18.72	3.24	
1227	Traffic Control (Flagger)	9.55	3.05	
1228	Traffic Control (Sets Up/Moves Barrels, Cones, Installs signs, Arrow Boards and Place Stationary Flags), (Excludes Flaggers)	12.43	3.22	
1229	**PAINTER (Spray Only)**	16.99	2.87	

General Decision No. CO20250008

The wage and fringe benefits listed below do not reflect collectively bargained rates.

Code	Classification	Basic Hourly Rate	Fringe Benefits	Last Mod
	POWER EQUIPMENT OPERATOR:			
1230	Asphalt Laydown	22.67	8.72	
1231	Asphalt Paver	21.50	3.50	
	Asphalt Roller			
1232	El Paso	24.42	6.96	
1233	Pueblo	23.67	9.22	
1813	Teller	24.42	6.96	
1234	Asphalt Spreader	22.67	8.72	
	Backhoe/Trackhoe			
1235	El Paso	23.31	5.61	
1236	Pueblo	21.82	8.22	
1237	Teller	23.32	5.50	
1238	Bobcat/Skid Loader	15.37	4.28	
1239	Boom	22.67	8.72	
	Broom/Sweeper			
1240	El Paso, Teller	23.43	8.04	
1241	Pueblo	23.47	9.22	
	Bulldozer			
1242	El Paso	26.56	7.40	
1243	Pueblo, Teller	26.11	6.92	
1244	Drill	17.59	3.45	
1245	Forklift	15.91	4.68	
	Grader/Blade			
1246	El Paso	22.83	8.72	
1247	Pueblo	23.25	6.98	
1248	Teller	23.22	8.72	
1249	Guardrail/Post Driver	16.07	4.41	

General Decision No. CO20250008 **The wage and fringe benefits listed below do not reflect collectively bargained rates.**				
Code	**Classification**	**Basic Hourly Rate**	**Fringe Benefits**	**Last Mod**
	POWER EQUIPMENT OPERATOR (con't.):			
	Loader (Front End)			
1250	El Paso	23.61	7.79	
1251	Pueblo	21.67	8.22	
1252	Teller	23.50	7.64	
	Mechanic			
1253	El Paso	22.35	6.36	
1254	Pueblo	24.02	8.43	
1255	Teller	22.16	6.17	
	Oiler			
1256	El Paso	23.29	7.48	
1257	Pueblo	23.13	7.01	
1258	Teller	22.68	7.11	
	Roller/Compactor (Dirt and Grade Compaction)			
1259	El Paso	16.70	3.30	
1260	Pueblo, Teller	18.43	4.62	
1261	Rotomill	16.22	4.41	
1262	Scraper	24.28	4.83	
	Screed			
1263	El Paso, Teller	25.22	5.74	
1264	Pueblo	23.67	9.22	
1265	Tractor	13.13	2.95	

General Decision No. CO20250008 **The wage and fringe benefits listed below do not reflect collectively bargained rates.**				
Code	**Classification**	**Basic Hourly Rate**	**Fringe Benefits**	**Last Mod**
	TRUCK DRIVER:			
	Distributor			
1266	El Paso, Teller	17.98	3.97	
1267	Pueblo	18.35	3.85	
	Dump Truck			
1268	El Paso, Teller	16.85	4.83	
1269	Pueblo	16.87	4.79	
1270	Lowboy Truck	17.25	5.27	
1271	Mechanic	26.69	3.50	
1272	Multi-Purpose Specialty & Hoisting Truck	17.27	3.71	
1273	Pickup and Pilot Car	13.93	3.68	
1274	Semi/Trailer Truck	16.00	2.60	
1275	Truck Mounted Attenuator	12.43	3.22	
	Water Truck			
1276	El Paso	17.24	4.15	
1277	Pueblo	20.93	4.98	
1278	Teller	17.31	4.07	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

==========

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

Wage Determination Appeals Process

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to: davisbaconinfo@dol.gov, or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to: BCWD-Office@dol.gov, or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to: dba.reconsideration@dol.gov, or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

End of General Decision No. CO20250008

Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan – to be added prior to signature

PERA Questionnaire – to be added prior to signature

Insurance Certificate(s) – to be added prior to signature

Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

Project Description	Contract NTE $
Design for 18th Street Drainage Rehabilitation	TBD
	DBE Contract Goal % 0 %

SECTION 1. CONSULTANT INFORMATION

Prime Consultant: Matrix Design Group, Inc.		Consultant is an ESB ☐
Compliance Contact Name: Drew Beck		Consultant is a DBE ☐
Email: matrix@matrixdesigngroup.com	Address: 707 17th Street, Suite 3150 Denver, CO 80202	Phone: 303.572.0200
		B2GNow Vendor #

SECTION 2. DBE PARTICIPATION PLAN

Fill in All Lines:

* The consultant is committing to N/A # of DBE firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
* The consultant is committing to approximately $ N/A of DBE particpation based on NTE $.
* The consultant is committing to approximately N/A % DBE goal based on the NTE $.

The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.

All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing)		Work Descriptor (i.e. survey, testing)	NEW DBE Teaming Partner?	ONLY for *Project/Program Specific* RFP/SOIs Approximate % of Participation
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	

If more DBE subs/suppliers vendors, add additional sheet

Colorado Department of Transportation
AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

SECTION 3. ESB PARTICIPATION PLAN

Fill in All Lines:

* The consultant is committing to N/A # of ESB firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
* The consultant is committing to approximately $ N/A of ESB particpation on this RFP/SOI.
* The consultant is committing to approximately N/A % ESB goal based on the NTE $.

All ESB firms (Subconsultants, Suppliers/Vendors, Prime if self performing) and Level		Work Areas (i.e. survey, testing)	New ESB Teaming Partner?	ONLY for *Project/Program Specific* RFP/SOIs Approximate % of Participation
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	
	☐ Vendor		☐ Yes ☐ No	

If more ESB subs/suppliers/vendors, add additional sheet

SECTION 4. DECLARATION OF AFFIDAVIT

By signing below the Consultant affirms the statements made in this document are true and complete:

The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.

I, Drew Beck (Owner or Executive Officer Name AND Title) of Matrix Design Group, Inc. (Consultant Company Name)

Drew Beck (Tracked Signature Accepted)

April 16, 2025 (Date)

Attached with proposal (RFP) and small business plan (for scoring) Jul-22

BIDDER'S CERTIFICATION FOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

Only applicable for projects exceeding $25,000.

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the US Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal and/or State entity official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a. Debarred from participation in any federally assisted Award;

b. Suspended from participation in any federally assisted Award;

c. Proposed for debarment from participation in any federally assisted Award;

d. Declared ineligible to participate in any federally assisted Award;

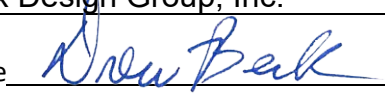
e. Voluntarily excluded from participation in any federally assisted Award; or

f. Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Matrix Design Group, Inc. Date April 16, 2025

Authorized Signature 

Name/Title Drew Beck, PE, CFM, PMP - Vice President

LOBBYING RESTRICTIONS FORM

Only applicable for projects exceeding $100,000.

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

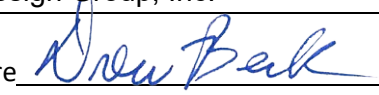
a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Company Matrix Design Group, Inc. Date April 16, 2025

Authorized Signature 

Name/Title Drew Beck, PE, CFM, PMP - Vice President

SAM.GOV®

MATRIX DESIGN GROUP, INC

APPROVED
By Teresa Burns at 2:18 pm, May 19, 2025

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
GAJJG2JEJMN9	**3A2C1**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Oct 9, 2025**	
Physical Address	Mailing Address	
2435 Research PKWY STE 300 **Colorado Springs, Colorado 80920-1070** **United States**	**707 17TH STREET, Suite 3150** **Denver, Colorado 80202** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Matrix Design Group, Inc.**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Colorado 05	**Colorado / United States**	**http://www.matrixdesigngroup.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Oct 17, 2024	**Oct 9, 2024**	**Aug 15, 2002**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Sep 3, 1999	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

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

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**

EFT Indicator	CAGE Code
0000	**3A2C1**

Points of Contact

Electronic Business

Celeste Werner, Executive Vice President

Matrix Design GROUP, INC.
2435 Research PARKWAY, Suite 300
Colorado Springs, Colorado 80920
United States

Government Business

Celeste Werner, Executive Vice President

Matrix Design GROUP, INC.
2435 Research PARKWAY, Suite 300
Colorado Springs, Colorado 80920
United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541330**	**Engineering Services**
	221310	**Water Supply And Irrigation Systems**
	236220	**Commercial And Institutional Building Construction**
	237990	**Other Heavy And Civil Engineering Construction**
	541320	**Landscape Architectural Services**
	541360	**Geophysical Surveying And Mapping Services**
	541370	**Surveying And Mapping (Except Geophysical) Services**
	541611	**Administrative Management And General Management Consulting Services**
	541620	**Environmental Consulting Services**
	813920	**Professional Organizations**

Product and Service Codes

PSC	PSC Name
C212	**Architect And Engineering- General: Engineering Drafting, Not Cad/Cam**
C213	**Architect And Engineering- General: Inspection (Non-Construction)**
C214	**Architect And Engineering- General: Management Engineering**
C215	**Architect And Engineering- General: Production Engineering**
F109	**Environmental Systems Protection- Leaking Underground Storage Tank Support**
F111	**Environmental Systems Protection- Multiple Pollutant Support**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States
Any

Counties
(blank)

Metropolitan Statistical Areas
(blank)



Summary

For this Record...

Filing history and documents
Get a certificate of good standing
File a form

Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home

Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	MATRIX DESIGN GROUP, INC.		
Status	Good Standing	**Formation date**	09/03/1999
ID number	19991166730	**Form**	Corporation
Periodic report month	September	**Jurisdiction**	Colorado
Principal office street address	2435 Research Parkway, Suite 300, Colorado Springs, CO 80920, US		
Principal office mailing address	2435 Research Parkway, Suite 300, Colorado Springs, CO 80920, US		

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

Filing history and documents
Get a certificate of good standing
Get certified copies of documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

MATRIX DESIGN GROUP, INC.

is a

Corporation

formed or registered on 09/03/1999 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 19991166730 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/16/2025 that have been posted, and by documents delivered to this office electronically through 05/19/2025 @ 12:51:28 .

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 05/19/2025 @ 12:51:28 in accordance with applicable law. This certificate is assigned Confirmation Number 17314346 .

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: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PUBLIC ART SERVICES IN THE AMOUNT OF $35,949.86 TO CHRISTINA MONSON, FOR PROJECT NO. 25-015 SIDEWALK ART - BESSEMER AREA AND DOWNTOWN AREA AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards an Agreement for Public Art Services to Christina Monson, to render public art services for Sidewalk Art in the Bessemer Area and Downtown Areas. Christina Monson was the only bidder, but was determined to be responsible, and her artwork was selected by the selection committee. She will be awarded a contract in the amount of $35,949.86.

PREVIOUS COUNCIL ACTION:

Ordinance 10723, dated June 10, 2024, established Project Account CI2442, Asphalt Art and Gateways Project, accepted a small dollar grant from the Colorado Department of Transportation in the amount of $248,300.00, budgeted and appropriated funds in the amount of $248,300.00.

BACKGROUND:

The City applied for and was awarded a grant to install asphalt art, gateways and lighting improvements in Pueblo's Downtown and Bessemer neighborhoods.

The Mayor has reckoned with the truth about a century of underinvestment in Pueblo's Downtown and Bessemer neighborhoods and now emphasizes the revitalization and redressing of the areas' main streets. City Center and Northern Avenue are arterial roads in Pueblo's Downtown and the Bessemer neighborhoods, respectively, for all modes but present significant safety and equity challenges – and a lack of beautification. The installation of Asphalt Art (intersection murals and crosswalk art) will support an arts-driven street redesign project that will improve safety, revitalize public

spaces, reshape the way people experience Pueblo's main streets, and engage Pueblo's residents in the solution.

The City of Pueblo solicited proposals from artists experienced in public art installations and conducted a 2-step review process of the proposal from Christina Monson. The initial step was the review of the artist's portfolio to determine the artists' capability to complete the work requested. Once the staff evaluated the proposal based on the evaluation criteria set forth in the request for proposals, the selection panel, made up of City staff, neighborhood members, and current members of the Pueblo Arts Alliance, the proposed art was evaluated for the artistic merit and creativity of the design submission.

FINANCIAL IMPLICATIONS:

Funding in the amount of $35,949.86.00 will be paid from Account Project CI2442 – Asphalt Art and Gateways Project.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

ALTERNATIVES:

Denial of this Resolution will preclude the City from awarding the contract and proceeding with the installation of the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-015 PUBLIC ART SERVICES AGREEMENT

RESOLUTION NO.

A RESOLUTION AWARDING AN AGREEMENT FOR PUBLIC ART SERVICES IN THE AMOUNT OF $35,949.86 TO CHRISTINA MONSON, FOR PROJECT NO. 25-015 SIDEWALK ART - BESSEMER AREA AND DOWNTOWN AREA AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Christina Monson, for Project No. 25-015 Sidewalk Art - Bessemer Area and Downtown Area, has been received and examined; and,

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-015 Sidewalk Art - Bessemer Area and Downtown Area to be performed, and the contract for said services is hereby awarded to Christina Monson, in the amount of $35,949.86.

SECTION 2.

Funds for said Agreement shall be paid from Project Account CI2442 - Sidewalk Art and Gateways Project

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 9, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____

CITY CLERK

PUBLIC ART SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of June, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "the City"), and Christina Monson (hereinafter referred to as "Artist.")

In consideration of the mutual covenants and obligations herein contained, the parties agree as follows:

1. Scope of the Work. Artist shall satisfactorily perform the artistic services and provide the completed artwork for the project in conformance with City of Pueblo Request for Proposal Project No. 25-015, Sidewalk Art-Bessemer Area and Downtown Area, dated February 26, 2025, and the Scope of Service as set forth in Exhibit "A", attached hereto and incorporated herein by this reference (the "Project"). The Artist shall perform all of the work and furnish all of the labor, materials, design services, permits, licenses, personnel, equipment, off-site production, and tools required or incidental to completing the Project. The Artist's work must be of high quality, in compliance with generally accepted standards of workmanship, and in conformity with this Agreement.

2. Time of Completion. The City will issue a Notice to Proceed. Artist must begin the Project promptly upon receipt of the Notice to Proceed and must fully complete the Project within sixty (60) calendar days. Any extensions of this time limit must be agreed upon in writing by the parties.

3. Changes to Scope of Work.

a. Changes by Artist. The Artist cannot change the Project specifications in Exhibit "A" or the final approved artwork without advance written approval from the City.

b. Changes by the City. The City may request changes in the design and construction of the Project through written Change Order Requests. The Artist and the City will then negotiate in good faith to reach agreement on any necessary changes in price or scheduling requirements. Once the parties have reached agreement, the City will issue a written Change Order documenting the agreed upon terms. The Artist must not proceed with work related to the requested change until the City issues the Change Order.

4. Formal Acceptance. The Artist must notify the City when the Project is fully installed and complete. No more than thirty (30) days after receiving such notice, the City will provide the Artist a written response, informing the Artist that either:

a. the City agrees that the Project is fully installed and is complete consistent with the terms of this Agreement, all other related work is completed in accordance with this Agreement, and the City formally accepts the Project as completed ("Letter of Acceptance"); or

b. the City does not consider the Project to be completed due to unresolved issues or defects that remain, and describing the outstanding issues or defects which the Artist must then cure before the City will issue a Letter of Acceptance.

The date of final settlement shall not occur for purposes of this Agreement until the City has issued a Letter of Acceptance.

5. Ownership. Artist assigns to the City and its successors and assigns, the entire right, title, and interest in and to the Project and all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Project and all works based on, derived from, or incorporating the Project. Whether or not Artist is under contract with the City at the time, Artist shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the City, to enable the City to secure patents, copyrights, licenses and other intellectual property rights related to the Project. The Parties intend the Project to be works made for hire.

a. Copyrights. To the extent that the Project (or any portion of the Project) would not be considered works made for hire under applicable law, Artist hereby assigns to the City, the entire right, title, and interest in and to copyrights in all Project and all works based upon, derived from, or incorporating the Project; all copyright applications, registrations, extensions, or renewals relating to all Project and all works based upon, derived from, or incorporating the Project; and all moral rights or similar rights with respect to the Project throughout the world. To the extent that Artist cannot make any of the assignments required by this section, Artist hereby grants to the City a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Project and all works based upon, derived from, or incorporating the Project by all means and methods and in any format now known or invented in the future. The City may assign and license its rights under this license.

b. Reproduction Rights. In view of the intention that the Project in its final destination shall be unique, the Artist shall not make any additional exact duplicate reproductions of the final Project, nor shall the Artist grant permission to others to do so except with the written permission of City. The Artist grants to City and assigns an irrevocable license to make photographic or graphic reproductions of the Project for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media publicity and catalogs or other similar publications, provided that these rights are exercised in a tasteful and professional manner, and the Artist is duly credited. All reproductions by City shall contain a credit to the Artist and a copyright notice substantially in the following form: "Copyright, (Artist's name), date of completion". The Artist shall use his/her best efforts to provide a credit substantially as follows to accompany any reproductions of the Work: "This Work is an original work owned and commissioned by the City of Pueblo, Colorado".

c. Removal, Relocation, Sale, Donation or Destruction. Nothing in this Agreement shall preclude any right of the City, or its assigns, in its sole discretion: to remove the Project from public display, or to destroy the Project. The Artist acknowledges that herein the Artist has waived any rights in connection with the removal or destruction of the Project which the Artist might have had under Visual Artists Rights Act of 1990, as amended, including but not limited to §106A(a) and §113(d).

6. Warranties. All warranties, including any warranty period herein set forth, shall survive the termination of this Agreement.

a. Uniqueness. The Artist represents and warrants to the City that the Project is artistically unique, and agrees not to create or be involved in the creation of an identical piece of artwork. Additionally, Artist represents and warrants that:

1. The Project is solely the result of the artistic effort of the Artist;

2. Except as otherwise disclosed in writing to the City prior to the time of execution hereof, the Project is unique and original and does not infringe upon any copyright and any

other property or personal right;

3. That neither the Project delivered hereunder, nor a duplicate thereof, has been accepted for sale elsewhere; and

4. The Artist shall defend and indemnify the City if a third party asserts a copyright infringement or claim involving the Project.

b. Workmanship. Artist warrants to City that all work performed will be performed in a workmanlike manner.

c. Materials. The Project, as fabricated and executed, will use materials that are of good quality, fit for the selected purpose, within manufacturer tolerances and warranties, and free from all faults and defects not inherent in the quality required.

d. Defects and Deficiencies. Any work or material that is found to be defective or deficient, Artist will, without cost to the City, correct it promptly after receipt of a written notice from the City, unless City has previously issued a Change Order accepting the defect or deficiency or City is the cause of the defect or deficiency, for example installation error.

For a period of three (3) years from the date of the City's Letter of Acceptance, Artist agrees to replace or correct any material defects in the Project, whether caused by defects in the design, workmanship, materials, fabrication or installation used in the Project. If Artist fails to replace or correct any such defects, or to make arrangements to do so within a reasonable time satisfactory to the City, the City has the right to arrange for such replacement or correction, and Artist must reimburse the City for the costs of any such replacement or correction. If the City asks Artist to repair damage caused to the Project by vandalism, collision, extreme environmental conditions, or other unforeseeable causes, the City will reimburse Artist for reasonable material and labor costs for such repairs, except to the extent such damage is due to a defect in design, workmanship or materials used in the Project.

7. Maintenance. Artist must maintain artwork on an annual basis for three years beginning one year after final installation. Maintenance will include, but not be limited to, the reapplication of paint and/or sealant at the Time and Material Rates as shown in Exhibit "B". Artist shall provide a written quote to the City for approval before completing any work. Artist also agrees to provide continuing advice to the City regarding the care, maintenance and repair of the Project at no charge to the City, unless otherwise agreed to by both parties in writing.

8. Contract Sum. City will pay to Artist as full compensation for all services required to be performed by Artist under this Agreement, except for services for changes to scope of work by City, an amount not to exceed $35,949.86 ("Contract Sum") in the aggregate as shown in Exhibit "B". Partial payments not to exceed ninety percent (90%) of the Contract Sum or such lesser percent that the City deems reasonable to protect City's interests shall be authorized as follows:

a. Partial payments may be requested not more frequently than monthly, and upon approval by City's representative, will be made based upon the percentage of work complete and in place as determined by City's representative; provided, however, Artist may also request partial payment for specifically ordered materials and work in process which are suitably and securely stored on or off site, in an amount not to exceed 50% of the value of the completed Project or portion thereof. In order to avail itself of partial payment for specially ordered materials and work in process, Artist shall submit to City, and obtain City's approval of, a schedule of values for all

labor, equipment and materials to be furnished for or in connection with the work, which schedule shall aggregate to not more than the lump sum contract price.

b. All applications for payment shall contain appropriate records and other documentation that such services have been performed and the amount of product delivered and incorporated into the Project or, in the discretion of Customers representative, suitably and securely stored on site. Thereafter, City will pay Artist for the amount of the application approved by City's representative within 40 days of the date such application is received; provided, however, that final payment hereunder shall not be made until the date of final settlement, and Artist agrees to bind itself and be subject to the provisions of 38-26-107, C.R.S., with respect to notice of final settlement and withholding.

c. No separate or additional payment shall be made to Artist for profit or overhead, nor for any unanticipated expenses.

d. Before undertaking any work or providing any services which Artist considers beyond or in addition to the Project or otherwise contemplated by the terms of this Agreement, Artist shall advise the city in writing that (i) Artist considers the work beyond the scope of this Agreement, (ii) the reasons that Artist believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Artist shall not proceed with such out of scope or additional work until authorized in writing by the City. The compensation for any such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to the compensation the Artist shall be compensated for its direct costs and time at the rate of $25.00 per hour.

9. Assignment. Artist understands that the City enters into this Agreement based on the special abilities of Artist and that the City considers this Agreement to be an agreement for personal services. Accordingly, Artist must neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

10. Notice. Any notice or other communication given by either party to the other related to this Agreement must be emailed; hand delivered; sent by a commercial carrier; or sent by mail, addressed to the party at its address as set forth below. The notice or other communication will be effective on the date it is delivered or on the third business day after being sent, whichever comes first.

If to the Artist:
Christina Monson
415 E. Routt Avenue
Pueblo, CO 81004
raininginparis@aol.com

If to the City:
Kelly Grisham, City of Pueblo Public Works Department
211 E. D Street
Pueblo, CO 81003
kgrisham@pueblo.us

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

11. Early Termination in the Public Interest. The City is entering into this Agreement to serve the public interest of the City. If this Agreement ceases to further the public interest of the City, the City, in its discretion, may terminate this Agreement in whole or in part. This Section shall not apply to a termination of this Agreement by the City for breach by Artist. The City shall notify Artist of such termination. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement. To the extent specified in any termination notice, Artist shall not incur further obligations or

render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. Artist shall, however, complete and deliver to the City all work not cancelled by the termination notice and may incur obligations as necessary to do so within this Agreement's terms. At the request of the City, Artist shall assign to the City all of Artist's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Artist shall take timely, reasonable and necessary action to protect and preserve property in the possession of Artist but in which the City has an interest. At the City's request, Artist shall return materials owned by the City in Artist's possession at the time of any termination. Artist shall deliver all completed work and all work that was in the process of completion to the City at the City's request including without limitation all design plans, sketches, fabrications or other materials created by Artist for the Project. The City shall pay Artist an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of work satisfactorily completed and accepted, as determined by the City, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the City, the City may reimburse Artist for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Artist which are directly attributable to the uncompleted portion of Artist's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Artist hereunder.

12. Breach and Remedies. The failure of a party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner, shall be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Artist, or the appointment of a receiver or similar officer for Artist or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. In the event of a breach, the aggrieved party shall give written notice of breach to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as are set forth in this Section for that party. Notwithstanding any provision of this Agreement to the contrary, the City, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in the Agreement in order to protect the public interest of the City.

a. City's Remedies. If Artist is in breach under any provision of this Agreement and fails to cure such breach, the City, following the notice and cure period above set forth, shall have all of the remedies herein listed, in addition to all other remedies set forth in this Agreement or at law. The City may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

1. Termination. In the event of Artist's uncured breach, the City may terminate this entire Agreement or any part of this Agreement. Artist shall continue performance of this Agreement to the extent not terminated, if any. To the extent specified in any termination notice, Artist shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Artist shall complete and deliver to the City all work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the City, Artist shall assign to the City all of Artist's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Artist shall take timely, reasonable and necessary action to protect and preserve property in the possession of Artist but in which the City has an interest. At the City's request, Artist shall return materials owned by the City in Artist's possession at the time of any termination. Artist shall deliver all completed work and all work that was in the process of completion to the City at the City's request including without limitation all design plans, sketches, fabrications or other materials created by Artist for the Project. Notwithstanding

anything to the contrary, the City shall only pay Artist for accepted work received as of the date of termination. If, after termination by the City, the City agrees that Artist was not in breach or that Artist's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the parties shall be as if this Agreement had been terminated in the public interest. Notwithstanding any other remedial action by the City, Artist shall remain liable to the City for any damages sustained by the City in connection with any breach by Artist, and the City may withhold payment to Artist for the purpose of mitigating the City's damages until such time as the exact amount of damages due to the City from Artist is determined. The City may withhold any amount that may be due Artist as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement Work as cover.

2. Remedies Not Involving Termination. The City, in its discretion, may exercise one or more of the following additional remedies:

(i) Suspend Performance. Suspend Artist's performance with respect to all or any portion of the Project pending corrective action as specified by the City without entitling Artist to an adjustment in price or cost or an adjustment to the Completion Date. Artist shall promptly cease performing work and incurring costs in accordance with the City's directive, and the City shall not be liable for costs incurred by Artist after the suspension of performance.

(ii) Withhold Payment. Withhold payment to Artist until Artist corrects its work.

(iii) Deny Payment. Deny payment for work not performed, or that due to Artist's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the City; provided, that any denial of payment shall be equal to the value of the obligations not performed.

(iv) Removal. Demand immediate removal of any of Artist's employees, agents, or subcontractors from the Project whom the City deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the City to be contrary to the public interest or the City's best interest.

(v) Intellectual Property. If any work of Artist for the Project infringes a patent, copyright, trademark, trade secret or other intellectual property right, Artist shall, as approved by the City, (a) secure that right to use such work for the City or Artist; (b) replace the work with noninfringing work or modify the work so that it becomes noninfringing; or, (c) remove any infringing work and refund the amount paid for such work to the City.

13. Incapacity or Death of Artist. In the event of incapacity as reasonably defined by the City or death of the Artist, such event will not be deemed a breach of this Agreement or a default on the part of the Artist. In the event of incapacity or death of the Artist, all work of the Artist, including, but not limited to all finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Artist under this Agreement, shall be delivered to the City. The City retains the rights to select a successor artist to finish the Project at the City's expense. Artist shall be paid only for that portion of work or services satisfactorily completed at the time of incapacity or death, less

payments already made. Payments to the Artist or successor artist are limited to the unpaid obligated balance of the Agreement.

14. Independent Contractor. Artist shall perform its duties hereunder as an independent Artist and not as an employee. Neither Artist nor any agent or employee of Artist shall be deemed to be an agent or employee of the City. Artist and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the City, and the City shall not pay for or otherwise provide such coverage for Artist or any of its agents or employees. Unemployment insurance benefits will be available to Artist and its employees and agents only if such coverage is made available by Artist or a third party. Artist shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Artist shall not have authorization, express or implied, to bind the City to any agreement, liability or understanding, except as expressly set forth herein. Artist shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the City, and (iii) be solely responsible for its acts and those of its employees and agents.

15. License and Business. The Artist must hold, in the Artist's name, all necessary licenses and permits to perform the work. The Artist must have full authority to do business in the State of Colorado, and have a designated place of business for making and accepting communications with or from the City. The Artist must maintain a current address and telephone number with the City throughout the term of this Agreement.

16. Superintendence. Before starting work the Artist must designate an authorized representative who has complete authority to represent and act for the Artist. The Artist must keep competent supervisory personnel on the work during its progress and provide efficient supervision of the work, using Artist's best skill and attention. The Artist is solely responsible for all construction means, methods, techniques, and procedures, and for providing adequate safety precautions and coordinating all portions of the work.

17. Employees. The Artist must employ only competent, skillful workers to do the work. Whenever any person employed by the Artist appears to be incompetent or acts in a disorderly or improper manner, the Artist must promptly remove such person from the work.

18. Equal Employment Opportunity. In connection with the performance of this Agreement, Artist shall not discriminate against any employee or applicant for employment because of race, color, religion, sec, national origin, disability or age. Artist shall endeavor to insure that applicant are employed, and that employees are treated during employment, without regard to their race, color, religion, sec, national origin, disability or age.

19. Subcontractors. The Artist may use subcontractors to complete the fabrication, transportation and/or installation of the Project, under Artist's direction and supervision. The Artist must, within fifteen (15) days of the effective date of this Agreement, submit to the City the names of all subcontractors Artist intends to use for the work. The Artist must not employ any subcontractors that the City, in its discretion, objects to as lacking the capability to properly perform work of the type and scope intended for the Project. The Artist is as fully responsible to the City for the acts and omissions of Artist's subcontractors and of persons either directly or indirectly employed by them as for the acts and omissions of persons directly employed by Artist. Nothing contained in the contract documents creates any contractual relation between any subcontractor and the City, except to the extent the City is indemnified or insured through requirements upon said subcontractor. If subcontractors are used, the City may, in its discretion, require the submission of lien waivers (see Sample Lien Waiver – Exhibit B) in a form reasonably acceptable to the City by any such subcontractors prior to final payment to the Artist.

20. Safety, Work and Property. The Artist is solely responsible for maintaining a safe work area and protecting the safety and welfare of Artist's employees and subcontractors, and the general public, including without limitation area residents, motorists, bicyclists, pedestrians, and children, from work area hazards. The Artist must provide all work area safety control devices, at Artist's cost, including, for example, barricades and safety fences around excavations and drop-offs. The Artist's safety precautions must be in compliance with all applicable laws, rules and regulations. Artist shall coordinate all on-site activities with the City.

The Artist must use best efforts at all times to safely guard the Project, the City's property and adjacent property, including underground utilities, from damage, injury or loss in connection with the Project. The Artist must provide and maintain all passageways, guard fences, lights, and other facilities required for property protection by state or municipal laws and regulations and location conditions.

The Artist must protect the Project and related materials from damage due to the nature of the work, the elements, carelessness of the Artist, or from any foreseeable cause whatever until the completion and acceptance of the Project by the City. The Artist assumes all risk of loss or damages arising out of the nature of the work to be done under this Agreement, or from any unforeseen obstructions or defects which may be encountered in the prosecution of the work, or from the action of the elements or other damage, except damage proximately caused by the City, its employees, agents or other contractors, until final acceptance of the Project by the City

21. Indemnity. The Artist agrees to indemnify and save harmless the City against any and all damages to property or injuries to or death of any person or persons arising from its performance of this Agreement, including property and employees or agents of the City and shall defend, indemnify and save harmless the City from any and all claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone whomsoever in any way resulting from or arising out of the Artist's operations in connection with this Agreement, including operations of sub-contractors and acts or admissions of employees or agents of the Artists or its sub-contractor.

22. Insurance. Artist shall not commence work under this Agreement until he has obtained at his own expense and without cost to the City all insurance required under this paragraph and such insurance has been approved by the City, nor shall Artist allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved. Artist shall maintain such insurance until the final acceptance by the City of all construction covered by the Agreement.

a. Commercial General Liability Insurance. Artist shall secure and maintain during the period of this contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Artist with respect to all work performed by him and all his subcontractors under the Agreement, to be written on a Commercial General Liability policy form CG 00 01. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall be endorsed naming the City of Pueblo, its agents, officers and employees as additional insureds. To the extent that Artist's work, or work under his direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Artist under the provisions of the Agreement, and "Completed Operations and Projects Liability" coverage.

b. Comprehensive Automobile Liability Insurance. Artist 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 Artist from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Artist.

c. Workers' Compensation Insurance. Artist shall procure and maintain during the period of this Agreement and for such additional time as work on this project is being performed, Workers' Compensation Insurance, including Occupational Disease Provisions, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Artist may have no employees as defined under said Act or that Artist might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Artist performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Artist or exempt employees under the Act.

If any class of employees engaged in hazardous work under this Agreement at the site of the project is not protected by the Workers' Compensation statute, Artist shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. Workers' compensation policy shall contain an endorsement waiving subrogation against the City.

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

e. Upon application of Artist and upon basis and circumstances deemed acceptable by the Director of Purchasing, the Director of Purchasing may waive insurance requirement(s) under this section. In consideration of any such waiver, Artist releases the City and its officers, employees or agents from all liability for any loss, damage, injury, death, or expense that the Artist (or his/her next of kin) may suffer, arising out of Artist's services. Artist specifically understands that Artist is releasing any and all claims that arise or may arise from any negligent acts or conduct of the City and its officers, employees or agents to the fullest extent permitted by law. This release shall not be construed to limit or otherwise diminish Artist's obligations under this Agreement.

23. Certain Provisions Survive Expiration and Termination. In addition to warranties, the provisions of this Agreement pertaining to insurance, indemnification, and liability shall survive the expiration of the term of this Agreement and termination of this Agreement and 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.

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

25. PERA Liability. Artist shall reimburse the City for the full amount of any employer contribution required to be paid by City to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. Artist shall fill out the questionnaire attached as Exhibit "C" and submit the completed form to City as part of the signed Agreement.

26. Governing Law. This Agreement is governed by the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

27. 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, fires, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulations or 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.

28. 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.

29. No Multi-year Fiscal Obligation on City. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after 2017, 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 or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

30. 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.

31. Entire Agreement. This Agreement, the Project and Exhibits A and B attached hereto contain the entire agreement between the Artist and the City respecting the work to be performed by the Artist, and any other written or oral agreement or representation respecting such work or the duties of either Artist or the City in relation thereto not expressly set forth in this Agreement and its Exhibits is null and void.

32. Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder may be assigned by Artist without the written consent of the City.

33. Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Artist and the City.

34. Premises Condition. In the performance of all services under this Agreement, Artist shall strictly observe all rules, regulations and other requirements of City and CDOT with respect to the Premises, regardless of whether same are imposed by lease or other agreement, or by ordinances or resolutions of City, or by regulations adopted by City's Department of Public Works.

35. Severability. If any provision of this Agreement is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other funding source for this Agreement, then such provision shall be deemed void and the remainder of the Agreement enforced.

36. 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: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

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

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

CHRISTINA MONSON

_____

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT A

SCOPE OF SERVICE

Excerpt from Request for Proposals dated February 26, 2025

3. SCOPE OF SERVICE & PROJECT REQUIREMENTS

3.1. Objective

This project will include the design and painting of art on sidewalks in the Bessemer and Downtown Areas. The City may select one Artist/Artist Team for each area or may select one Artist/Artist Team for both areas.

The murals will be a welcoming feature to the Downtown and the Bessemer Areas, inviting visitors to the main streets of Pueblo, just off I-25. The artwork should appeal to all people, avoiding colors, symbols or other depictions associated with offensive or political sides or points of view. Final artwork should focus on the natural environment, City of Pueblo, Downtown or Bessemer or an abstract depiction of these elements.

The total budget for each area is as follows, including but not limited to taxes, insurance, supplies, artwork, traffic control, mobilization, and any other requirements of the project. The budget does not include future maintenance.

- Bessemer Area: $10,000
- Downtown Area: $50,000

3.2. Locations

The Bessemer Area mural will encompass a total of approximately 410 Linear Feet x an average of approximately 6 feet in width. *See Attachment B for Bessemer Area location.*

The Downtown Area murals will encompass the following locations. *See Attachment C for Downtown Area Locations*:

A. Location #1 - approximately 289 Linear Feet x an average of approximately 10 feet in width

B. Location #2 - approximately 330 Linear Feet x an average of approximately 7 feet in width

C. Location #3 - approximately 110 Linear Feet x an average of approximately 6 feet in width

D. Location #4 - approximately 83 Linear Feet x an average of approximately 9 feet in width

E. Location #5 - approximately 206 Linear Feet x an average of approximately 9 feet in width

3.3. Scope of Service

Selected Artists or Artist Team must properly prime or prepare the area approved for painting prior to installation and a high-quality exterior varnish or UV sealant and anti-graffiti coating will be required to secure the longevity of the mural. All paint, varnish, sealants, and coatings must be anti-slip.

The selected artist or artist team shall be responsible for the following:

A. Evaluate the sidewalks and existing site conditions for the proposed installation of sidewalk art.

B. The Artist will be required to submit final design for approval by the City and selection committee and stakeholders to finalize the murals concept and theme.

C. Procurement of necessary materials for the project.

D. Insurance

E. Execution of the mural within a timely manner, adhering to agreed-upon deadlines

F. Coordination with the City for any logistical requirements, such as shade structures, porta-lets and water.

G. Maintain artwork on an annual basis for three years beginning one year after final installation.

1. Maintenace will include, but not be limited to, the reapplication of paint and/or sealant.

3.4. CONTRACT FOR SERVICES

The City will notify the selected Artist within 30 days of receipt of the proposals. The selected Artist must enter into a Public Art Service Agreement (sample attached) to perform the project with the conditions set forth within this Request for Proposal and the Agreement.

3.5. FUNDING REQUIREMENTS

This project may be funded in whole or in part by a grant from the Colorado Department of Transportation. Proposers shall comply with all applicable Federal, State, and local standards, orders, and regulations.

3.6. Selection Information

Phase One: Review of Portfolios

Proposals will be evaluated and scored by City of Pueblo Staff based on EVALUATION CRITERIA:

- Artist's portfolio
- Artist's technical abilities, and comparable scale of past works as demonstrated in previous artwork
- Demonstrated ability to execute projects within budget and timeline constraints
- Experience in collaborating with multiple stakeholders, working on design teams, and with projects in urban settings
- Feedback from references on timing, budget, professionalism & safety

Phase Two: Selection of Proposal Finalists

Design proposals, of all qualified finalists that are selected by the City of Pueblo, will be reviewed by the Selection Panel. The Selection Panel may include City of Pueblo Staff, neighborhood members, and current members of the Pueblo Arts Alliance. Review will include the following:

- Artistic merit and creativity of the design submission

EXHIBIT B

PRICING SCHEDULES

BESSEMER AREA SIDEWALK ART

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sidewalk Art - Proposal 1	1	LS	$6,901.38	$6,901.38

DOWNTOWN AREA SIDEWALK ART

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Sidewalk Art - Proposal 1	1	LS	$29,048.48	$29,048.48

SIDEWALK ART MAINTENANCE TIME & MATERIALS

Line Item	Description	Quantity	Unit of Measure	Unit Cost
1	Labor	1	HR	$40.00
2	Paint	1	GAL	$30.00 - $80.00
3	Paint Brushes	1	SET	$23.00

ADDITIONAL INFORMATION

Certificate(s) of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/29/2025

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 SUBROGATIONIS 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	CONTACT NAME:	
AP INTEGO INSURANCE GROUP LLC/XPW 76251050 375 WOODCLIFF DRIVE STE 103 FAIRPORT NY 14450	PHONE (A/C, No, Ext): (888) 289-2939	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC#
	INSURER A : Property and Casualty Insurance Company of Hartford	34690
INSURED	INSURER B :	
CHRISTINA MONSON DBA TIA MONSON 415 E ROUTT AVE PUEBLO CO 81004-2350	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			76 SBU BS3WRV	04/29/2025	04/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB **EXCESS LIAB** OCCUR CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	
	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					PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	Employment Practices Liability Insurance			76 SBU BS3WRV	04/29/2025	04/29/2026	Each Claim Limit Annual Aggregate Limit	$25,000 $25,000

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

Those usual to the Insured's Operations.

CERTIFICATE HOLDER	CANCELLATION
City of Pueblo, Colorado Municipal Corporation 230 S MECHANIC ST 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** Susan L. Castaneda

© 1988-2015 ACORD CORPORATION. All rights reserved.

INSURANCE IDENTIFICATION CARD - Colorado

Policy Number: 990888862 **NAIC Number:** 16322
Effective Date: 12/23/2024 **Expiration Date:** 06/23/2025
Insurer: Progressive Direct Insurance Co 1-800-776-4737
PO Box 31260 Tampa, FL 33631
Named Insured(s):
Christina Monson
Joe Monson

PROGRESSIVE®

Year	Make	Model	VIN
2018	Dodge	Grand Caravan	2C4RDGEG7JR220172
2008	Honda	Civic	2HGFA15898H351896
1998	Dodge	Ram 1500	1B7HC16X9WS658076

Christina Monson
Joe Monson
Platinum Level
Valued Customer Since 2024

Form A022 (10/20)

IF YOU'RE IN AN ACCIDENT

1. Remain at the scene. Don't admit fault.
2. Find a safe location, call the police, and exchange driver information.
3. Call Progressive right away.

TO REPORT A CLAIM
Call 1-800-274-4499 or go to claims.progressive.com.

WORKERS COMPENSATION WAIVER

Vendor Name: Christina Monson
Vendor Address: 415 E Routt Ave
Vendor City, State, Zip: Pueblo CO 81004

Date: April 28, 2025

City of Pueblo
230 S. Mechanic Street
Pueblo, CO 81003

REF: Project No: 25-015
Project Name: Sidewalk art-Bessemer area and downtown area

To whom it may concern:

I, Christina Monson, as owner and sole proprietor of Tia Monson, affirm that I currently do not have any employees on my payroll and that I will be the only person working on this project. I also affirm that should this change and I do employ workers for pay at any time that I am working on a project for the City of Pueblo (City), I will immediately obtain and provide proof of Worker's Compensation coverage.

I hereby indemnify and hold harmless the City of Pueblo, their Council members, officers, agents, employees, and any other person or entities acting on behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, of any person, including myself, who suffers any injury, disability, death or other harm, to person or property or both, as a result of my current contract with the City on the above mentioned project.

Sincerely,

Vendor Signature

Notary
Subscribed and sworn this 28 day of April 2025

Notary Public
In and for Pueblo County
And Colorado State
My commission expires: 05/23/2027

JANE DANIEL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234019462
MY COMMISSION EXPIRES 05/23/2027

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 9, 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 APPOINTMENT OF ROBERT BERRIER TO THE PUEBLO REGIONAL BUILDING ELECTRICAL BOARD OF APPEALS

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Pueblo Regional Building Electrical Board of Appeals.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Pueblo Regional Building Electrical Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is one joint vacancy on the Pueblo Regional Building Electrical Board of Appeals. The Board of County Commissioners have reviewed the applicants and are forwarding their top candidate 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.

A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF ROBERT BERRIER TO THE PUEBLO REGIONAL BUILDING ELECTRICAL BOARD OF APPEALS

WHEREAS, the Board of County Commissioners have duly convened and selected Robert Berrier to serve a three-year term on the Pueblo Regional Building Electrical Board of Appeals expiring on July 1, 2028; it is now the desire of the Pueblo City Council to ratify said appointments; and

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The joint appointment of Robert Berrier to the Pueblo Regional Building Electrical Board of Appeals to serve a three-year term expiring July 1, 2028, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 9, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 9, 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 APPOINTMENT OF SEAN CONVERY TO THE PUEBLO REGIONAL BUILDING MECHANICAL BOARD OF APPEALS

SUMMARY:

This resolution ratifies the joint City-County appointment of members to serve on the Pueblo Regional Building Mechanical Board of Appeals.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Pueblo Regional Building Mechanical Board of Appeals are made on an annual basis selecting individuals to serve expiring or vacant terms. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is one joint vacancy on the Pueblo Regional Building Mechanical Board of Appeals. The Board of County Commissioners have reviewed the applicants and are forwarding their top candidate 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.

A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF SEAN CONVERY TO THE PUEBLO REGIONAL BUILDING MECHANICAL BOARD OF APPEALS

WHEREAS, the Board of County Commissioners have duly convened and selected Sean Convery to serve a three-year term on the Pueblo Regional Building Mechanical Board of Appeals expiring on July 1, 2028; it is now the desire of the Pueblo City Council to ratify said appointments; and

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The joint appointment of Sean Convery to the Pueblo Regional Building Mechanical Board of Appeals to serve a three-year term expiring July 1, 2028, shall be and hereby is ratified.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: June 9, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 9, 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: A RESOLUTION ESTABLISHING A PUEBLO HOMELESS COMMISSION, ADOPTING BYLAWS FOR SAID COMMISSION, AND APPOINTING A CHAIRMAN THERETO

SUMMARY:

Attached is a resolution establishing the Pueblo Homeless Commission, whose purpose is to advise the Mayor and City Council by proposing policies geared toward the elimination of homelessness in the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On January 28, 2019, by Resolution No. 14151, the City Council created the Commission on Homelessness and appointed co-chairs and members thereto.

On October 15, 2019, by Resolution No. 14299, the City Council rescinded Resolution No. 14141 and created the Community Commission on Housing and Homelessness, adopted bylaws, and appointed co-chairs and members thereto.

BACKGROUND:

Homelessness remains one of the top issues facing the City of Pueblo. The creation of an advisory commission with the sole focus of eliminating homelessness is necessary to the future growth and development of Pueblo.

FINANCIAL IMPLICATIONS:

The creation of the Homeless Commission will not result in any direct out-of-pocket expenses for the City. Commissioners are volunteers and receive no compensation for their service.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If this Resolution is not approved, the chronic problems of homelessness will remain under addressed by the City.

RECOMMENDATION:

This is a policy decision of City Council and as such staff abstain from a recommendation.

ATTACHMENTS:

1. Proposed Bylaws

RESOLUTION NO.

A RESOLUTION ESTABLISHING A PUEBLO HOMELESS COMMISSION, ADOPTING BYLAWS FOR SAID COMMISSION, AND APPOINTING A CHAIRMAN THERETO

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

There is hereby created a Pueblo Homeless Commission ("Commission") as an advisory commission to the Mayor and City Council of Pueblo to propose policies geared toward the elimination of homelessness in the City of Pueblo.

SECTION 2.

The City Council hereby adopts the By-laws attached hereto and incorporated herein by reference for the purpose of guiding the Commission in accomplishing its mission.

SECTION 3.

Mark Aliff is hereby appointed to serve as Chairman of the Commission.

SECTION 4.

The Commission established hereby may be subsequently dissolved by the Mayor subject to the approval of City Council.

SECTION 5.

The officers and staff of the City are authorized and directed to take any and all required actions which are necessary or appropriate to implement the appointments, by-laws and policies and procedures described herein.

SECTION 6.

Upon adoption of this Resolution, Resolution No. 14299, a Resolution Establishing a Community Commission on Housing and Homelessness, *inter alia*, dated October 15, 2019, shall be rescinded.

SECTION 7.

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

INTRODUCED: June 9, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Pueblo Homeless Commission

By-Laws

ARTICLE I NAME

The name of this organization shall be the Pueblo Homeless Commission.

ARTICLE II ORGANIZATION

Section 1: Definitions

As used herein, the following terms shall have the meaning set forth below:

"PHC" shall mean the Pueblo Homeless Commission.

Section 2: Authority

The Pueblo Homeless Commission ("**PHC**") is hereby established as an advisory Commission to the Mayor and City Council of Pueblo to propose policies geared toward the elimination of homelessness in the City of Pueblo.

Section 3: Existence

The Commission shall remain in existence until such time as dissolved by the Mayor and City Council.

Section 4: Mission

The mission of the PHC is to end homelessness within the City of Pueblo.

Section 5: Principal Office

The principal office of PHC shall be located at the Office of the Mayor, 1 City Hall Place, 2nd Floor, Pueblo, CO 81003

Section 6: Organizational Year

The fiscal year of the Organization shall commence January 1st and terminate December 31st each year.

Section 7: Discrimination

No person or organization shall be excluded from participating in, be denied the benefits of, nor be subject to discrimination by the PHC, based on the grounds of race, ethnicity, nationality, religion, creed, gender, sexual orientation, disability or age.

ARTICLE III

FUNCTIONS AND RESPONSIBILITIES, POWERS AND DUTIES, AND POLICY GUIDELINES

Section 1: Functions and Responsibilities

The functions of the Commission shall be to propose policies and best practices related to eliminating homelessness within the City of Pueblo. The PHC shall report to City Council no less than every three (3) months regarding proposed policies, best practices, and progress related to eliminating homelessness in the City of Pueblo.

Section 2: Powers and Duties

The powers and duties of the Commission shall be as follows:

a) Appoint such officers and such subcommittees as needed, to aid PHC in fulfilling its mission.

b) To provide reports to City Council upon their request.

c) To request that the Mayor approve, and City Council adopt, By-laws and rules as necessary to fulfill the intent of the Commission.

ARTICLE IV

SIZE, COMPOSITION, AND APPOINTMENT PROCEDURES

Section 1: Size of the PHC

The number of PHC voting members appointed by the Mayor, subject to confirmation by the City Council, shall be no more than 10 members.

Section 2: Composition of the PHC

a) PHC shall be composed of no more than ten (10) members allocated as follows:

b) Pueblo County Commissioner (1), Pueblo City Council Member (1), Pueblo Police Sergeant DICE (1), Pueblo Shelter CEO/Manager (1), Service Provider (Health Solutions)(1), Community Business Leaders (3), and Members of Public (2).

Section 3: Vacancies

a) Vacancy Occurrence. A vacancy on the PHC shall occur upon the resignation, removal, or death of a member or the expiration of a member's term.

b) Filling Vacancies of the Assigned Membership. When a vacancy of the PHC Membership occurs, the Mayor, subject to confirmation by City Council, shall appoint a replacement.

ARTICLE V

PHC MEMBERSHIP TERMS

Section 1: Length of Service

a) Term Length.

1. City Council Member's and County Commissioner Member's appointments shall be for a term of one (1) year.
2. Pueblo Police Sergeant DICE Member shall be a permanent appointment.
3. Pueblo Shelter CEO/Manager shall be a permanent appointment.
4. Service Provider's appointment shall be for a term of two (2) years.
5. Community Business Leader's appointment shall be for a term of two (2) years.
6. Community At-Large appointment shall be for a term of four (4) years.

b) Term Renewal. PHC members may serve additional terms if appointed and confirmed subject to City Resolution #13614.

c) Replacement Term Length. In the event of a vacancy, the appointed replacement's term shall be for the remainder of the unexpired term.

Section 2: Membership Responsibilities

a) Attendance. PHC members are expected to attend all regularly scheduled meetings.

b) Absences. Absences will be identified as "excused" or "unexcused." An absence is considered "excused" if the member notifies a Co-Chair of the Commission prior to the scheduled meeting with a legitimate reason for the absence, including, but not limited to, illness, family emergency, employment obligations, or being out-of-town. In the case of an emergency where prior notice of the absence in not possible, subsequent notice may be made up to three (3) days after the absence. In such case, the absence will be deemed as an "excused" absence. If there is no notification as described above, the absence will be deemed to be "unexcused."

c) Compensation. PHC members shall serve without compensation.

d) Preparation. PHC members shall review all materials prior to PHC meetings and shall be prepared to engage in thoughtful discussion and evaluation.

e) Declaration of Conflicts of Interest. PHC members will declare any conflicts of interest and recuse themselves in such instance. In all instances, conduct of the PHC will comply with the Code of Ethics of the City of Pueblo, PMC Sec. 1-9-1 *et seq*.

Section 3: Member Removal

a) PHC members shall be subject to removal for the following reasons:

1) Three (3) unexcused absences or six (6) total absences from regular meetings in a period of twelve (12) consecutive months.

2) If a PHC member is unfit for reasons including, but not limited to, non-performance of responsibilities, inefficiency, or misconduct.

ARTICLE VI MEETINGS AND PROCEDURES

Section 4: Regular and Special Meetings

a) Regular Meetings. The PHC shall have regular meetings monthly at the City Council Chambers at a time determined by the PHC on the first meeting of each calendar year, unless such meetings are cancelled due to lack of a quorum or for other reasons determined by the PHC.

b) Special Meetings. A special meeting may be convened at the discretion of the Commission Co-Chairs. The Co-Chairs shall determine the time, date, and location of any special meeting. PHC Commission members will be given notice by electronic mail at least three (3) days prior to the special meeting specifying the time, date, location, and nature of the special meeting.

c) Meeting Notifications. Postings for regular and special meetings of the PHC will be by physical posting at the Office of the City Clerk located in City Hall.

Section 2: Procedures

a) Voting. Each voting PHC member shall have one vote. Voting by proxy shall not be allowed. PHC will strive for consensus and consider public input prior to voting, however a simple majority of the Commissioners present shall be sufficient for deciding a matter before the Commission.

b) Minority Report. Any vote that will result in a recommendation to the Mayor, City Council, or County Commissioners that does not receive 66% of the total Commission vote, shall result in the need for a minority report to be provided to the elected officials being advised. The minority report shall be drafted by the HRC Secretary and include the opinions and point of view of the Commission members who were in the minority.

c) Quorum. A quorum of the Commission must be present for any action to occur at either regular or special meetings. A quorum shall consists of six (6) members.

ARTICLE VII OFFICERS

Section 1: PHC Officers

PHC shall be Co-Chaired by the Pueblo City Council Representative and the Pueblo County Commission Representative. The office of Secretary shall be appointed by the Co-Chairs.

Section 2: Vacancies

A vacancy of a PHC Officer shall be filled by decision of the Pueblo City Council, Pueblo Board of County Commissioners, and Pueblo Mayor's office as appropriate.

Section 4: Duties of the Co-Chairs

a) Preside at all meetings of the Commission.

b) Represent or appoint a member of the PHC to communicate with the public, media, City Council, Board of County Commissioners, and Mayor's Office.

Section 6: Duties of Secretary

The Secretary shall keep, or cause to be kept, at the principal office of PHC, the bylaws, minutes of all meetings, a current membership list containing names, titles, employers, telephone numbers, and email addresses of all PHC members, as well as any additional documents of importance.

ARTICLE VIII ADOPTION OF BYLAWS

Section. 1: Adoption

These By-laws shall become effective upon adoption by the City Council.

Section 2: Amendment

By a simple majority vote of the PHC voting membership, PHC may recommend to the City Council that these By-laws be amended, provided that written notice setting forth the text of the proposed amendment shall be sent to PHC members at least ten (10) days prior to a designated voting meeting. No amendment of these By-laws shall take effect until final action thereon by the Mayor and City Council.

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 9, 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: A RESOLUTION TO INITIATE BY APPLICATION TO THE HISTORIC PRESERVATION COMMISSION THE RESCISSION OF THE HISTORIC LANDMARK DESIGNATION FOR BLACK HILLS 5&6

SUMMARY:

Attached for consideration is a resolution to rescind the historic landmark designation of Black Hills 5&6 Power Plant, located at 105 South Victoria.

PREVIOUS COUNCIL ACTION:

By way of Ordinance 9268 on May 14, 2018, City Council designated the Black Hills 5&6 Power Plant as a local historic landmark.

BACKGROUND:

This resolution stems from direction by City Councilman Brett Boston to pursue the rescission of the aforementioned historic designation. The City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, declares a historic landmark designation may be rescinded in the same manner as the original designation was made. While historic designations are made by the passage of an ordinance by Council, all designations begin with the submittal of an application to the Historic Preservation Commission. This process allows for the involvement of stakeholders, members of the community and City staff to deliberate and offer input prior to City Council considering any ordinance designating a historic landmark.

Staff recommend that the same process and manner be followed to pursue recission of this or any historic landmark designation.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

The stakeholder process will take place during commission hearings.

ALTERNATIVES:

City Council could choose to vote no and maintain the status quo designation.

RECOMMENDATION:

This resolution is at the request of Councilman Brett Boston.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION TO INITIATE BY APPLICATION TO THE HISTORIC PRESERVATION COMMISSION THE RESCISSION OF THE HISTORIC LANDMARK DESIGNATION FOR BLACK HILLS 5&6

WHEREAS, on May 14, 2018, City Council passed Ordinance 9268 designating the Black Hills 5&6 Power Plant, located at 105 South Victoria, as a local historic landmark; and

WHEREAS, visions for redevelopment of the Black Hills 5&6 Power Plant as a vibrant mixed-use activity hub including space for a hotel, expanding the Historic Arkansas Riverwalk of Pueblo, restaurants, retail shops, and flexible green space for outdoor activities with the Power Plant 5&6 building serving as its centerpiece, have failed to develop; and

WHEREAS, the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, declares a historic landmark designation may be rescinded in the same manner as the original designation was made; NOW THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City staff, under the direction of the Mayor, is hereby instructed to present application to the Historic Preservation Commission to rescind the local historic landmark designation of Black Hils 5&6 Power Plant, 105 South Victoria, and take all steps necessary to allow City Council to be presented with an ordinance rescinding said landmark designation.

SECTION 2.

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

SECTION 3.

This resolution shall become effective immediately upon final passage.

INTRODUCED: June 9, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 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 AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE STORMWATER UTILITY DIVISION UNDER THE PUBLIC WORKS DEPARTMENT, ESTABLISHING THE STORMWATER UTILITY DEPARTMENT AND AMENDING SUBSECTION 16-12-3(5) AND 16-12-12(A) OF CHAPTER 12 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

SUMMARY:

This Ordinance amends the department organization of the City by reestablishing the Stormwater Department. Currently, the Stormwater Utility Enterprise is listed as a division within the Public Works Department. This Ordinance reassigns responsibility for operational management and administrative oversight of the Stormwater Utility Enterprise from the Director of Public Works to the Director of Stormwater by amending Chapter 12 of Title XVI of the Pueblo Municipal Code.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Mayor has directed the Public Works Department to work toward the separation of the Stormwater Division from the Public Works Department and to present this ordinance authorizing the operations and activities of the Stormwater Utility Enterprise to be overseen by the Director of Stormwater. Currently, the Director of Public Works is dually-assigned as both the Director of Public Works and the Director of Stormwater. The Director of Stormwater position is currently unfunded. However, funding currently allocated to the vacant Stormwater Engineering Manager position will be reallocated to fund the Director of Stormwater position and the Stormwater Engineering Manager position would not be backfilled. It is intended that the Stormwater Engineering

Manager role will be abolished in 2026.

FINANCIAL IMPLICATIONS:

Funding for the Director of Stormwater position would predominantly be covered by cost savings generated by the elimination of the Stormwater Engineering Manager position. There is an additional $2,788.97 in annual cost difference between the Director of Stormwater position as compared to the Stormwater Engineering Manager position. For the remainder of the 2025 fiscal year, this amount will be less than $1,500.00 and that difference will be available within the current Stormwater Utility Enterprise operating budget through salary savings generated by the existing vacancies in the Stormwater Engineering Manager and Stormwater Coordinator positions.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass this Ordinance will maintain the status quo whereby the Stormwater Utility Enterprise will continue to operate as a Division within the Public Works Department.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE STORMWATER UTILITY DIVISION UNDER THE PUBLIC WORKS DEPARTMENT, ESTABLISHING THE STORMWATER UTILITY DEPARTMENT AND AMENDING SUBSECTION 16-12-3(5) AND 16-12-12(A) OF CHAPTER 12 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

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

SECTION 1.

Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code is amended to read as follows:

Sec. 1-5-3. Departmental organization; divisions.

(a) The administrative services of the City shall be divided under the Mayor into the following departments and heads thereof, and may be divided into the following divisions:

Department	Head
(1) Finance	Director of Finance
(2) City Clerk and Records	City Clerk
(3) Police	Chief of Police
a. Operations Bureau	
b. Support Services Bureau	
c. Investigation Division	
d. Crime Prevention Division	
e. Traffic Division	
f. Code Enforcement Division	
(4) Fire	Fire Chief
a. Fire-fighting Division	
b. Fire Prevention Division	
c. Communications Division	
d. Training Division	
(5) Public Works	Director of Public Works
a. Engineering Division	

b. Streets Maintenance Division	
[c. Stormwater Utility Division **]**	
[d.**]c.** Traffic Maintenance Division	
[e.**]d.** Public Building Maintenance Division	
[f.**]e.** Transportation Division	
[g.**]f.** Solid Waste Division	
(6) Parks and Recreation	Director of Parks and Recreation
a. Park Maintenance	
b. Recreation Division	
c. Swimming Pools Division	
d. Golf Course Division	
e. Cemeteries Division	
(7) Aviation	Director of Aviation
a. Airport Operation	
b. Property Management	
(8) Purchasing	Director of Purchasing
(9) Law	City Attorney
(10) Human Resources	Director of Human Resources
(11) Planning and Community Development a. Land Use Division b. Transportation Planning Division c. CDBG/HOME/Housing Division	Director of Planning and Community Development
(12) Information Technology	Director of Information Technology
(13) Stormwater	**Director of Stormwater**

(b) The designation of divisions and the description of division functions as set forth in this Chapter shall not be deemed to limit a department head from reorganizing his or her department from time to time as circumstances may require. Any such reorganization shall be reported to the Mayor without unnecessary delay and shall become effective immediately upon regulation issued by the Mayor.

(c) Reference to a department or department head in this Code by any title other than as set forth in this Section shall be construed to refer to the department or department head as set forth herein.

SECTION 2.

Section 16-12-3 (5) of Chapter 12 of Title XVI of the Pueblo Municipal Code is hereby amended to read as follows (brackets indicate matter being deleted, underscoring indicating matter being added):

Sec. 16-2-3. - Definitions.

(5) *Director* means the Director of the [Department of Public Works] **Stormwater Department** or the Director's designee.

SECTION 3.

Section 16-12-12 (a) of Chapter 12 of Title XVI of the Pueblo Municipal Code is hereby amended to read as follows (brackets indicate matter being deleted, underscoring indicating matter being added):

Sec. 16-12-12. - Administration and review.

(a) The administration of the provisions of this Chapter is vested in and shall be exercised by the Director, who may prescribe forms, rules, and regulations in conformity with this Chapter for the proper Administration and Enforcement of this Chapter. The Director may delegate the administration of this Chapter, or any part thereof, to duly qualified persons in the [Department of Public Works] **Stormwater Department.**

SECTION 4.

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

SECTION 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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 25-PUB-01 FOR FUNDS IN THE AMOUNT OF $70,594 FOR THE EAST APRON (NORTH) REHAB PROJECT CONSTRUCTION PHASE AND THE TAXILANE REHAB AND NEW T-HANGAR PROJECT CONSTRUCTION PHASE, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $43,525 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND BUDGETING AND APPROPRIATING $27,069 TO PROJECT NO. AP2401 – EAST APRON (N) TAXILANE REHAB PROJECT

SUMMARY:

This Ordinance will approve and accept a Colorado Department of Transportation Aeronautics Division Grant for the East Apron (North) Rehab project construction phase and the Taxilane Rehab and New T-Hangar project construction phase for the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9308, passed and approved on July 9, 2018, established Project No. AP1804 – South T-Hangar #1 budgeting and appropriating funds from insurance claim for damage to t-hangars.

Ordinance No. 10728, passed and approved on June 25, 2024, accepted CDOT Grant 24-PUB-01 providing design phase funding and establishing Project No. AP2401 - East Apron (N) Taxilane Rehab.

BACKGROUND:

The City owned a set of ten T-Hangars that were built in the late 1970s. In May of 2015, the Airport was hit by a severe hailstorm that damaged the roof. Then, in July of 2016, the T-Hangars were further damaged by a DC-10 that severely damaged the

northernmost hangar unit. Insurance funds have been received to repair the damages. However, repairing the damage will only return the building to its previous condition, which is lacking. Rainwater regularly floods the hangars and the hangar doors either require extensive repairs or will need repairs in the near future. Repairing the building would not extend its useful life. The 2022 Airport Master Plan identified the need to construct new general aviation hangars and rehabilitate taxilane infrastructure at the Pueblo Memorial Airport. It is anticipated the FAA will award a grant from the Bi-partisan Infrastructure Legislation (BIL) funds to reimburse 95% of project costs. CDOT has committed to provide up to 2.5% of project design costs, not exceeding $43,525.

The 2022 Airport Master Plan identified the need to rehab the east apron north of the GA t-hangars. It is anticipated the FAA will award a grant from Airport Infrastructure Project (AIP) funds to reimburse 95% of project costs. CDOT has committed to providing up to 2.5% of project design costs, not exceeding $27,069.

FINANCIAL IMPLICATIONS:

Funds in the amount of $43,525.00 will be budgeted and appropriated to Project No. AP1804 – South T-Hangar #1. City obligated matching funds of $43,525.00 will come from the already budgeted and appropriated funds.

Funds in the amount of $27,069.00 will be budgeted and appropriated to Project No. AP2401 – East Apron (N) Taxilane Rehab. City obligated matching funds of $27,070.00 will be transferred from the Airport Improvement Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the State and project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 25-PUB-01 SDGA Resolution to be Signed

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 25-PUB-01 FOR FUNDS IN THE AMOUNT OF $70,594 FOR THE EAST APRON (NORTH) REHAB PROJECT CONSTRUCTION PHASE AND THE TAXILANE REHAB AND NEW T-HANGAR PROJECT CONSTRUCTION PHASE, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $43,525 TO PROJECT NO. AP1804 – SOUTH T-HANGAR #1, AND BUDGETING AND APPROPRIATING $27,069 TO PROJECT NO. AP2401 – EAST APRON (N) TAXILANE REHAB PROJECT

WHEREAS, the General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in C.R.S. §43-10-101 ("the Act") "…that there exists a need to promote the safe operations and accessibility of general aviation in this state: that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of the state is crucial in the event of a medical or other type of emergency…"; and,

WHEREAS, The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. See C.R.S. §43-10-103 and C.R.S. §43-10-105 and C.R.S. §43-10-108.5 of the Act; and,

WHEREAS, any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and such airports may request assistance by means of an Ordinance passed by the applicant's duly-authorized Governing body, which understands that all funds shall be used exclusively as defined in the Division's Programs and Procedures Manual ("the Manual") and the Airport Sponsor Assurances for the Colorado Discretionary Aviation Grant Funding ("Grant Assurances") for the project detailed in the Discretionary Aviation Grant Application ("Application") and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions; now therefore,

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

SECTION 1.

The City Council of the City of Pueblo, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics ("Division") in the form of a state aviation system grant. The City of Pueblo states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application. By signing this Ordinance, the City of Pueblo commits to keep open and accessible for public use all grant funded facilities, improvements, and services for their useful life, as determined by the Division and stated in this Ordinance and Grant Assurances.

SECTION 2.

The Small Dollar Grant Award CDAG No. 25-PUB-01, including the Grant Assurances and Application, (together the "Grant Agreement") by and between the Colorado Department of Transportation Aeronautics Division ("CDOT") and the City of Pueblo, a Municipal Corporation, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 3.

The Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4.

The City of Pueblo hereby designates the Director of Aviation as the Project Director, as described in the Manual, and authorizes the Project Director to act in all matters relating to the work project proposed in the Application on City's behalf.

SECTION 5.

Funds in the amount of $43,525.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP1804 – South T-Hangar #1.

SECTION 6.

Funds in the amount of $27,069.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP2401 – East Apron (N) Taxilane Rehab.

SECTION 7.

Funds in the amount of $27,070.00 transferring from the Airport Improvement Fund are hereby budgeted and appropriated to Project No. AP2401 – East Apron (N) Taxilane Rehab.

SECTION 8.

The City of Pueblo has appropriated all funds that are currently required to be provided by the Application under the terms and conditions of the Grant Agreement.

SECTION 9.

Pursuant to the Grant Agreement, CDOT may make amendments to the grant terms and its obligations thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should CDOT increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. Project No. AP1804 – South T-Hangar #1 or Project No. AP2401 – East Apron (N) Taxilane Rehab, as

designated by CDOT respectively, without the need for further action.

SECTION 10.

The City of Pueblo hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

SECTION 11.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the Grant Agreement to implement the policy and procedures described therein.

SECTION 12.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

Colorado Division of Aeronautics
Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "… that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency…"

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Pueblo,** as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Pueblo** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That the **City of Pueblo** hereby designates **Greg Pedroza** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **City of Pueblo** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **City of Pueblo** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resloution, including all terms and conditions contained therein.

By:_____ Date: _____

Print Name and Title:_____

ATTEST (if needed)

By:_____

Print Name and Title:_____

EXHIBIT A

Colorado Division of Aeronautics
Discretionary Aviation Grant Application

APPLICANT INFORMATION		
APPLICANT SPONSOR: City of Pueblo	**AIRPORT:** Pueblo Memorial Airport	**IDENTIFIER:** PUB
PROJECT DIRECTOR: Greg Pedroza		
MAILING ADDRESS: 31201 Bryan Cir, Pueblo, CO 81001	**EMAIL ADDRESS:**	gpedroza@pueblo.us
	PHONE NUMBER:	7195532744

GRANT NAME AND TERMS		
25-PUB-01	**TERMS**	
	Execution Date:	Expiration Date: June 30, 2028

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	$70,594.00
Local Cash:	$70,595.00
Local In-Kind:	$0.00
Federal Aviation Grant:	$2,682,587.00
Total Project Funding:	$2,823,776.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. A East Apron (North) Rehabilitation Construction	$27,069.00	Up to 2.50%	$27,070.00	2.50%	$1,028,637.00	95.00%	$1,082,776.00
B. B BIL-West GA Taxilanes Pavement Rehabilition and T Hangars	$43,525.00	Up to 2.50%	$43,525.00	2.50%	$1,653,950.00	95.00%	$1,741,000.00
TOTALS	**$70,594.00**		**$70,595.00**		**$2,682,587.00**		**$2,823,776.00**

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.

b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.

b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

2. **On-Airport Hazard Removal and Mitigation**. The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.

4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

a. Operating the airport's aeronautical facilities whenever required;

b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.

5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.

6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.

7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

STATE CONTROLLER

MODEL SMALL DOLLAR GRANT AWARDS AND CONTENT

This is a State Controller Contract, Grant, and Purchase Order Policy under the State Fiscal Rules. All Small Dollar Grant Awards shall use one of the approved models Small Dollar Grant Award or Grant Agreement forms described in Fiscal Rule 3-4 unless the State Agency or Institution of Higher Education (IHE) has obtained the prior written approval from the Office of the State Controller (OSC).

1) ***Available Model Small Dollar Grant Awards.*** The following model Small Dollar Grant Awards may be used by State Agencies and IHEs without additional approval from the OSC:

   a. **Financial System Generated Small Dollar Grant Awards.** This model is the system-generated document resulting from a Colorado Operations Resource Engine (CORE) POGG1 encumbrance or through another approved state financial system, which also explicitly references a link to the State of Colorado Small Dollar Grant Award Terms and Conditions that are attached to this policy. This model does not include other documents with a similar or the same appearance as one of these documents that is not generated within the financial system

   b. **Other Approved Forms.** A State Agency or IHE, at the discretion of the State Agency's or IHE's Procurement Official or State Controller delegate, may request other approved forms from the OSC.

   c. **Backup Forms.** If CORE or the approved state financial system used by the State Agency or IHE is unavailable for an extended period of time when a Small Dollar Grant Award must be issued, the State Agency or IHE, with the prior approval of the OSC, may use a backup form with the same or substantially similar appearance as one of the documents described in **§1)a.**

2) ***Modifications of Model Small Dollar Grant Awards.*** A State Agency or Institution of Higher Education issuing a Small Dollar Grant Award may not modify the State of Colorado Small Dollar Grant Award Terms and Conditions attached to this policy, including Addendum 1: Additional Terms & Conditions for Information Technology ("Addendum"), in any way without prior written approval of the OSC.

   a. **Exception.** The Office of Information Technology (OIT) may modify the provisions of Addendum for the State of Colorado Small Dollar Grant Awards specifically issued by OIT with the prior written approval of the Procurement Official of OIT or authorized delegate, without obtaining additional approval from OSC.

   b. **Unauthorized Modifications.** Except as described in **§2)a.**, the failure of a State Agency or IHE to obtain approval from the OSC prior to issuing a Small Dollar Grant Award with modified the State of Colorado Small Dollar Grant Award Terms and Conditions shall constitute a violation of Fiscal Rule 3-4, §§ 4.1.7. and 5.1.

3) ***Small Dollar Grant Award Exhibits and References.*** All Small Dollar Grant Awards shall either include or specifically reference the State of Colorado Small Dollar Grant Award Terms and Conditions by hyperlink or, if modified in accordance with **§2)**, attach the modified State of Colorado Small Dollar Grant Award Terms and Conditions and shall clarify on the Small Dollar Grant Award that the attached modified State of Colorado Small Dollar Grant Award Terms and Conditions shall govern the Small Dollar Grant Award in lieu of the State of Colorado Small Dollar Grant Award Terms and Conditions referenced by hyperlink. Small Dollar Grant Awards shall also include any additional exhibits, based on the nature of the work performed under the Small Dollar Grant Award, as required by any other state

and/or federal agency with authority over that type of work or by any entity providing funding for the Small Dollar Grant Award, including, but not limited to, the following:

a. Additional information technology provisions required by OIT.

b. Additional provisions required to comply with the Office of Management and Budget Uniform Guidance, or the Federal Funding Accountability and Transparency Act, or any other applicable federal terms and conditions.

c. Any federally required attachments relating to confidential information, such as a Health Information Portability and Accountability Act (HIPAA) Business Associate Addendum or a Federal Tax Information Exhibit.



Robert Jaros, CPA, MBA, JD State Controller

STATE CONTROLLER

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.

2. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

3. Changes. Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

4. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**Award**" means an award by a Recipient to a Subrecipient; **(b)** "**Budget**" means the budget for the Work described in this Agreement; **(c)** "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d)** "**UCC**" means the Uniform Commercial Code in CRS Title 4; **(e)** "**Effective Date**" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f)** "**Federal Award**" means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g)** "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient; **(h)** "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i)** "**Matching Funds**" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j)** "**Recipient**" means the State agency identified on the face of the Small Dollar Grant Award; **(k)** "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l)** "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m)** "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n)** "**Work**" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. Rights to Materials. [*Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.*] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, of use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this 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.

STATE CONTROLLER

ADDENDUM 1:
Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b)** "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq*.; **(c)** "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d)** "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e)** "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(f)** "**State Confidential Information**" means any and all State 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, 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, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq*.

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

STATE CONTROLLER

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY ADDING FIVE (5) FULL-TIME POSITIONS TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT

SUMMARY:

The Police Department requests the addition of five full-time, civilian Community Service Officer positions, to enhance the operational efficiency of the department.

PREVIOUS COUNCIL ACTION:

On December 9, 2024, Ordinance No.10852 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2025.

BACKGROUND:

The Pueblo Police Department, like most agencies across the country, has and continues to struggle with hiring sworn Police Patrol Officers. As of May 28, 2025 the department had 42 vacancies, with 20 officers out on injuries and various forms of leave giving us a working manpower of 145 officers. In 2024, with very similar numbers, our department handled over 151,000 calls for service. To free up sworn officers to handle more urgent calls for service and to provide better customer service to our community the Police Department is requesting to freeze five (5) vacant Police Patrol Officer positions and divert the salary savings for those positions to fund five additional Community Service Officers (CSOs). These civilian positions have been far easier to attract and hire strong talent to perform critical duties in support of the Police Department mission. Community Service Officers conduct investigations related to the following: cold burglaries, criminal mischief, property damage, graffiti, frauds & forgeries, littering, missing people & runaways, CPTED Inspections, supplemental reports to include retrieving video and other evidence that is not available when officers take initial reports, theft reports, and traffic hazards.

The Community Service Officers taking these calls will allow officers more time to be proactive and respond to other, higher priority calls for service. While not a long-term solution to our issues this is one way for us to address our extreme call load and manpower situation and will allow the department to provide better customer service to our community and improve call response times.

The five (5) additional positions will join the current six (6) Community Service Officers already in service to the community in this capacity.

FINANCIAL IMPLICATIONS:

The cost of the additional positions for an entire year and the estimated remainder of the year once hires are accomplished is outlined below.

Community Service Officer

Cost Item	Approximate Annual Cost	Approximate Cost for 6 months
Salary	$ 52,177	$ 26,089
Retirement (PERA)	$ 7,712	$ 3,856
Health Insurance	$ 23,717	$ 11,859
Dental Insurance	$ 296	$ 148
Life Insurance	$ 72	$ 36
Medicare	$ 757	$ 378
Estimated Position Cost	**$ 84,731**	**$ 42,365**
Estimated Cost for 5 Positions	**$ 423,653**	**$ 211,827**

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain staffing levels as they are, which is not operationally desirable, especially given the shortage of staffing of certified peace officers.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY ADDING FIVE (5) FULL-TIME POSITIONS TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the City of Pueblo Police Department; NOW THEREFORE,

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

SECTION 1.

The following section captioned “Police” of Ordinance No.10852, being the 2025 Staffing Ordinance, are amended as follows:

Police	
Police Chief	1
Police Deputy Chief	3
Police Captain	8
Police Sergeant	25
Police Corporal	55
Police Patrol Officer	115
Abandoned Vehicle Coordinator	1
Abatement Worker	2
Administrative Technician	2
Building Custodian	1
Code Enforcement Manager	1
Code Enforcement Officer	9
Community Initiative to Reduce Violence (CIRV) Program Manager	1
Community Service Officer	[6] **11**
Crime Analyst	1
Dispatch Manager	1
Dispatch Training Coordinator	1
Emergency Services Dispatcher	24
Emergency Services Dispatcher Supervisor	3
Office Assistant/Police Records Technician	10
Office Assistant/Investigations Technician	1
Office Assistant/Police Services Technician	1
Office Assistant/Property & Evidence Technician	3
PD Community Engagement Manager	1
Police Payroll Technician	2
Police Records Manager	1
Real Time Crime Center Technician	4
Senior Office Assistant	8
Social Media Specialist	1
Total	[292] **297**

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2025 Budget and staffing with respect to the number and allocation of positions within the Police Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN COLORADO STATE UNIVERSITY ("CSU") AND THE PUEBLO FIRE DEPARTMENT ALLOWING THE AUTHORITY HAVING JURISDICTION ("AHJ") OVER COLORADO STATE UNIVERSITY FACILITIES OPERATIONS IN PUEBLO CITY LIMITS FOR BUILDING CONSTRUCTION PLAN REVIEW AND RELATED INSPECTIONS, FIRE SAFETY INSPECTIONS AND FIRE SAFETY PERMITS AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance approves a MOU between the Colorado State University and The Pueblo Fire Department and the AHJ for the life-safety services provided by AHJ for the best interest of the people served by the Colorado State University facilities that AHJ provide all review, inspections, and oversight for fire and related life-safety issues for these facilities.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado State University and The Pueblo Fire Department facilities are located in the City of Pueblo which fall under Colorado State University jurisdiction.

FINANCIAL IMPLICATIONS:

The cost of compliance with the MOU for building construction review and related inspections, fire safety inspections, and fire safety permits as provided in the MOU.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. Pueblo FD MOU 2025 csu p

ORDINANCE NO.

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

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

SECTION 1.

The MOU between the Colorado State University and The Pueblo Fire Department, a copy of which is attached hereto and incorporated herein, is approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreements to effectuate the transactions described therein.

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

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

Action by City Council:

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

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

May 12, 2025

Mrs. Barbara Huber
Fire Chief
City of Pueblo Fire Department
1551 Bonforte Blvd.
Pueblo, CO 81001

Dear Mrs. Huber,

As directed by the Office of the State Architect (OSA), this letter is written to serve as a Memorandum of Understanding between Colorado State University Pueblo (CSU Pueblo) and the City of Pueblo Fire Department to ensure compliance with the OSA policies and procedures regarding fire safety.

It is the University's policy and intent to work directly with the City of Pueblo Fire Department as the certified authority with regard to construction and inspections involving fire safety systems in buildings located within Pueblo City Limits. The campus of Colorado State University Pueblo, whose address is as follows is located within the city limits and thus within the City of Pueblo Fire Department district:

Colorado State University Pueblo
2200 Bonforte Blvd
Pueblo, CO 81001

Specifically, Colorado State University Pueblo agrees to the following actions and procedures by the City of Pueblo Fire Department for fire safety systems within the above referenced facility:

- Plan review of construction documents for new/modified fire safety systems as requested
- Review of fire alarm, smoke and fire suppression system shop drawings as requested
- Designated meetings as required with CSU Pueblo design and construction staff, contractors and consultants to review project fire safety systems during design and construction
- Provision of fire safety inspections during construction, including review of related building components such as egress and occupancy, as well as fire alarm systems, and fire suppression systems, fire hydrant and panel locations and other systems or components related to fire safety
- Compilation of any records required to facilitate response to fire alarms and emergencies including building drawings

- Provision to provide annual inspections of fire safety systems

The University would like to take this opportunity to formally thank the men and women of the City of Pueblo Fire Department, for all they do in providing essential fire safety services to the campus.

Thank you for your kind consideration in this matter.

Sincerely,

Garrison Ortiz, Vice President of University Operations & Chief Financial Officer
Colorado State University Pueblo

The undersigned representatives of the Colorado State University Pueblo and the City of Pueblo Fire Department hereby *acknowledge this summary of the procedures and processes currently in place for the University regarding fire safety and response:*

Garrison Ortiz VP of University Operations & CFO Colorado State University Pueblo	Heather Graham Mayor City of Pueblo

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Scott Hobson, Acting Director Planning and Community Development
Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO THE DEPARTMENTAL ORGANIZATION, ABOLISHING THE DIVISION OF CDBG/HOME/HOUSING UNDER THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, ESTABLISHING THE DEPARTMENT OF HOUSING AND CITIZEN SERVICES AND AMENDING SUBSECTION 4-8-4(2) OF CHAPTER 8 OF TITLE IV AND SECTION 8-1-8 OF CHAPTER 1 OF TITLE VIII OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

SUMMARY:

Attached for consideration are amendments to Section 1-5-3 of Chapter 5 of Title I, Section 4-8-4 of Chapter 8 of Title IV and Section 8-1-8 of Chapter 1 of Title VIII of the Pueblo Municipal Code relating to the re-establishment of the Housing & Citizen Services Department with a change in department status from a division within the Planning & Community Development Department to a department.

PREVIOUS COUNCIL ACTION:

On November 27, 2023, Ordinance No.10594 was approved by City Council. This Ordinance provided changes to Pueblo Municipal Code related to the department organization and abolished the Housing & Citizen Services Department through a reorganization, creating a division for the housing function within the Planning & Community Development Department.

BACKGROUND:

This ordinance would enact several changes to Pueblo Municipal Code for the purpose of reestablishing the Housing & Citizen Services Department and abolishing the CDBG/HOME & Housing Division within the Planning & Community Development

Department as part of a reorganization.

In November of 2023, City Council, at the request of the prior administration, approved the abolishment of the Housing & Citizen Services Department and moving the function under the Planning and Community Development Department as a subordinate division. Given the rising and critical needs for affordable housing services in the community and following organizational analysis, it has been determined that that the prior organizational arrangement has been less effective than when the function was a stand-alone department.

By reestablishing the Housing & Citizen Services Department as a department, the City and the citizens of the community will benefit from focused service delivery, identifying potential infill multi-family residential development properties and determining the obstacles and costs of making these properties "housing development ready**".** The Housing & Citizen Services Department will function as it did prior to the change, under new leadership, with an appropriate emphasis on continued coordination in implementing steps to make affordable and workforce housing project sites more competitive projects that can be chosen for CHAFA, CHAFA Multi-family Private Activity Bond financing, DOLA, Proposition 123 funding programs.

The staff assigned to Housing & Citizen Services provide critical services for the coordination and implementation of CDBG and HOME funds that fund selective demolitions, mold remediation, roof replacement, accessibility modifications, and home repairs and retrofits. The Housing & Citizen Services Department will continue to coordinate with Pueblo County and the Community Services Advisory Commission (CSAC) and Citizens Advisory Commission in recommending projects and program funding for non-profit agencies and service providers. This change will allow for department level focus on management of grant service contracts providing affordable housing financing, infrastructure improvements, and homeless prevention, substance abuse programs, victim's assistance, youth recreation, daycare, and senior services. These will be a vital part of the department's functions.

Many of the Colorado Department of Local Affairs (DOLA) "Best Practices in Affordable Housing Development" identified in HB 21-1271 passed by the Colorado General Assembly in 2021 are of paramount importance and require intentional department level leadership and focus to implement. Housing and Citizen Services will focus on identifying priority properties to be acquired by the City and placed in a land bank to move the properties into "housing development ready" status for multi-family housing development more efficiently and effectively.

The only staffing change which will occur with this reorganization, beyond the general reassignment of positions currently assigned to the CDBG/HOME & Housing Division to the re-established Housing & Citizen Services department, will be the reinstatement of the Director of Housing & Citizen Services position in the 2025 Staffing Ordinance, which is concurrently presented with these necessary code changes via separate ordinance.

The changes to the sections of Pueblo Municipal Code listed in the title of this ordinance accomplish the reestablishment of the Housing & Citizen Services

Department and the abolishment of the CDBG/HOME & Housing Division under the Planning & Community Development Department. Specifically, the following sections of code require changes:

Section 1-5-3
Abolishes the CDBG/HOME & Housing Division under the Planning & Community Development Department and creates the Housing & Citizen Services Department..

Section 4-8-4
Provides certain authorities with respect to the International Property and Maintenance Code to the current director position in Planning & Community Development. This authority will be transferred to the Director of Housing & Citizen Services or designee with the proposed changes.

Section 8-1-8
Outlines rules and regulations governing the Emergency Housing Rehabilitation Program. The process for funding and application, qualifications for the program and all authorities of approval and criteria for assistance which will be transferred by the code changes to the Housing & Citizen Services Director with such processes housed in the Housing & Citizen Services Department

FINANCIAL IMPLICATIONS:

There is no cost associated with the reorganization as described herein or the code changes proposed.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council could deny the Pueblo Municipal Code changes which would complicate the proposed reorganization to improve housing program management and would confuse the authorities related to delivering these important services for the community.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO THE DEPARTMENTAL ORGANIZATION, ABOLISHING THE DIVISION OF CDBG/HOME/HOUSING UNDER THE DEPARTMENT OF PLANNING AND COMMUNITY DEVELOPMENT, ESTABLISHING THE DEPARTMENT OF HOUSING AND CITIZEN SERVICES AND AMENDING SUBSECTION 4-8-4(2) OF CHAPTER 8 OF TITLE IV AND SECTION 8-1-8 OF CHAPTER 1 OF TITLE VIII OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH

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

SECTION 1.

Section 1-5-3 of Chapter 5 of Title I of the Pueblo Municipal Code is amended to read as follows:

(If Ordinance captioned “AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE STORMWATER UTILITY DIVISION UNDER THE PUBLIC WORKS DEPARTMENT, ESTABLISHING THE STORMWATER UTILITY DEPARTMENT AND AMENDING TITLE XVI OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH” presented contemporaneously with this Ordinance is not passed)

Sec. 1-5-3. Departmental organization; divisions.

(a) The administrative service of the City shall be divided under the Mayor into the following departments and heads thereof, and may be divided into the following divisions:

Department	Head
(1) Finance	Director of Finance
(2) City Clerk and Records	City Clerk
(3) Police	Chief of Police
a. Operations Bureau	
b. Support Services Bureau	
c. Investigation Division	
d. Crime Prevention Division	
e. Traffic Division	
f. Code Enforcement Division	
(4) Fire	Fire Chief
a. Fire-fighting Division	
b. Fire Prevention Division	
c. Communications Division	
d. Training Division	
(5) Public Works	Director of Public Works
a. Engineering Division	
b. Streets Maintenance Division	
c. Stormwater Utility Division	

d. Traffic Maintenance Division	
e. Public Building Maintenance Division	
f. Transportation Division	
g. Solid Waste Division	
(6) Parks and Recreation	Director of Parks and Recreation
a. Park Maintenance	
b. Recreation Division	
c. Swimming Pools Division	
d. Golf Course Division	
e. Cemeteries Division	
(7) Aviation	Director of Aviation
a. Airport Operation	
b. Property Management	
(8) Purchasing	Director of Purchasing
(9) Law	City Attorney
(10) Human Resources	Director of Human Resources
(11) Planning and Community Development a. Land Use Division b. Transportation Planning Division **[**c. CDBG/HOME/Housing Division**]**	Director of Planning and Community Development
(12) Information Technology	Director of Information Technology
(13) Housing & Citizen Services	**Director of Housing & Citizen Services**

(b) The designation of divisions and the description of division functions as set forth in this Chapter shall not be deemed to limit a department head from reorganizing his or her department from time to time as circumstances may require. Any such reorganization shall be reported to the Mayor without unnecessary delay and shall become effective immediately upon regulation issued by the Mayor.

(c) Reference to a department or department head in this Code by any title other than as set forth in this Section shall be construed to refer to the department or department head as set forth herein.

(Alternatively, If Ordinance captioned “AN ORDINANCE AMENDING SECTION 1-5-3 OF CHAPTER 5 OF TITLE I OF THE PUEBLO MUNICIPAL CODE RELATING TO DEPARTMENTAL ORGANIZATION, ABOLISHING THE STORMWATER UTILITY DIVISION UNDER THE PUBLIC WORKS DEPARTMENT, ESTABLISHING THE STORMWATER UTILITY DEPARTMENT AND AMENDING TITLE XVI OF THE PUEBLO MUNICIPAL CODE TO MAKE CONSISTENT THEREWITH” presented contemporaneously with this Ordinance is passed)

Sec. 1-5-3. Departmental organization; divisions.

(a) The administrative service of the City shall be divided under the Mayor into the following departments and heads thereof, and may be divided into the following divisions:

Department	Head
(1) Finance	Director of Finance
(2) City Clerk and Records	City Clerk
(3) Police	Chief of Police
a. Operations Bureau	
b. Support Services Bureau	

c. Investigation Division	
d. Crime Prevention Division	
e. Traffic Division	
f. Code Enforcement Division	
(4) Fire	Fire Chief
a. Fire-fighting Division	
b. Fire Prevention Division	
c. Communications Division	
d. Training Division	
(5) Public Works	Director of Public Works
a. Engineering Division	
b. Streets Maintenance Division	
c. Traffic Maintenance Division	
d. Public Building Maintenance Division	
e. Transportation Division	
f. Solid Waste Division	
(6) Parks and Recreation	Director of Parks and Recreation
a. Park Maintenance	
b. Recreation Division	
c. Swimming Pools Division	
d. Golf Course Division	
e. Cemeteries Division	
(7) Aviation	Director of Aviation
a. Airport Operation	
b. Property Management	
(8) Purchasing	Director of Purchasing
(9) Law	City Attorney
(10) Human Resources	Director of Human Resources
(11) Planning and Community Development a. Land Use Division b. Transportation Planning Division **[**c. CDBG/HOME/Housing Division**]**	Director of Planning and Community Development
(12) Information Technology	Director of Information Technology
(13) Stormwater	Director of Stormwater
(14) Housing & Citizen Services	**Director of Housing & Citizen Services**

(b) The designation of divisions and the description of division functions as set forth in this Chapter shall not be deemed to limit a department head from reorganizing his or her department from time to time as circumstances may require. Any such reorganization shall be reported to the Mayor without unnecessary delay and shall become effective immediately upon regulation issued by the Mayor.

(c) Reference to a department or department head in this Code by any title other than as set forth in this Section shall be construed to refer to the department or department head as set forth herein.

SECTION 2.

Subsection 4-8-4(2) of Chapter 8 of Title IV of the Pueblo Municipal Code is amended to read as follows:

Sec. 4-8-4. Amendments to the I.P.M.C.

The following Subsections of the I.P.M.C. are hereby amended to read as follows: . . .

(2) Subsection 103.2 Appointment.

The Mayor, Department of Planning and Community Development, the Building Official (as defined in Chapter 1 of this Title), Code Enforcement Officers designated under Chapter 5 of Title XVII, Pueblo Municipal Code as amended, the Fire Chief, the Police Chief and the Police Department's Police Support Technicians, the Health Officer, **Director of Housing & Citizen Services,** and any of their designees shall each be deemed Code Officials for purposes of the I.P.M.C.

The following Code Officials shall have responsibility for enforcement of the following Sections of the I.PM.C., but the Mayor may, from time to time, delegate or reassign responsibility to enforce any section of the I.P.M.C to any Code Official:

a. Director of Planning and Community Development or designee thereof: Subsection 301.3, Section 303, Section 306, Section 308, and Section 302, except Subsection 302.5;

b. Police Department and its Police Support Technicians Code Enforcement Officers Section 301.3, Subsection 302.8, Section 303, Section 307.1, Section 308, and Section 302, except Subsection 302.5;

c. Building Official: Section 304 and Section 606; and the following Sections, but only as to commercial buildings: Subsection 301.3, Subsection 307.1, Section 504, Section 505, Section 506, Section 507, Section 603, Section 604, Section 605, and Section 607.

d. Fire Chief: Subsection 307.1; Section 701, Section 702, Section 703, and Section 704;

e. Health Official: Subsection 301.3, Subsection 302.5, Section 308, Section 309; and

f. **Director of Housing & Citizen Services** **[**Director of Planning and Community Development or designee thereof**]:** the following Sections, but only as to residential buildings: Subsection 301.3, Section 305, Section 306, Subsection 307.1, Section 401 Section 402, Section 403, Section 404, Section 501, Section 502, Section 503, Section 504, Section 505, Section 506, Section 507, Section 601, Section 602, Section 603 Section 604, Section 605, and Section 607.

SECTION 3.

Section 8-1-8 of Chapter 1 of Title VIII of the Pueblo Municipal Code is amended to read as follows:

Sec. 8-1-8. Emergency Housing Rehabilitation Program.

(a) A special housing rehabilitation revolving fund to be designated Emergency Housing Rehabilitation Fund is hereby established. Appropriations to said Fund may be made by the City Council by resolution. Payments out of said Fund shall be made by the Director of Finance upon the written request of the Director of the Department of [Planning and Community Development

or designee thereof] **Housing & Citizen Services** based upon applications for assistance submitted and approved in accordance with the provisions of this Section.

(b) The owner of any owner-occupied residential building who qualifies under Subsection (c) of this Section shall be entitled to make application for emergency housing rehabilitation assistance within thirty (30) days after occurrence of a qualifying event. Applications shall be timely made to the Department of **[**Planning and Community Development**]** **Housing & Citizen Services** upon forms prepared by said Department.

(c) The owner of an owner-occupied residential building may qualify and be eligible for emergency housing assistance if such owner either receives a Notice and Order under the International Property Maintenance Code, as adopted and amended by the Pueblo Municipal Code, as amended, ("I.P.M.C.") or, if the I.P.M.C. is not applicable, receives notice from a code official that the residential building fails to meet requirements of any other building codes or ordinances of the City. In such case, the owner may apply for housing rehabilitation assistance if the income and assets, excluding the value of the building in question, of such owner, or of a family the head of which or whose spouse is the owner, are within the limits prescribed for persons or families occupying public housing in the City financed pursuant to Chapter 8, Title 42 United States Code. The Department of **[** Planning and Community Development**]** **Housing & Citizen Services** shall certify all owner-applicants meet such qualifications. The department will prepare an estimate of the costs of repairs required to rehabilitate said building to meet the standards of the Housing Code.

(d) The Director of the Department of **[** Planning and Community Development or designee thereof **]** **Housing & Citizen Services** shall consider all applications for emergency housing rehabilitation assistance and, subject to available appropriations, may approve any application meeting the program requirements. All grants of assistance shall be used only for repairs and rehabilitation of an owner-occupied residential building which will abate the conditions which make the building noncompliant with the I.P.M.C. or other building codes or ordinances.

(e) The Department of **[**Planning and Community Development **]** **Housing & Citizen Services** shall not approve any application for assistance until after the Director of Finance shall certify in writing to the Director of the Department of **[**Planning and Community Development **]** **Housing & Citizen Services** that there are sufficient monies in the Emergency Housing Rehabilitation Fund for such grant of assistance and until after the Department of **[**Planning and Community Development**]** **Housing & Citizen Services** receives proof that the applicant-owner is the fee owner of said land and building.

(f) The owner of any owner-occupied residential building who receives housing rehabilitation assistance shall enter into an agreement with the City, on forms to be approved by the City Attorney, to repay to the City such financial assistance based on existing loan formulas and criteria used within the Department of [Planning and Community Development**]** **Housing & Citizen Services**. Such repayment agreement shall be placed of record and shall become and remain a lien and encumbrance on the building and land upon which the building is located until paid in full. Said grant of assistance shall become due and payable immediately upon the transfer of title to said land and building by the owner, or, upon the death of the owner, unless title to said land and building shall pass to the spouse of or an issue of such owner who meets the qualification of Subsection (c) hereof, and the Department of [Planning and Community Development**]** **Housing & Citizen Services** shall certify the same in writing to the Director of Finance within sixty (60) days after the death of such owner. Failure of the surviving spouse or issue of the deceased owner to request and obtain such certification from the Director of the Department of **[**Planning and Community Development or designee thereof **]**Housing & Citizen Services within said sixty-day period shall conclusively constitute a waiver of all rights of such

surviving spouse or issue to further defer repayment of the grant of assistance.

(g) All repayments of rehabilitation grants of assistance shall be credited to the Emergency Housing Rehabilitation Fund.

(h) Nothing contained in this Section shall obligate the City Council to appropriate funds to the Emergency Housing Rehabilitation Fund.

SECTION 4.

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

SECTION 5.

This Ordinance is subject to and conditioned upon City Council passage and approval of an ordinance submitted contemporaneously herewith and captioned "AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY adding a section entitled housing & Citizen Services, adding One (1) full-time housing & citizen services director to THE AUTHORIZED staffing of the housing & citizen services Department and amendment of the Planning and Community Development authorized staffing as part of a reorganization" (the "Staffing Ordinance:).

SECTION 6.

Subject to such conditions, this Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor
Scott Hobson, Acting Director Planning and Community Development
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY ADDING A SECTION ENTITLED HOUSING & CITIZEN SERVICES, ADDING ONE (1) FULL-TIME HOUSING & CITIZEN SERVICES DIRECTOR TO THE AUTHORIZED STAFFING OF THE HOUSING & CITIZEN SERVICES DEPARTMENT AND AMENDMENT OF THE PLANNING AND COMMUNITY DEVELOPMENT AUTHORIZED STAFFING AS PART OF A REORGANIZATION.

SUMMARY:

A review of ways to enhance operational efficiency related to development and housing activities has been underway within the Planning & Community Development Department with an emphasis on the housing function for the City of Pueblo.

This review and request for reorganization essentially reverses the prior administration's request and Council approval to abolish the Housing & Citizen Services Department making it a subordinate division within Planning & Community Development. The current administration, with the concurrence of staff involved feel that this arrangement has not been as successful as hoped and given the ongoing and critical housing needs of the community the re-establishment of a stand-alone department is the best organizational approach to place appropriate emphasis on these objectives of affordable housing and rehabilitation within the community.

This reorganization will include changes in reporting structure for all staff currently assigned to the Housing & Citizen Services Department to a new division focused on housing program activities within the Planning & Community Development Department.

PREVIOUS COUNCIL ACTION:

On November 27, 2023, Ordinance No. 10595 was approved by City Council. This

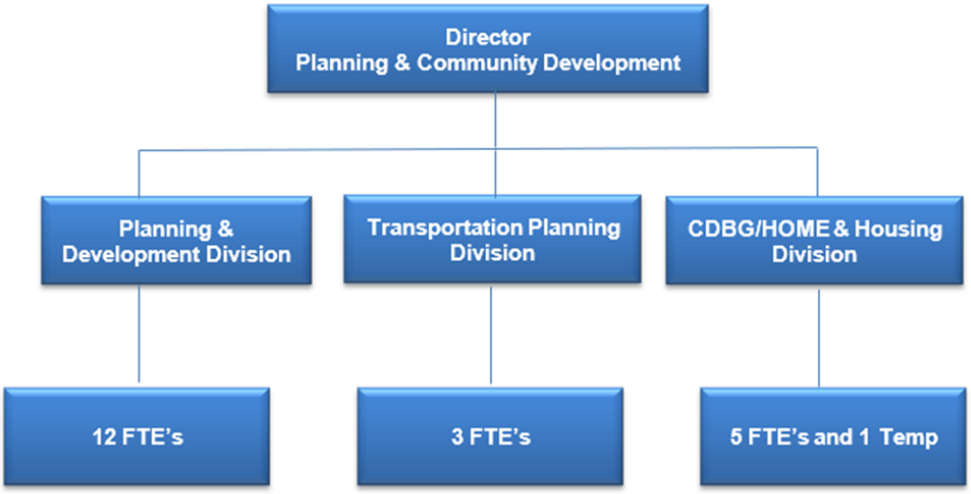
Ordinance abolished the Housing & Citizen Services Director position and added a subordinate division manager over the housing function for the City.

On December 9, 2024, Ordinance No.10852 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2025.

BACKGROUND:

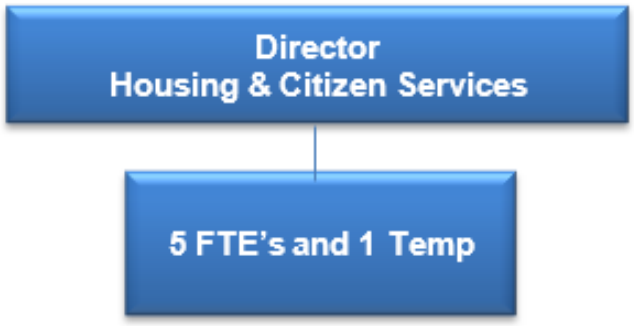
It has become apparent that the previous organizational arrangement has been less effective than desired. With the passage of recent legislation which will greatly broaden available funding to address critical housing issues in the community, the housing function requires department-level emphasis and leadership.

Current Organizational/Functional Chart – Housing Function



Reorganization and Reporting Changes

The reorganization will include the movement of all Housing & Citizen Services staff back to a re-established Housing & Citizen Services Department.



Staffing Changes

With changes accomplished through a related ordinance which amends various provisions of the Pueblo Municipal Code, some of the duties and director level authorities currently associated with and performed by the Planning & Community Development Director will be transferred back to the re-established Housing & Citizen Services Director.

Therefore, the re-established position of Housing & Citizen Services Director is proposed within this staffing ordinance. This position will provide director-level leadership of the housing program staff, will oversee all housing activities to include non-profit funding

FINANCIAL IMPLICATIONS:

The cost of the re-established director position is outlined below.

Housing & Citizen Services Director

Cost Item	Approximate Annual Cost	Approximate Cost for 6 months
Salary	$ 114,378	$ 57,189
Retirement (PERA)	$ 16,905	$ 8,453
Health Insurance	$ 23,717	$ 11,859
Dental Insurance	$ 296	$ 148
Life Insurance	$ 72	$ 36
Medicare	$ 1,658	$ 829
Estimated Position Cost	**$ 157,027**	**$ 78,514**

Like all housing positions within the City organization, this position will be initially funded by the General Fund with reimbursement through federal HUD funds for all position costs.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels and classifications. The suggested change represents a more efficient and effective way to accomplish the objectives of the City's housing program.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY ADDING A SECTION ENTITLED HOUSING & CITIZEN SERVICES, ADDING ONE (1) FULL-TIME HOUSING & CITIZEN SERVICES DIRECTOR TO THE AUTHORIZED STAFFING OF THE HOUSING & CITIZEN SERVICES DEPARTMENT AND AMENDMENT OF THE PLANNING AND COMMUNITY DEVELOPMENT AUTHORIZED STAFFING AS PART OF A REORGANIZATION.

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for delivering housing and citizen services to the community; NOW THEREFORE

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

SECTION 1.

The following sections captioned “Planning & Community Development” of Ordinance No. 10852, the 2025 Staffing Ordinance, shall be amended as follows:

Planning & Community Development	
Director of Planning & Community Development	1
Assistant Mayor/Community Investment	1
Administrative Technician	[2]1
[CDBG/HOME & Housing Administrator	1]
[Community Development Specialist	1]
[Housing/Community Development Coordinator II	1]
[Housing & Community Development Specialist	1]
Land Use Technician II	1
Land Use Technician	1
MPO Manager	1
Planner	4
Principal Planner	1
Senior Office Assistant	1
Senior Planner	2
Transportation Planning Technician	1
Total	**[20] 15**

The following section entitled “Housing & Citizen Services” shall be added to Ordinance No. 10852, the 2025 Staffing Ordinance:

Housing & Citizen Services	
Director Housing & Citizen Services	1
CDBG/HOME & Housing Administrator	1
Community Development Specialist	1
Housing/Community Development Coord II	1
Housing & Community Development Specialist	1
Administrative Technician	1
Total	6

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2022 Budget and staffing with respect to the number and allocation of positions within the Stormwater Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FISCAL YEAR 2025 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR DIRECTOR OF HOUSING & CITIZEN SERVICES

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Director Housing & Citizen Services.

PREVIOUS COUNCIL ACTION:

On December 9, 2024, Ordinance No.10853 was approved by City Council. This Ordinance provided the classification and pay plan for Fiscal Year 2025.

BACKGROUND:

The Mayor along with the re-established Housing & Citizen Services Department desire to add a full-time position to perform the leadership, compliance, coordination and administrative activities associated with the Community Development Block Grant, HOME Grant, and other housing activities within the department. The new classification title will be Director Housing & Citizen Services. The creation of this position is part of a reorganization.

This position will be an appointed, non-bargaining position within the City.

FINANCIAL IMPLICATIONS:

The cost of the re-established director position is outlined below.

Housing & Citizen Services Director

Cost Item	Approximate Annual Cost	Approximate Cost for 6 months
Salary	$ 114,378	$ 57,189
Retirement (PERA)	$ 16,905	$ 8,453
Health Insurance	$ 23,717	$ 11,859
Dental Insurance	$ 296	$ 148
Life Insurance	$ 72	$ 36
Medicare	$ 1,658	$ 829
Estimated Position Cost	**$ 157,027**	**$ 78,514**

Like all housing positions within the City organization, this position will be initially funded by the General Fund with reimbursement through federal HUD funds for all position costs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The suggested change establishes the 2025 salary range for the classification of Director Housing & Citizen Services. If this ordinance is not approved, and assuming the establishment of the Director Housing & Citizen Services position is approved, no salary range will be associated with the classification and the position cannot be filled.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5 OF TITLE IV OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FISCAL YEAR 2025 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR DIRECTOR OF HOUSING & CITIZEN SERVICES

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

SECTION 1.

Section 6-5-16 (C) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2025 pay scale for the classification of Director Housing & Citizen Services is established and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

C. The monthly pay range for the classification of Director Housing & Citizen Services in 2025:

CLASS TITLE	*MONTHLY BASE SALARY*	*MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)*
(C) APPOINTED		
Director/Housing & Citizen Services	9531.54	11650.72

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 1 TO THE CITY OF PUEBLO DESCRIBED AS 152.27-ACRES OF LAND LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND WEST OF THE PASTORA RANCH ANNEXATION

SUMMARY:

The petitioner RJPC Ranch LLC, a Colorado Limited Liability Company, is requesting to annex the property containing 152.27-acres into the City of Pueblo, commonly known as the Jackson Ranch Annexation 1 to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, City Council approved Resolution No. 15773 preliminarily determining that the petition for annexation of the area commonly known as the Jackson Ranch Annexation 1 is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Jackson Ranch Annexation 1 is located southeast of State Highway 78 and west of the Pastora Ranch Annexation. The Petitioners are requesting to annex 152.27-acres into the City for a mixture of residential development types that includes some complementary retail services. The proposed land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within the Urban Reserve – Special Development Area future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map.

The applicant is proposing to initially zone approximately 10.27 acres of the property as A-1, Agricultural One, (diagonal green lines on map below) as an interim zoning classification until the time of development. The A-1, interim zoning following

annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time. Approximately 110.77 acres are proposed to be zoned into an R-2, Single Family Residential District, and the remaining 31.23 acres are proposed to be zoned into an R-3, One and Two Family Residential District.

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 152.27 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended. The proposed development of the property must at minimum meet the criteria included in the Major Project Annexation Criteria described in the 2022 Pueblo Regional Comprehensive Plan, as amended.

The proposed annexation site is currently zoned Pueblo County Large Agricultural A-1, Zone District. The property located north and south of the proposed annexation area is currently undeveloped. The portion of the property to the east contains a City of Pueblo transmission tower, and the area to the west is undeveloped with the access road to the Southside Landfill.

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Urban Reserve – Special Development Area. These areas are adjacent to existing City of Pueblo limits, within the City of Pueblo 3-Mile Annexation Boundary area. These areas are potentially serviceable areas and may be suitable for future annexation, subject to the evaluation criteria for major projects and the applicable requirements of the City's Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment.

The Major Project Annexation Criteria, along with the Pueblo Regional Comprehensive Plan Goals for a proposed development must at a minimum meet the following criteria to be considered for annexation:

- Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.

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

- Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights, contributions for expansion of sewer treatment capacity, or provision of private

treatment of wastewater to reduce impact on treatment capacity for the City.

- The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.

The staff report to the Planning and Zoning Commission provided for the review at the May 14, 2025, meeting, along with the findings of the Planning and Zoning Commission concluded that the Jackson Ranch Annexation 1 complies with the criteria for Major Projects and the goals of the Pueblo Regional Comprehensive Plan adopted in 2022. The annexation complies with the statutory requirements contained within the Colorado Revised Statutes, along with the City of Pueblo annexation requirements.

FINANCIAL IMPLICATIONS:

The Petitioner acknowledges and agrees that upon the annexation, the property shall become subject to the Charter, Ordinances, Resolutions, rules, and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services, including but not limited to sanitary sewer services, to the area proposed to be annexed.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the May 14, 2025, Public Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Boston to recommend approval of the proposed annexation petition. Motion passed 6-0, Commissioner Castellucci recused himself.

STAKEHOLDER PROCESS:

Annexation Impact Reports have been filed with taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

City Council could vote to not approve the annexation Ordinance. The applicant could resubmit an annexation petition in the future subject to the applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1).

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. A-24-04 Jackson Ranch Annex No. 1 Combined Attachments

ORDINANCE NO.

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 1 TO THE CITY OF PUEBLO DESCRIBED AS 152.27-ACRES OF LAND LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND WEST OF THE PASTORA RANCH ANNEXATION

WHEREAS, the City Planning and Zoning Commission has recommended that the area described in Section 1 hereof be annexed to the City of Pueblo; and,

WHEREAS, , the City Council has heretofore found and determined by Resolution that the Petition for Annexation and the area described in Section 1 hereof to be in compliance with the notice and other applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1); and,

WHEREAS, the City Council has by Resolution found and determined that an election is not required under C.R.S. §31-12-107 (2) and no additional terms and conditions are to be imposed upon the area described in Section 1 other than those set forth in the Petition for Annexation and the Annexation Agreement; NOW THEREFORE,

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

SECTION 1.

The following described area situated in Pueblo County, Colorado, is hereby annexed to Pueblo, a Colorado Municipal Corporation, subject to the terms and conditions set forth in the Petition for Annexation and the Annexation Agreement, and the official map of the City shall be amended to show such annexation:

ANNEXATION

1. **AREAS TO BE ANNEXED:**

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78; THENCE N.

51°35'59" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 230.91 FEET; THENCE S. 38°24'01" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1.00 FEET; THENCE N. 51°35'59" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 749.66 FEET; THENCE N. 89°35'23" E., A DISTANCE OF 448.61 FEET; THENCE S. 00°23'05" E., A DISTANCE OF 208.52 FEET; THENCE N. 89°36'55" E., A DISTANCE OF 309.80 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 130.93 FEET; THENCE N. 89°35'18" E., A DISTANCE OF 199.98 FEET; THENCE N. 00°24'05" W., A DISTANCE OF 199.98 FEET; THENCE S. 89°35'13" W., A DISTANCE OF 200.16 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 68.05 FEET; THENCE S. 89°36'55" W., A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.270 ACRES, MORE OR LESS

2. **PROPOSED NEW CITY LIMITS LINE:**

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. **CERTIFICATION OF PERIMETER:**

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

SECTION 2.

The owners of one hundred percent (100%) of the property to be annexed have petitioned for such annexation.

SECTION 3.

The Annexation Agreement in the form and content presented to the City Council at this meeting is hereby authorized and approved. The President of the City Council is hereby directed and authorized to execute and deliver the Annexation Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

Within thirty (30) days after the effective date of the Ordinance, the City Clerk shall:

(a) File one copy of the annexation map with the original of this Ordinance in the office of the City Clerk; and,

(b) File for recording three certified copies of this Ordinance and annexation map with the Pueblo County Clerk and Recorder; and,

(c) File one certified copy of the annexation map and this Ordinance with the Southeastern Colorado Water Conservancy District.

SECTION 5.

The officers of the City are hereby authorized to take all other actions necessary or appropriate, on behalf of the City, to implement the provisions of this Ordinance and the Annexation Agreement.

SECTION 6.

If any provisions of this Ordinance or Annexation Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions or provisions of this Ordinance or Annexation Agreement or render the same invalid, inoperative or unenforceable, except as otherwise expressly provided in the Annexation Agreement.

SECTION 7.

The City Council hereby consents to the inclusion of the annexed area in the Southeastern Colorado Water Conservancy District pursuant to C.R.S. §37-45-136 (3.6).

SECTION 8.

This Ordinance shall become effective on the date of final action by the Mayor and City Council and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2026.

Action by City Council:

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

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

JACKSON RANCH ANNEXATION No. 1

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO

1. AREA TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78; THENCE N. 51°35'59" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 230.91 FEET; THENCE S. 38°24'01" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1.00 FEET; THENCE N. 51°35'59" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 749.66 FEET; THENCE N. 89°35'23" E., A DISTANCE OF 448.61 FEET; THENCE S. 00°23'05" E., A DISTANCE OF 208.52 FEET; THENCE N. 89°36'55" E., A DISTANCE OF 309.80 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 130.93 FEET; THENCE N. 89°35'18" E., A DISTANCE OF 199.98 FEET; THENCE N. 00°24'05" W., A DISTANCE OF 199.98 FEET; THENCE S. 89°35'13" W., A DISTANCE OF 200.16 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 68.05 FEET; THENCE S. 89°36'55" W., A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.270 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

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

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

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

SCALE: 1" = 300'

0 150' 300' 600'

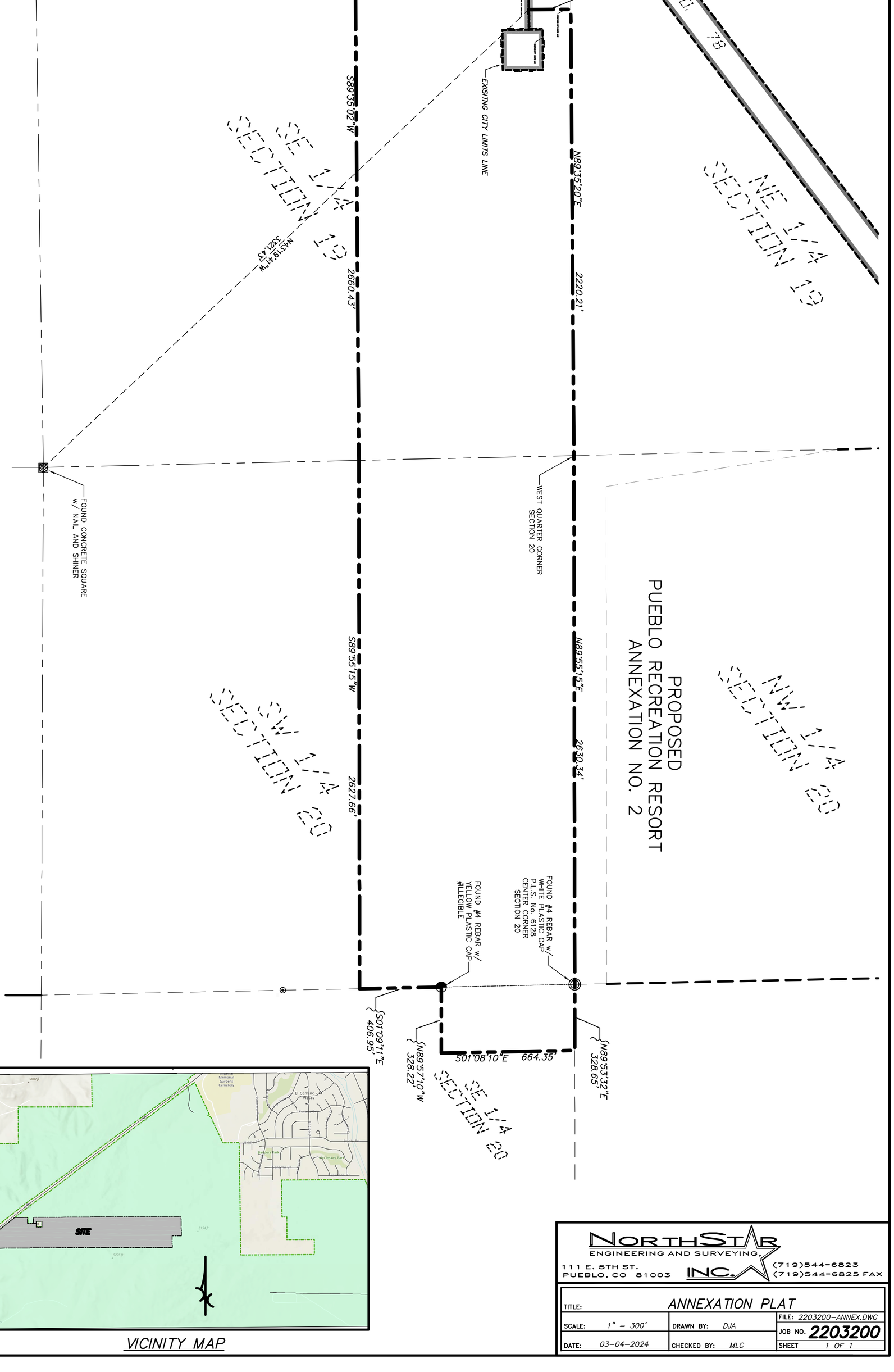
LEGEND

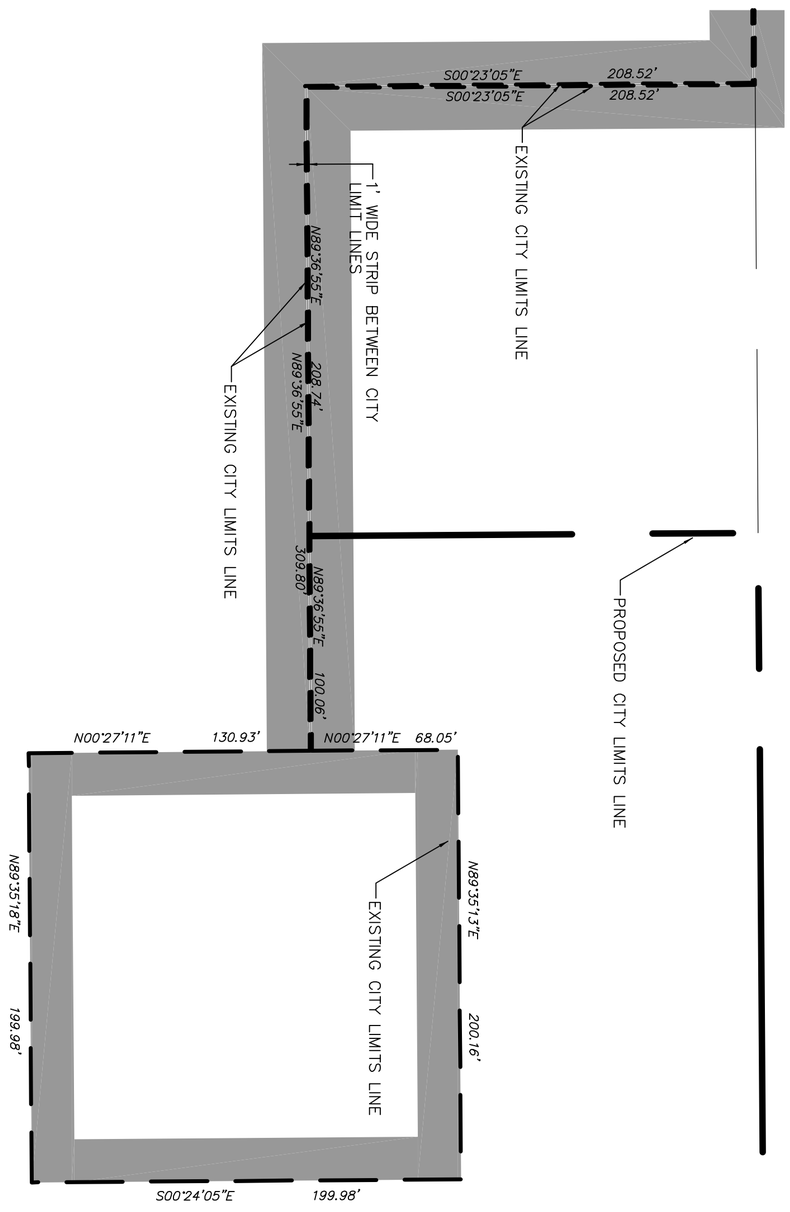
EXISTING CITY LIMITS LINE

PROPOSED CITY LIMITS LINE

BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4" DIA. ALUMINUM CAP, P.L.S. No. 25948, AND ON THE EAST END WITH A FOUND STONE, BEARS N. 89°28'19" E.





VICINITY MAP

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE:	ANNEXATION PLAT		
SCALE: 1" = 300'		DRAWN BY: DJA	FILE: 2203200-ANNEX.DWG
DATE: 03-04-2024		CHECKED BY: MLC	JOB NO. 2203200
			SHEET 1 OF 1

ANNEXATION AGREEMENT

CASE NOS. A-24-04 & A-24-04 JACKSON RANCH ANNEXATION NO. 1-2

This Annexation Agreement is made effective as of_____2025, by and between the City of Pueblo, a Municipal Corporation, (the "City"), for the use and benefit of RJPC Ranch, LLC, a Colorado limited liability company, ("Petitioner"),

WITNESSETH

WHEREAS, the Petitioner is the owner of the real property located in Pueblo County, Colorado, and described in Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, the Petitioner has submitted petitions for the annexation of the Property to the City; and

WHEREAS, as a condition precedent to the annexations of the Property, Petitioner has agreed to enter into an annexation agreement with the City setting forth certain terms and conditions with respect to such annexations.

NOW THEREFORE, in consideration of the above, and the following covenants and conditions, the City and Petitioner agree as follows:

I. REPRESENTATIONS AND WARRANTIES OF PETITIONER

Petitioner hereby represents and warrants to, and covenants with, the City as follows:

(1) The Colorado Department of Transportation is a state agency of the State of Colorado.

(2) Petitioner has good and marketable fee simple title to the Property subject only to Permitted Encumbrances attached hereto as Exhibit "B" and incorporated herein by reference.

(3) Petitioner is authorized to and has taken all action required by it (a) to annex the Property to the City and (b) to execute, deliver and perform its obligations under this Annexation Agreement, and (c) to carry out and consummate all of its transactions contemplated by this Annexation Agreement.

(4) This Annexation Agreement when executed and delivered constitutes a valid and legally binding obligation of the Petitioner enforceable against Petitioner according to its terms. The document entitled "Special Improvements and Dedications" marked and attached as Exhibit "C", is incorporated herein by this reference. In the event of a conflict between the terms and conditions of Exhibit C and this Agreement, the terms and conditions contained in Exhibit C shall control.

(5) Neither the execution and delivery of this Annexation Agreement nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions or any restriction or any agreement or instrument to which the Petitioner is bound or constitutes a default under any of the foregoing.

(6) There is no litigation pending, or to the knowledge of Petitioner threatened, against the Petitioner or any person affecting the right of the Petitioner to execute and comply with this Annexation Agreement.

(7) The representations and warranties of Petitioner contained herein will be true and correct in all material respects as of the date of recording the annexation plat and Ordinance of the City Council approving the annexation of the Property.

II. OVERALL DEVELOPMENT PLAN

(1) When a tract of land proposed for subdivision constitutes a part of a larger tract of land owned or controlled by the subdivider, whose intention is to subdivide the remaining part or parts of the larger tract at some future date, an Overall Development Plan shall be prepared and submitted by the subdivider and approved by the Planning Commission prior to preparation and submission of the subdivision plat of the tract proposed for initial subdivision.

(2) An Overall Development Plan shall be prepared in accordance with the requirements of regulations contained in Section 12-4-5(a) of the Pueblo Municipal Code, as may be hereafter amended, and the Overall Development Plan shall be adopted by the Planning and Zoning Commission. The Overall Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and submitted in its entirety to the Planning and Zoning Commission. The Overall Development Plan shall comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Overall Development Plan is approved. The Overall Development Plan as submitted and approved by the Planning and Zoning Commission shall have the flexibility to adapt to changing conditions over the estimated time period for the development of the land within the Overall Development Plan and shall consist of the following prepared in accordance and in compliance with standards, criteria and policies adopted by resolution, ordinance or regulation: development plan, land use including open space and park plans; drainage plan; sanitary sewer plan; transportation plan; and appropriate environmental studies. Nothing herein shall be applied or construed to limit or otherwise release the Petitioner from any obligations or requirements under the Pueblo Municipal Code including, without limitation, Chapter 4 of Title XII. With respect to the Sanitary Sewer Plan, it is specifically acknowledged that:

(a) The Sanitary Sewer Plan shall be prepared in accordance with the Sanitary Sewer Design Criteria and Policies for City of Pueblo published November 11, 2024, or as same may hereafter be amended, and be certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. The Sanitary Sewer Plan shall address the needs of the gravity-fed sanitary sewer drainage basin of which the Property is a part, from the tributary area south and west of Property, and through the Property to the eastern Property line as described in Exhibit C. Additionally, the Sanitary Sewer Plan shall also address the other non-gravity-fed areas within the Property. The sewer drainage basin shall be approved by the Director of Wastewater. Associated impacts on City’s existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the Property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the

expense of the Petitioner. The Sanitary Sewer Plan shall include a phasing plan or schedule for such sanitary sewer improvements.

(3) Petitioner may submit the Overall Development Plan to the Planning and Zoning Commission for approval any time after the City Council has found the petition for annexation of the Property to be valid in accordance with the provisions of §31-12-107, C.R.S. The City may refuse to approve any building or occupancy permit for any portion or all of the Property until after an Overall Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) The Property is currently identified within two separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories as shown on the attached Future Land Use Map, Exhibit C-1 include Special Development Area and Rural Ranch.

(2) A zoning map amendment application may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance approving the annexation of the Property, and the final approval of an ordinance amending to the Pueblo Regional Comprehensive Plan's Future Land Use Map.

(3) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall take and perform all actions necessary for the Property containing approximately 292.6 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned Agricultural One (A-1) serving as an interim A-1 zone district for a period up to but not to exceed 180 months from the date of this Annexation Agreement. No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any portion of the Property classified as Agricultural One (A-1) zone district until after that portion of the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan.

(4) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall take and perform all actions necessary for the Property as shown on the attached Land Use Plan, Exhibit C-2, to be zoned into the following zone districts:

(a) Property containing approximately 220 acres into a R-2, Single-Family Residential District.

(b) Property containing approximately 33 acres into a R-3, One and Two-Family Residential District.

(c) Property containing approximately 46 acres into a A-4, Agricultural District.

These zone districts constitute the zone district most nearly corresponding to the land use

classification into which the Property has been classified or may in the reasonable future be classified under the City's comprehensive plan. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

(5) The zoning provisions of this Article III relate to the initial zoning of the Property after annexation. Such zoning is not guaranteed, and the City Council of Pueblo retains its full discretion with respect to such zoning. Nothing contained in this Article III shall be construed to limit the power of the City Council of Pueblo to rezone the Property or any part thereof after approval of the initial zoning of the Property after annexation.

(6) No rights shall exist in Petitioner nor with respect to the Property arising from any preexisting subdivision or use at the time of annexation. No application for subdivision of any part of the Property shall be submitted to or considered by the City until after the Overall Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Overall Development Plan is submitted to the Planning and Zoning Commission. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation. No building permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure until the property on which the building or structure is located is subdivided in accordance with any and all requirements of this Agreement and Title XII, Chapter 4 of the Pueblo Municipal Code, as same may be amended.

IV. PUBLIC FACILITIES

The Petitioner shall dedicate land and right-of-way for public uses and facilities necessary and required to serve the Property in accordance with the approved Overall Development Plan or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trail systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site and off-site improvements necessary and required to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, trail systems, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations. All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements.

V. UTILITIES

The Petitioner shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel Energy (natural gas), the applicable electric utility franchised and holding a Certificate of Public Convenience and Necessity for electric service within the annexed area, Comcast of Colorado IV, LLC (cablevision), Pueblo Water (water), and authorized ILEC and CLEC (telephone/data transmission) for the installation of mains, lines, stations, and any other appurtenant utility facilities in effect at the time of such installation. All existing and new power lines less than 30,000 volts and

all other overhead utilities within the Property shall be installed underground.

VI. COMPLIANCE WITH ORDINANCES

Except as otherwise specifically provided in this Annexation Agreement to the contrary, the development, subdivision and zoning of the Property shall meet and comply with all applicable ordinances, resolutions, regulations, and standards of the City now existing or hereinafter enacted or amended.

VII. BINDING EFFECT

The covenants, restrictions, and agreements herein set forth are covenants running with the Property, shall run with and bind the Property, and shall extend to and be binding upon the Petitioner and its legal representatives, successors, assigns and transferees. The Petitioner expressly accepts and agrees to the covenants, restrictions, and agreements set forth herein by execution of this Annexation Agreement and by the filing of its petition for annexation. If Petitioner defaults in any of its obligations under this Annexation Agreement, including, without limitation, land dedication obligations, City, upon notice given to Petitioner specifying the default, may withhold all subdivision, special area plan, and other development approvals as well as building and occupancy permits for any building or structure within the Property until such default has been corrected to the reasonable satisfaction of the City.

VIII. AMENDMENTS

Amendments to this Annexation Agreement may only be made through formal petition to and approval by Ordinance of the City Council after such amendment has been submitted to and reviewed by the appropriate City Departments and such Departments have submitted their findings and recommendations to the City Council. All amendments to the Overall Development Plan must be approved by the Planning and Zoning Commission after review and recommendation by the appropriate City Departments.

IX. SEVERABILITY

If any section, clause, or other provision of this Annexation Agreement is for any reason determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any of the remaining provisions of this Annexation Agreement.

X. VESTED RIGHTS

As a condition of and in consideration of the City annexing the Property, the Petitioner, for itself and its successors and assigns, waives and releases all previously acquired or existing vested property rights attached to or established with respect to the Property.

The Petitioner acknowledges and agrees that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the City, nor the approval of the Overall Development Plan, zoning or subdivision, either separately or jointly (a) creates or establishes a

vested property right in or for the benefit of the Petitioner or its successors or assigns, or with respect to the Property; or (b) constitutes a site-specific development plan. The terms "vested property right" and "site-specific development plan" shall have the same meaning as set forth in Section 17-12-2 of the Pueblo Municipal Code and §24-68-101, et seq., C.R.S.

XI. BUILDING PERMITS

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department to occupy, construct or install any building, structure or other improvement on the Property except within a subdivision approved by the City after adoption of the ordinance annexing the Property which meets and complies with this Annexation Agreement and City's ordinances, standards, and regulations.

XII. DISCONNECTION

(1) Disconnection by Petitioner. Petitioner acknowledges and agrees that upon annexation of the Property, the Property shall become subject to this Annexation Agreement, the Charter, ordinances and rules and regulations of the City, but that City shall not have any obligation to furnish or extend municipal services to the Property. Petitioner may, three (3) or more years after annexation, petition under §31-12-119, C.R.S. for disconnection from the City if the City does not, upon reasonable demand, provide the same municipal services to the Property on the same general terms and conditions as the rest of the City receives.

(2) Disconnection by City. If Petitioner defaults in any provision or condition of this Annexation Agreement and such default is not cured within ninety (90) days after written notice specifying the default is given by City to Petitioner, or, if the default is one which cannot be cured within said 90-day period, and Petitioner fails to undertake the cure of such default within said 90-day period and diligently prosecutes same to completion, proceedings may be instituted by the City to disconnect the Property from the City, and for such purpose, the Petitioner irrevocably consents to such disconnection proceedings and waives any and all rights to contest such disconnection.

XIII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

The terms, conditions and obligations of this Annexation Agreement are and shall be construed to be purely contractual in nature, as terms, conditions and obligations voluntarily agreed to by City and Petitioner prior to annexation of the Property to the City. The terms, conditions and obligations imposed on Petitioner and the Property by this Annexation Agreement are not nor shall they individually or cumulatively be construed to be conditions upon granting land-use approvals within the meaning of §§29-20-201 to 29-20-204, C.R.S.

XIV. SPECIAL IMPROVEMENTS AND DEDICATIONS AND SYSTEM DEVELOPMENT FEES

In addition to the on-site and off-site improvements and land dedications required to be made by the provisions of this Annexation Agreement, Petitioner will construct and install the improvements, dedicate the land, and pay or cause to be paid the system development any fees described in Exhibit C attached hereto and incorporated herein. The improvements, dedications,

and system developments described in said Exhibit C are in addition to and not in substitution for any improvements or dedications otherwise required by this Annexation Agreement.

XV. MISCELLANEOUS

(1) Notice. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or mailed by registered or certified mail, postage prepaid, addressed as follows:

(a)	if to the City:	Mayor, City of Pueblo 1 City Hall Place, 2nd Floor Pueblo, CO 81003
(b)	copy to:	City Attorney 1 City Hall Place, 3rd Floor Pueblo, CO 81003
(c)	if to the Petitioner:	Raymond D. O'Sullivan, Manager RJPC Ranch, LLC 17 S. Wahsatch Avenue Colorado Springs, CO 80903
(d)	copies to:	Craig Dossey, President Vertex Consulting Services P.O. Box 1385 Colorado Springs, CO 80901

or to such other address as either party by written notice given hereunder may designate.

(2) Governing Law and Venue. This Annexation Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles. Venue for any action arising out of this Annexation Agreement shall be Pueblo County, Colorado.

(3) No Third Party Beneficiaries. Nothing in this Annexation Agreement expressed or implied is intended to or shall be construed to confer upon, or to give to, any person other than the City and the Petitioner any right, remedy or claim under or by reason of this Annexation Agreement or any covenant, condition or stipulation hereof; and all the covenants, agreements and stipulations in this Annexation Agreement contained by and on behalf of the City or the Petitioner shall be for the exclusive benefit of the City and the Petitioner.

(4) Singular, Plural. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural. Words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting the other gender, if applicable.

(5) Entire Agreement. All prior discussions, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this Annexation Agreement are merged in this Annexation Agreement, which constitutes the entire agreement between the parties.

(6) Liability of City. This Agreement is not as and shall not be interpreted as a waiver of the rights and protections given to the City by the Colorado Governmental Immunity Act, C.R.S. 24-10-101, et seq. In addition, in no event shall City, its officers, agents or employees be liable to Petitioner for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Petitioner hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Petitioner's obligations under this Agreement. In the event of a breach of this Agreement by the City, Petitioner's sole and exclusive remedy shall be to bring an equitable action for specific performance in the District Court of Pueblo County, Colorado. Such violations may be restrained, or such obligations enforced by injunction at the instance and request of Petitioner without the showing of any special damages or an inadequate remedy at law.

Executed at Pueblo, Colorado as of the day and year first above written.

CITY OF PUEBLO, a Municipal Corporation

[S E A L]

By: _____
Heather Graham, Mayor

Attest: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2025, by Heather Graham as Mayor of the City of Pueblo and Marisa Stoller as City Clerk of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

_____
Notary Public

PETITIONER:

RJPC RANCH, LLC,
A COLORADO LIMITED LIABILITY COMPANY:

By: _____
Raymond D. O'Sullivan
Manager

STATE OF COLORADO)
ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by Raymond D. O'Sullivan, as Manager, RJPC RANCH, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

_____
Notary Public

Exhibit A

JACKSON RANCH ANNEXATION NO. 1

1. AREAS TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19 AND A PORTION OF THE SOUTH HALF OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M., BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78; THENCE N. 51°35'59" E. ALONG SAID SOUTHERLY RIGHT-OF-WAY, A DISTANCE OF 230.91 FEET; THENCE S. 38°24'01" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 1.00 FEET; THENCE N. 51°35'59" E. CONTINUING ALONG SAID RIGHT-OF-WAY, A DISTANCE OF 749.66 FEET; THENCE N. 89°35'23" E., A DISTANCE OF 448.61 FEET; THENCE S. 00°23'05" E., A DISTANCE OF 208.52 FEET; THENCE N. 89°36'55" E., A DISTANCE OF 309.80 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 130.93 FEET; THENCE N. 89°35'18" E., A DISTANCE OF 199.98 FEET; THENCE N. 00°24'05" W., A DISTANCE OF 199.98 FEET; THENCE S. 89°35'13" W., A DISTANCE OF 200.16 FEET; THENCE S. 00°27'11" E., A DISTANCE OF 68.05 FEET; THENCE S. 89°36'55" W., A DISTANCE OF 100.06 FEET TO THE POINT OF BEGINNING.

CONTAINING 152.270 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

COMMENCING FROM THE SOUTHEAST CORNER OF SECTION 19; THENCE N. 43°19'41" W., A DISTANCE OF 3321.43 FEET TO A POINT ON THE NORTHERLY 1 FOOT WIDE CITY LIMIT LINE TO THE POINT OF BEGINNING; THENCE N. 00°23'56" W., A DISTANCE OF 208.56 FEET; THENCE N. 89°35'20" E., DISTANCE OF 2220.21 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2630.34 FEET TO THE CENTER CORNER OF SECTION 20; THENCE N. 89°53'32" E., A DISTANCE OF 328.65 FEET; THENCE S. 01°08'10" E., A DISTANCE OF 664.35 FEET; THENCE N. 89°57'10" W., A DISTANCE OF 328.22 FEET; THENCE S. 01°09'11" E., A DISTANCE OF 406.95 FEET; THENCE S. 89°55'15" W., A DISTANCE OF 2627.66 FEET; THENCE S. 89°35'02" W., A

DISTANCE OF 2660.43 FEET; THENCE S. 89°35'02" W., A DISTANCE OF 1013.98 FEET; THENCE N. 00°17'45" E., A DISTANCE OF 277.25 FEET; THENCE N. 00°16'19" E., A DISTANCE OF 189.76 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78.

3. CERTIFICATION OF PERIMETER:

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

AND

JACKSON RANCH ANNEXATION NO. 2

1. AREAS TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46

FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 276.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 276.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1; THENCE N. 89°35'02" E., A DISTANCE OF 2660.43 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2627.66 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., A DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 439.33 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 422.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 422.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

3. CERTIFICATION OF PERIMETER:

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

EXHIBIT B

Petitioner owns Property in fee simple subject to encumbrances on title, as detailed in Schedule B, Parts I and II, of the Land Title Guarantee Company title commitment dated May 11, 2022, which was provided to the City by Petitioner via email transmittal on June 28, 2023. All encumbrances on title are acceptable by the City for the purpose of annexation of the Property.

EXHIBIT C

SPECIAL IMPROVEMENTS AND DEDICATIONS

JACKSON RANCH ANNEXATIONS (A-24-04 & A-24-05)

ANNEXATION AGREEMENT

1. Off-Site Roadways

In compliance with the latest version of the Pueblo Area Council of Governments Long Range Transportation Plan (Roadway Corridor Preservation Plan), the City of Pueblo will identify for the Petitioner the alignment of off-site freeways, expressways, arterials, and collectors, which provide connectivity to the Property. Petitioner will cause all local roadways within the Property to connect with all adjoining publicly dedicated local roadways.

2. Accesses to Property

The primary existing roadway accesses to the Property, shown on the attached Exhibit C-3, are from State Highway 78, Lake Avenue, Bridle Trail, and a North-South Collector Roadway which are described in paragraphs a, b, c and d below. Future roadway network connectivity with the Property may be provided via provisions for secondary access to and from the Property described in paragraph e below.

a. State Highway 78. State Highway 78 ("SH 78"), which is within Pueblo's corporate city limits, extends in a southwesterly direction along the northwestern boundary of the Property, as described and shown on Exhibit C-3. The State of Colorado Department of Transportation (CDOT) controls accesses to State Highway 78 adjacent to the development. The Petitioner shall coordinate with the CDOT regarding all access permitting and construction to State Highway 78. Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within each subdivision that is served by an access from

either Lake Avenue or Bridle Trail to SH78 (a) obtain a permit from the Colorado Department of Transportation (CDOT) that provides access to the Property from State Highway 78, and will bear all cost of obtaining the access permit, design, and construction of all improvements required by the permit, (b) dedicate to the public or deed to the City right-of-way based on the classification of the roadway within the Pueblo Roadway Development Plan in an alignment approved by the Director of Public Works between SH 78 and the Property, and (c) construct and install all improvements required by CDOT and the access permit. Unless otherwise authorized in the sole and absolute discretion of City, Petitioner shall be responsible and liable for any future modification of such permit based upon changes in land use and access use within the Property as may be required and granted by CDOT. All such costs and expenses incurred by Petitioner may be eligible for Cost Recovery from adjoining property owners as provided in Section 12-4-12 of the Pueblo Municipal Code.

b. Lake Avenue. Lake Avenue is a future planned roadway that will extend south from SH 78 approximately 3,125 feet to the northern boundary of the Property and extend approximately 2,708 feet through the Property to the eastern boundary of the Property in an alignment approved by the Director of Public Works as generally described and shown on Exhibit C-3

The section of Lake Avenue south of SH 78 shall be designed as a Principal (Major Arterial) roadway with a one-hundred twenty (120) foot right-of-way. The one hundred (120) foot right-of-way may be required to be expanded to no greater than a maximum of one hundred sixty-five (165) feet in specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections.

Provisions for the right-of-way dedication and phased roadway development plan for Lake Avenue shall also be included within all Subdivision Improvement Agreements pertaining to the future subdivisions within the Property. If not already constructed to the Interim Roadway Standard

approved by the Director of Public Works, Petitioner shall be required to construct the portion of Lake Avenue south of SH 78 to the Interim Roadway Standard as depicted in Exhibit C-4, Lake Avenue Interim Principal (Major) Arterial Roadway Standard. Lake Avenue, upon construction to the Interim Roadway Standard and acceptance by the City, shall be owned and maintained by the City except for any landscaped medians that may be installed at the option of the Petitioner and landscaping at the outside edges of the right-of-way as depicted in Exhibit C-4, Lake Avenue Interim Principal (Major) Arterial Roadway Standard. Landscaped medians and landscaping along the outside edges of the right-of-way shall be maintained by the Petitioner, a metropolitan district, or a development association. If Lake Avenue is already constructed to the Interim Roadway Standard, the Petitioner shall be required to construct the remaining build out of the roadway in compliance with the schedule of such traffic improvements in accordance with the transportation plan and associated subdivision improvement agreements approval by the Director of Public Works.

c. Bridle Trail. Bridle Trail will generally follow an existing rural county road that extends approximately 4,600 feet in a southerly direction from SH 78 within a 100-foot-wide strip of property that is included within the land being annexed into the City, extending to link with the remainder of the Property. The section of Bridle Trail south of SH 78 shall be platted with a one hundred (100) foot right-of-way.

i. The one hundred (100) foot right-of-way may be required to be expanded within specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections.

ii. Specific sections of Bridle Trail as generally described and shown on Exhibit C-3 may be constructed by Petitioner, at its sole cost and expense, to a Mixed-Use Collector standard if the traffic study, approved by the Director of Public Works, warrants the reduction in roadway width.

iii. Provisions for the right-of-way dedication and a phased roadway development plan of Bridle Trail shall be included within Subdivision Improvement Agreements pertaining to future subdivisions within the Property.

d. North-South Collector Roadway. The North-South Collector Roadway will extend south of Bridle Trail approximately 5,600 feet to the southern boundary of the Property as generally described and shown on Exhibit C-3. The North-South Collector Roadway shall be platted and designed as a Mixed-Use Collector Roadway with an eighty (80) foot right-of-way. The (80) foot right-of-way may be required to be expanded to no greater than a maximum of one hundred (100) feet in specific roadway segments if the traffic study results warrant additional width to accommodate turn lanes or other improvements at full movement intersections. The section of the North-South Collector Roadway extending approximately 2,000 feet to the southern boundary of the Property, as generally described and shown on Exhibit C-3, may be constructed to reduced width, approved by the Director of Public Works, if the traffic study justifies a reduction in the pavement width.

e. Secondary Access. The Petitioner shall provide secondary access to the Property in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900. The alignment, design, construction and installation of the secondary access shall be approved by the Director of Public Works.

Petitioner may be eligible for Cost Recovery from adjoining property owners for secondary fire apparatus access constructed outside the Property as provided in Section 12-4-12 of the Pueblo Municipal Code. City may refuse to approve any subsequent subdivision or issue building permits until such secondary fire apparatus access is provided.

Segments of Bridle Trail as generally described and shown on Exhibit C-3 which are utilized for secondary access to the Property in accordance with the 2015 International Fire Code as amended

and as enacted in City Ordinance 8900, may initially be constructed by Petitioner, at its sole cost and expense, to a 28' wide Pioneer Road alignment and design, as described and shown on Exhibit C-4, Roadway Design Standards, Typical Cross Section of 28' Pioneer Road. The Pioneer Road interim alignment and design shall be approved by the Director of Public Works and, upon final construction and acceptance by the City, shall be maintained by the City.

If segments of Bridle Trail are constructed to provide secondary access in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900 but are not constructed to a roadway standard acceptable to the Director of Public Works, the Petitioner shall be responsible for the maintenance of such segments of the roadway.

3. Roadway Design and Alignment

a. All Road Improvements will be constructed in conjunction with the development of each area shown on attached Exhibit C-3 and as otherwise provided in the Annexation Agreement. All such roadways shall be designed and aligned in accordance with the Roadway Classification Design Standards and Policies and the City's Standard Construction and Standard Details (Revised: April 11, 2022) or as same may be hereafter amended and in accordance with construction plans, except as otherwise provided for in this agreement. All designs and plans shall be approved by the Director of Public Works.

b. If not previously done, the Petitioner, at its sole cost, shall dedicate or convey by general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works. Such dedication or conveyance shall be completed within one hundred (180) days after the adjacent portion of the Property is subdivided.

c. Petitioner acknowledges and agrees that, if Petitioner fails to construct the Roadway Improvements as herein agreed or defaults on any other provision of this Exhibit C or the Annexation Agreement, the City shall have all legal remedies available at law or in equity to enforce Petitioner's

construction obligation and any other obligations including but not limited to a legal action against Petitioner for breach of contract and/or default on an indebtedness. In addition, and as set forth elsewhere in the Annexation Agreement, the City may withhold building permits, occupancy permits, subdivision approvals, zoning approvals and all other governmental grants of authority until such time as Petitioner shall have cured any default in performance under Exhibit C or the Annexation Agreement as a whole.

4. Transportation Impact Fee

a. Petitioner and any subsequent owner of all or any part of the Property shall, as a condition of the issuance of a building permit for the construction of any one or more dwelling units within the Property, pay a Transportation Impact Fee ("TIF") of Two Thousand Eight Hundred Eighty Dollars ($2,880) for each dwelling unit to be constructed within the Property Beginning with the 2026 calendar year, the TIF amount shall be adjusted annually based on the most recent Construction Cost Index published by the Colorado Department of Transportation. The 1st quarter 2025 cost index data will serve as the baseline for future TIF fee adjustments. The TIF shall be paid to the City at the time a building permit is issued for each dwelling unit and shall be deposited in an interest-bearing account identified as the "Jackson Ranch Transportation Improvement Account." Petitioner, for itself and its successors and assigns, including all subsequent owners of land within the Property, stipulate and agree that there is an essential nexus between the TIF and the City's legitimate interest in providing for roadway improvements within the Property and that the TIF is roughly proportional both in nature and extent to the impact of the proposed development of the Property.

b. TIF funds shall be used for the design and construction of roadway and bridge improvements including, but not limited to, roadway and bridge structure, paving, traffic signals, signal interconnect, conduit and flyer, deceleration/ acceleration lanes, curb and gutter, stormwater

collection and detention facilities designed as part of a roadway project, median islands, transportation signage, sidewalks, ADA access ramps, bike and pedestrian trails constructed within a transportation project right-of-way. TIF funds are not eligible to be expended or reimbursed for the installation of the public utility lines such as water, wastewater, electric, natural gas, television cable, or other electronic transmission lines, and other nontransportation improvement related expenses.

c. If Petitioner incurs cost and expenses for the installation and construction of eligible transportation improvements, ("Reimbursable Costs"), Petitioner may request reimbursement from the Jackson Ranch Transportation Improvement Account for the improvements based on the pro rata share of the linear footage costs included in the Transportation Impact Fee Calculation attached as Exhibit C-5. All requests for reimbursement shall be made to and approved by the Director of Public Works based upon the Cost Estimate attached as Exhibit C-5. Request for reimbursement shall be made upon such forms and with such supporting documents as the Director of Public Works shall determine. Request for reimbursement may not be submitted until after the improvements for which reimbursement is eligible and requested have been constructed or installed and approved by the Director of Public Works, but in no event later than two (2) years after the improvements have been constructed or installed.

d. If there are inadequate monies in the Jackson Ranch Transportation Improvement Account to pay in full the requested and approved Reimbursable Costs, the unpaid balance thereof shall be paid proportionately with other unpaid approved reimbursable costs, without interest, as Fees for dwelling units constructed within the Property.

e. Reimbursable Costs shall not be in addition to any cost recovery available to Petitioner under Section 12-4-12 of the Pueblo Municipal Code ("Cost Recovery"). Any Cost Recovery to which Petitioner shall be entitled pursuant to said Section 12-4-12 with respect to all or

any part of the Reimbursable Costs for which Petitioner has filed a request for reimbursement shall be collected by the City and deposited in the Jackson Ranch Transportation Improvement Account.

5. Sanitary Sewer

Prior to, or at the time of subdivision, Petitioner is responsible for completing a flow analysis report, Jackson Ranch Sanitary Sewer Master Plan, for the proposed sanitary sewer system and City's existing sanitary sewer system. The flow analysis report, completed by a professional engineer and approved by the Director of Wastewater, shall identify the location(s) of the connection(s) for the proposed subdivision to the existing sanitary sewer system from Sanitary Sewer Basins A, B & C as generally described and shown on Exhibit C-6. Based upon the flow analysis of both the proposed and the City's existing sanitary sewer system; if any portion of City's existing sanitary sewer, that would carry wastewater flows from Property is at capacity, Petitioner shall construct and install, at Petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the Property. The size, location and capacity of such sewer lines, mains, and pump stations will be approved by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published November 11, 2024 or as same may be hereafter amended. The sanitary sewer main and system for the Property including, but not limited to, sewer lines, mains, and pump stations installed as part of the public improvements required for subdivisions within the Property shall be designed by a professional engineer and approved by the Director of Wastewater. It shall be the Petitioner's responsibility, at its sole cost, to secure any permits that may be required by Pueblo County for the installation of the sanitary sewer lines outside of the city limits of Pueblo.

a. Sanitary Sewer Connections from Basins A, B and C

Basin A

If not already installed, Petitioner shall, at its sole cost and expense, not later than

one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property within Sanitary Sewer Basin A, design and install the off-site sanitary sewer mains, as generally described and shown on Exhibit C-7, from the future manhole to be located in the intersection of Bandera Boulevard and Highway 78 to the northern boundary of the Property or from such other locations that are approved by the Director of Wastewater and identified in the Sanitary Sewer Master Plan, as may be amended. No certificates of occupancy shall be approved by the Director of Wastewater until the off-site sanitary sewer improvements have been completed and accepted by the Director of Wastewater.

Basin B

If not already installed, Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property within Sanitary Sewer Basin B, design and install the off-site sanitary sewer mains, as generally described and shown on Exhibit C-8, within the future public right of way of Nolan Trace, as generally described and shown on Exhibit C-8, from Manhole No. 463727.8 to the eastern boundary of the Property or from such other locations that are approved by the Director of Wastewater and identified in the Sanitary Sewer Master Plan, as may be amended. No certificates of occupancy shall be approved by the Director of Wastewater until the off-site sanitary sewer improvements have been completed and accepted by the Director of Wastewater.

Basin C

If not already installed, Petitioner shall, at its sole cost and expense, not later than one-hundred eighty (180) days after the issuance of the first building permit for construction within the first subdivision that includes any portion of the Property within Sanitary Sewer

Basin C, design and install the off-site sanitary sewer mains, lift station, and other required improvements as generally described and shown on Exhibit C-9, from the future manhole to be located in the intersection of Bandera Boulevard and Highway 78 to the northern boundary of the Property or from such other locations that are approved by the Director of Wastewater and identified in the Sanitary Sewer Master Plan, as may be amended. No certificates of occupancy shall be approved by the Director of Wastewater until the off-site sanitary sewer improvements have been completed and accepted by the Director of Wastewater.

b. Cost Recovery for Installation of Off-Site or Oversized Sanitary Sewer Improvements

If Petitioner installs sanitary sewers within the Property that are oversized to serve future development or are designed and constructed off-site of the Property that provide additional capacity within the sewer drainage basin, an Agreement to recover an equitable share of the cost of constructing oversized and off-site sewer collection system improvements ("Agreement") may be entered into between the Petitioner and the City in accordance with Chapter 5, Title XVI of the Pueblo Municipal Code or as same may later be amended. To be eligible for cost recovery, Petitioner must comply with and meet the requirements and conditions as set forth under Section 16-5-5 of Pueblo Municipal Code.

c. Discharger Specific Variance

In order to comply with the City of Pueblo's Discharger Specific Variance from the Colorado Water Quality Commission, as amended, the Petitioner shall be required to have all manholes epoxy coated to eliminate the infiltration of ground water into sanitary sewer lines, and any other additional regulations pertaining to Pueblo's Discharger Specific Variance for the sanitary sewer system within the Property.

6. Stormwater

All stormwater flows from subdivisions within the Property must be detained as determined by the Director of Stormwater. All stormwater releases shall meet NPDES stormwater quality requirements. The Petitioner shall acquire and dedicate at its sole expense all easements for such purposes. The Petitioner also shall construct and install at its sole expense a stormwater drainage system and detention facility in compliance with the City's Drainage Criteria Manual (April, 2023)) and the City's Standard Construction Specifications and Standard Details (April 11, 2022) or as same may be later amended and as shown on construction plans approved by the Director of Public Works.

To the maximum extent practicable as determined by the Director of Public Works, Petitioner must reduce the peak flows and run-off volumes from the Property through stormwater detention facilities to levels that existed before the Property was developed, or to levels that are capable of being handled by the downstream drainage facilities, whichever is less.

Prior to the approval of any subdivision of land within the Property, the subdivision drainage report and drainage facilities must be approved by the City's Director of Public Works.

7. Off-Site Roadway, Sanitary Sewer, and Stormwater Rights-of-Way Acquisition

If not already dedicated to the public or deeded to the City, it will be the Petitioner's responsibility, at its sole cost and expense, to acquire, dedicate and grant to the public or deed to the City, by warranty deed or other conveyance deemed acceptable by City, in widths and alignments according to the approved Sanitary Sewer, Transportation, and Drainage Master Plans, any off-site sanitary sewer rights-of-way to connect from a point on the City's existing sanitary sewer system, off-site roadway rights-of-way to comply with primary roadway and secondary access requirements in widths and alignments acceptable to the Director of Public Works and any required rights-of-way for stormwater flow and/or detention/retention facilities.

If Petitioner, after good faith efforts as determined in the sole and absolute discretion of City, is not able to acquire from the property owners off-site sanitary sewer, off-site roadway rights-of-way and/or stormwater rights-of-way in alignments acceptable to the City, the City will, to the extent legally authorized, exercise its power of eminent domain to acquire the off-site sanitary sewer and/or off-site roadway rights-of-way. Petitioner shall be responsible for and shall pay all compensation for the land taken; damages, if any, to the remainder of the owner's property, relocation assistance and costs, if any, and all other costs and expenses of condemnation, including, without limitation, appraisals, title insurance, engineering, expert witness, and attorney costs and fees ("Condemnation Costs"). Petitioner shall within ten (10) days, after request by the City, deposit with the City an estimate of Condemnation Costs as determined by the City Attorney before the City will commence condemnation proceedings. Petitioner shall pay the balance of the Condemnation Costs within ten (10) days after request therefor. If Petitioner fails to exercise good faith in acquiring the off-site sanitary sewer, or off-site roadway rights-of-way and/or off-site stormwater rights-of-way or fails to timely pay the estimate of Condemnation Costs or the balance of Condemnation Costs, City may refuse to approve the issuance of building permits to construct structures or buildings within the Property in addition to its authority not to exercise eminent domain.

8. Fire Flow for Wildland Fire Mitigation

Petitioner shall coordinate with the City to provide appropriate fire flow for wildland fire mitigation in undeveloped or yet to be developed areas of the Property. Appropriate fire flow may include install City approved fire hydrants on water supply lines already being constructed for a current or near-term phase of development or it may include providing temporary water supplies such as cisterns or storage tanks in locations identified by the City.

9. Fire Protection Water Supply

The Petitioner, in accordance with the 2015 International Fire Code as amended and as enacted in City Ordinance 8900, shall provide and maintain an approved water supply capable of supplying the required fire flow for fire protection to premises upon which facilities, buildings or portions of buildings are currently constructed, or hereafter constructed or moved into or within the jurisdiction. A water supply shall consist of reservoirs, pressure tanks, elevated tanks, water mains or other fixed systems capable of providing the required fire flow. Reservoirs, pressure tanks, and elevated tanks shall only be considered as an acceptable water supply by the City's Fire Chief, for facilities or buildings that have been constructed on the premises prior to annexation. Fixed system water mains, including fire hydrants, that are public, private, or a combination of both, shall be required for facilities, buildings or portion of buildings that have been constructed on the premises after annexation. Fire flow requirements for buildings or portions of buildings and facilities shall be determined as outlined in Appendix B of the International Fire Code as amended and enacted.

10. Public Safety Fee

To fund the cost and expenses of providing funding for public safety for the police and fire departments related to the developing the Property, Petitioner and any subsequent owner of all or any part of the Property shall, as a condition of approval of the annexation, and as a condition of issuing a building permit for the construction within the Property, pay a Public Safety Fee calculated by the square foot of the total living space (those areas that are heated and/or cooled) for each existing building and new building to be constructed on the Property ("Fee") based on the following fee schedule:

Residential Building Permits	55.3 cents per square foot of floor space
Commercial Building Permits	15.9 cents per square foot of floor space
Industrial Building Permits	1.5 cent per square foot of floor space

The Fee for existing buildings shall be paid to the City within ten days after the annexation ordinance is approved by City Council. The Fee for any new building construction shall be paid to the City when a building permit is issued for each new building. The Fee shall be deposited by the City in an interest-bearing escrow account identified as the "Public Safety Account." Funds deposited into the Public Safety Account shall be used solely to pay for the cost of operation, administration, maintenance, repair, improvement, renewal, replacement and construction of new public safety areas of the city and related costs.

An annual cumulative rate adjustment will be made based on the Consumer Price Index (CPI-U) for the Denver, Colorado MSA for the period of time between approval of the annexation and development. The adjustment shall be the percent change in the CPI for the calendar year ending December 31st of each year.

11. Telecommunications

As incorporated within a Phasing Plan approved as part of a Subdivision Improvement Agreement, Petitioner shall, at its sole expense, design and install a 4" underground fiber optic data transmission conduit ("Fiber Conduit") within the right-of-way of Lake Avenue from the northern to the southern boundary of the Property according to the phased development of Lake Avenue in a location, alignment and depth approved by the Director of Information Technology. The underground fiber optic data transmission conduit shall be owned and managed by the City. The Fiber Conduit can be installed in coordination with the sanitary sewer main installation within the right-of-way of Lake Avenue. The installation of the conduit shall contain tracer wire. The design and installation of the Fiber Conduit shall also include underground vaults ("handholds") at both ends of the conduit and every one-thousand foot of conduit that provides access to the fiber optic cable for maintenance and repairs.

EXHIBIT C-1

Regional Comprehensive Plan Future Land Use Map

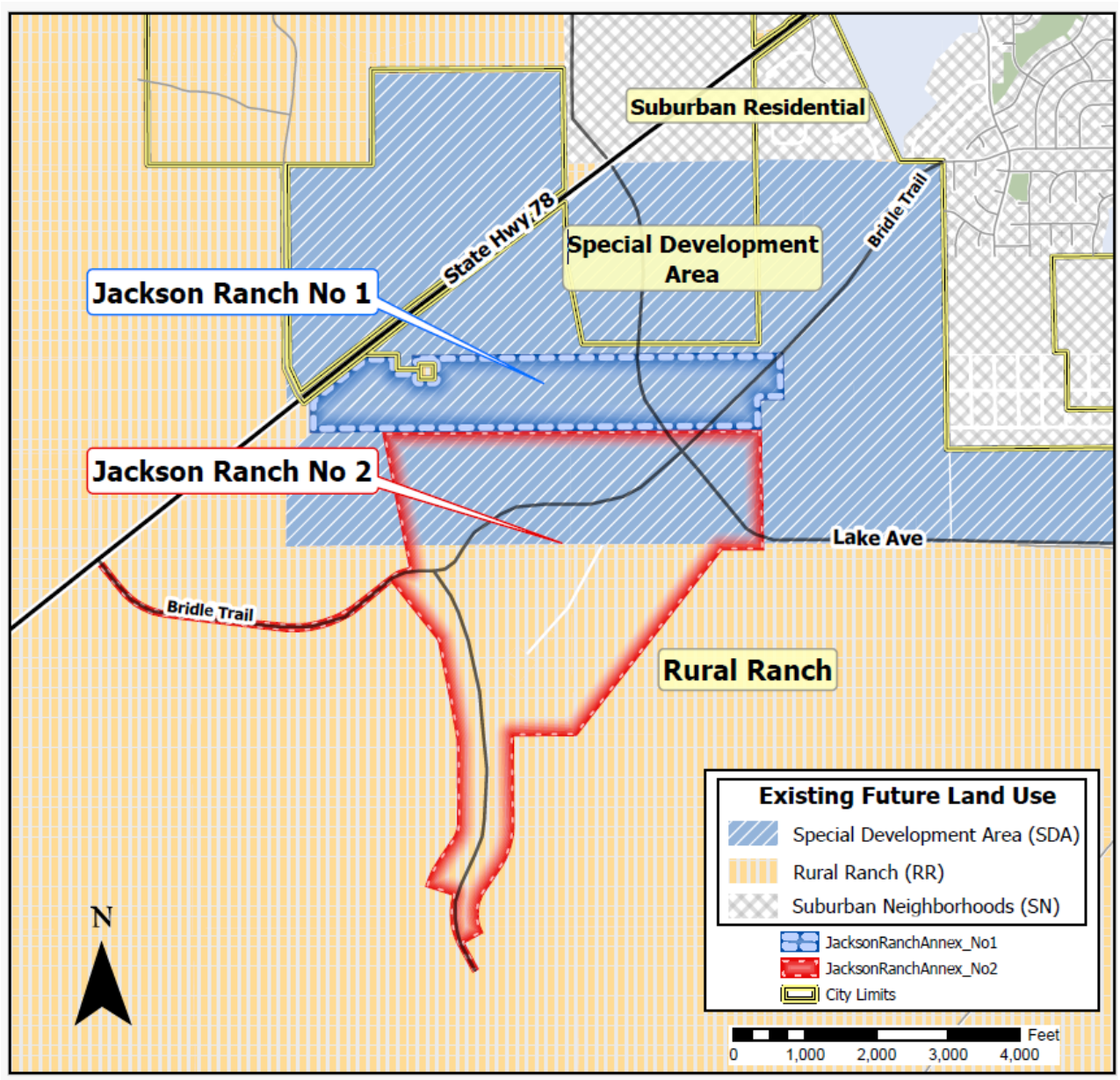


EXHIBIT C-2

Land Use & Future Zoning

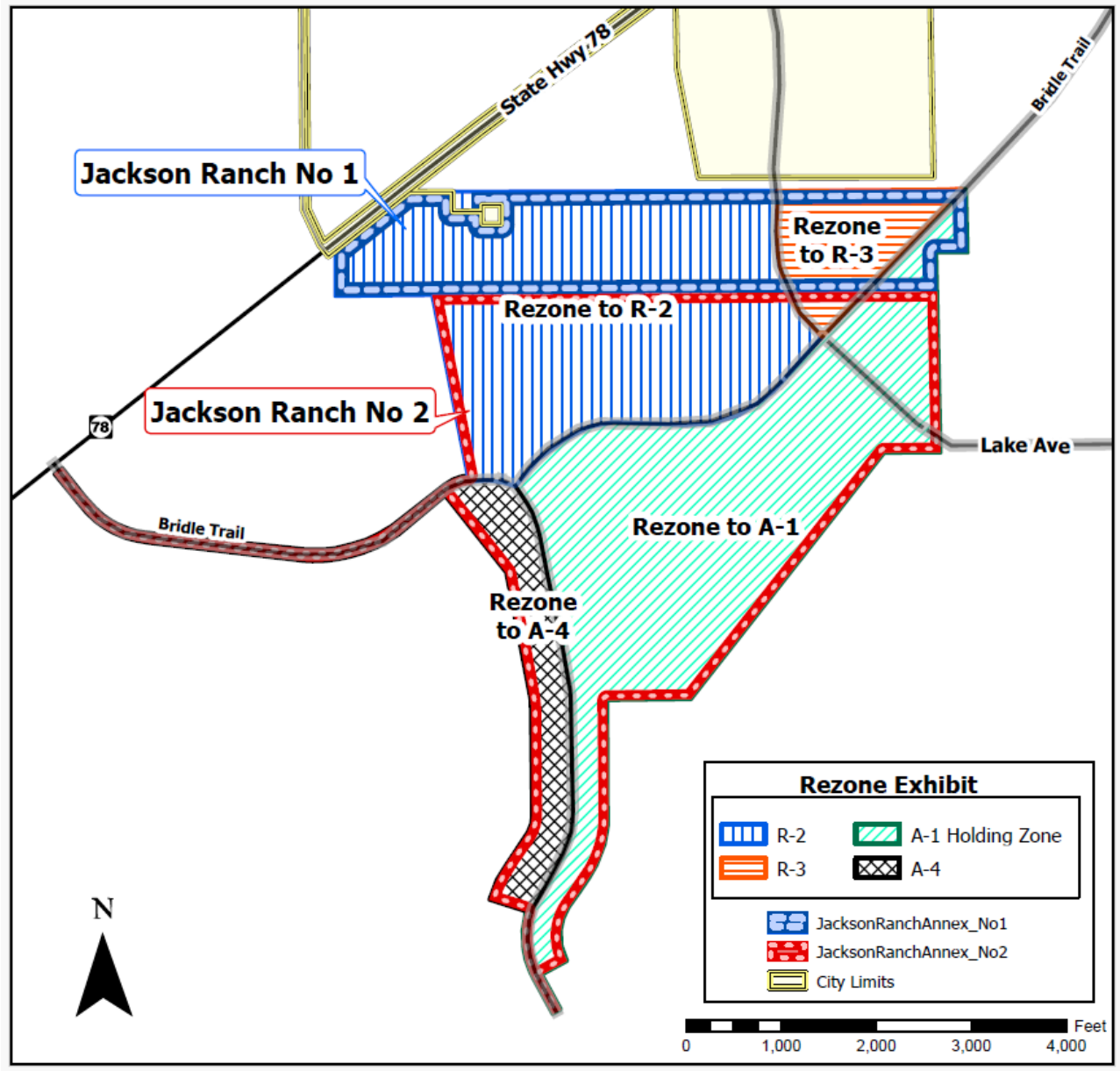


EXHIBIT C-3

Roadway Access Map

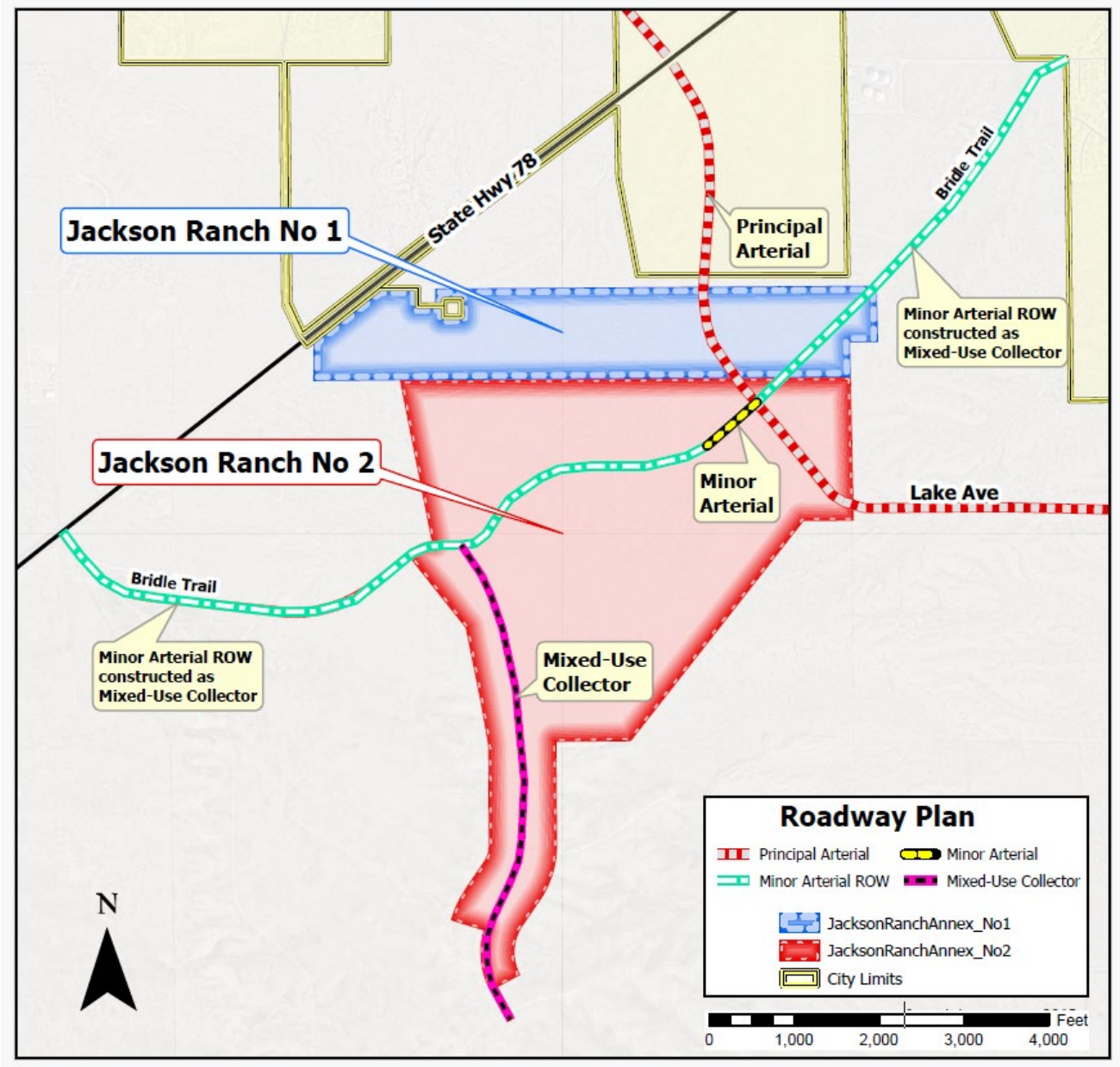
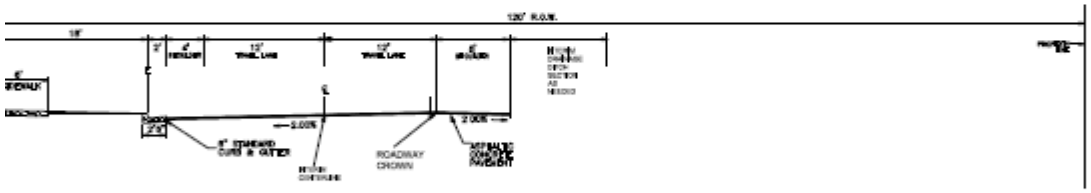


EXHIBIT C-4
Roadway Design Standards

Lake Avenue Interim Principal (Major) Arterial Roadway Standard

Arterial – Major Arterial (INTERIM 2-LANE)	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80' (INTERIM 38')
ROW	120'
Median	All principal arterials are divided roadways (NO MEDIAN FOR 2-LANE INTERIM)
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	**Points of access must be approved by the Traffic Engineer** and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



MAJOR ARTERIAL
INTERIM
TWO-LANE 38' ROADWAY
120' RIGHT-OF-WAY
STANDARD CURB & GUTTER
(WEST SIDE)
6' DETACHED SIDEWALK
(WEST SIDE)

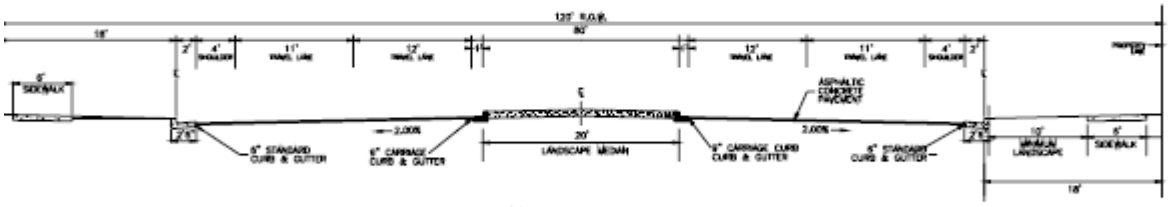
W/RIGHT TURN LANES:
CROSS SECTION ON INTERSECTION APPROACHES WITH SOUTHBOUND RIGHT TURN DECELERATION LANES: 12' TURN LANE INSTEAD OF 4' OUTSIDE SHOULDER; SIDEWALK BUFFER REDUCES TO 2.75'

W/ SINGLE LEFT TURN LANES:
CROSS SECTION ON INTERSECTION APPROACHES WITH SINGLE NORTHBOUND OR SOUTHBOUND LEFT TURN LANES: EXPAND CROSS SECTION TO THE EAST 12' FROM THE CROWN; PROVIDE NECESSARY REDIRECT TAPERS FOR THE NORTHBOUND THROUGH LANES

W/DUAL LEFT TURN LANES:
CROSS SECTION ON INTERSECTION APPROACHES WITH DUAL NORTHBOUND LEFT TURN LANES: PROVIDE 6' ADDITIONAL RIGHT-OF-WAY EACH SIDE, SHIFT THIS CROSS SECTION 6' TO THE WEST AND EXPAND THE EAST SIDE PAVEMENT CROSS SECTION TO THE EAST 6'; PROVIDE NECESSARY REDIRECT TAPERS FOR THE NORTHBOUND AND SOUTHBOUND THROUGH LANES

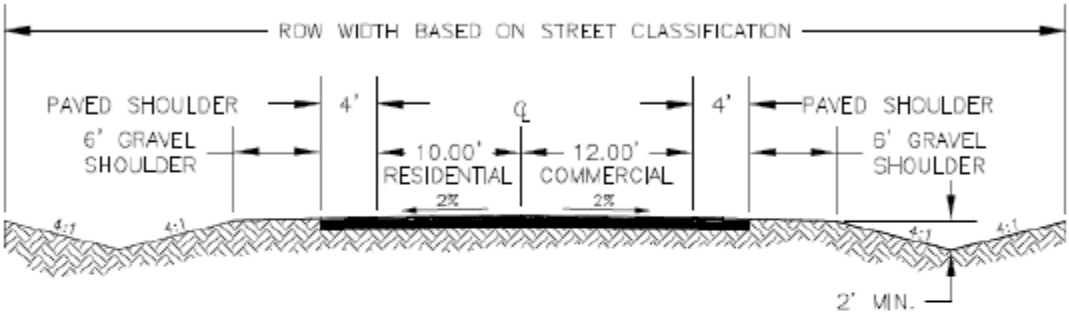
General Roadway Sections and Design Criteria

Arterial – Major Arterial	
Land Use	Mixed Use
Function	Provides for continuous traffic movement connecting neighborhoods, areas and regional features at higher speeds with limited access.
Speed Limit	40 to 45 mph
Roadway Width	80'
ROW	120'
Median	All principal arterials are divided roadways
Off-Street Parking	Adjacent properties must comply with zone district regulations
Sidewalk	6' minimum detached sidewalk or approved off road trail connection
Road Segment Length	Points of access must be approved by the Traffic Engineer and the Colorado Department of Transportation when roadway is classified as a State Highway
Emergency Access	Must retain a 20' clearance for emergency vehicles.



MAJOR ARTERIAL
80' ROADWAY WITH 20' MEDIAN
120' RIGHT-OF-WAY
STANDARD CURB & GUTTER
6' DETACHED SIDEWALK

165' ROW (for dual left turn lanes and right turn lanes at Major Intersections and 135' where cross section includes single left turn lanes and separate right turn lanes



Typical Cross Section of 28' Pioneer Road

The alignment, design, construction and installation of a Pioneer Road for secondary access shall comply with the General Provisions for Roadway Classification Design Standards and Policies and the City's Standard Construction and Standard Details (Revised: March 28, 2005) as later amended and in accordance with construction plans, all which shall be approved by the Director of Public Works.

EXHIBIT C-5
Transportation Impact Fee Calculation

Transportation Impact Fee
Eligible Roadway Expenses Calculation

Lake Avenue Distance in Ft	Road Class		Cost Per Linear Foot	Estimated Cost	10% Contigency	Total Cost W/ Contingency:
3,450	Interim Principal Arterial	Through Jackson Ranch Annexation Property	260	$898,150	$89,815	$987,965
2,800	Interim Principal Arterial	NW Off-Site Jackson Ranch Annexation Property to SH-78	260	$728,933	$72,893	$801,827
6,250				$1,627,083	$162,708	$1,789,792
Bridle Trail Distance in Ft	**Road Class**		**Cost Per Linear Foot**	**Estimated Cost**		
5,400	Modified Minor Arterial (Mixed Use Collector)	West of intersection with north/south collector road to SH-78	295	$1,591,200	$159,120	$1,750,320
3,000	Modified Minor Arterial (Mixed Use Collector)	East of intersection with north/south collector road to Lake Ave. (Excludes 800' approach to Lake Ave.)	295	$884,000	$88,400	$972,400
800	Minor Arterial	SW approach to Lake Ave.	546	$437,067	$43,707	$480,773
2,150	Modified Minor Arterial (Mixed Use Collector)	Northeast of Lake Ave.	295	$633,533	$63,353	$696,887
11,350				$3,545,800	$354,580	$3,900,380
North/South Collector Distance in Ft	**Road Class**		**Cost Per Linear Foot**	**Estimated Cost**		
3,350	Mixed Use Collector	From Bridle Trail intersection south to the intersection with future east/west Mixed Use Collector	295	$987,133	$98,713	$1,085,847
2,400	Neighborhood Collector	From intersection with future east/west Mixed Use Collector south to intersection with east/west County Collector	308	$739,733	$73,973	$813,707
5,750				$1,726,867	$172,687	$1,899,553
CDOT SH78 Access Permits Improvement Costs				$300,000		
Total Estimated Transportation Impact Fee Costs				$7,199,750		
Estimate Number of Residential Housing Units						
Per Impact Report - School Residential Unit Calculation				2,500		
Total Impact Fee Per Residential Unit Building Permit				$2,880		

EXHIBIT C-6
Sanitary Sewer Basins Map

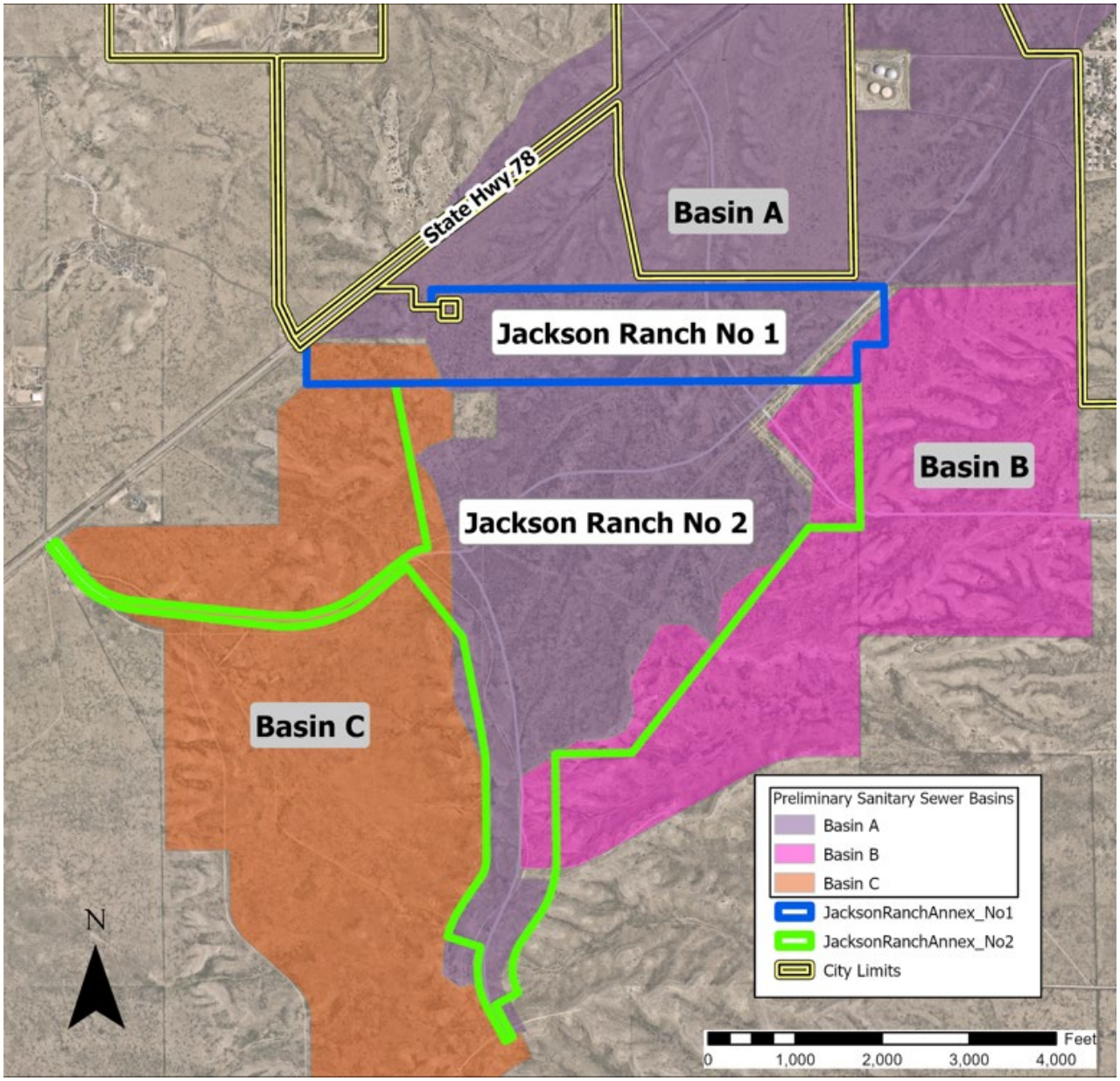


EXHIBIT C-7

Sanitarty Sewer Basin A Connection Location

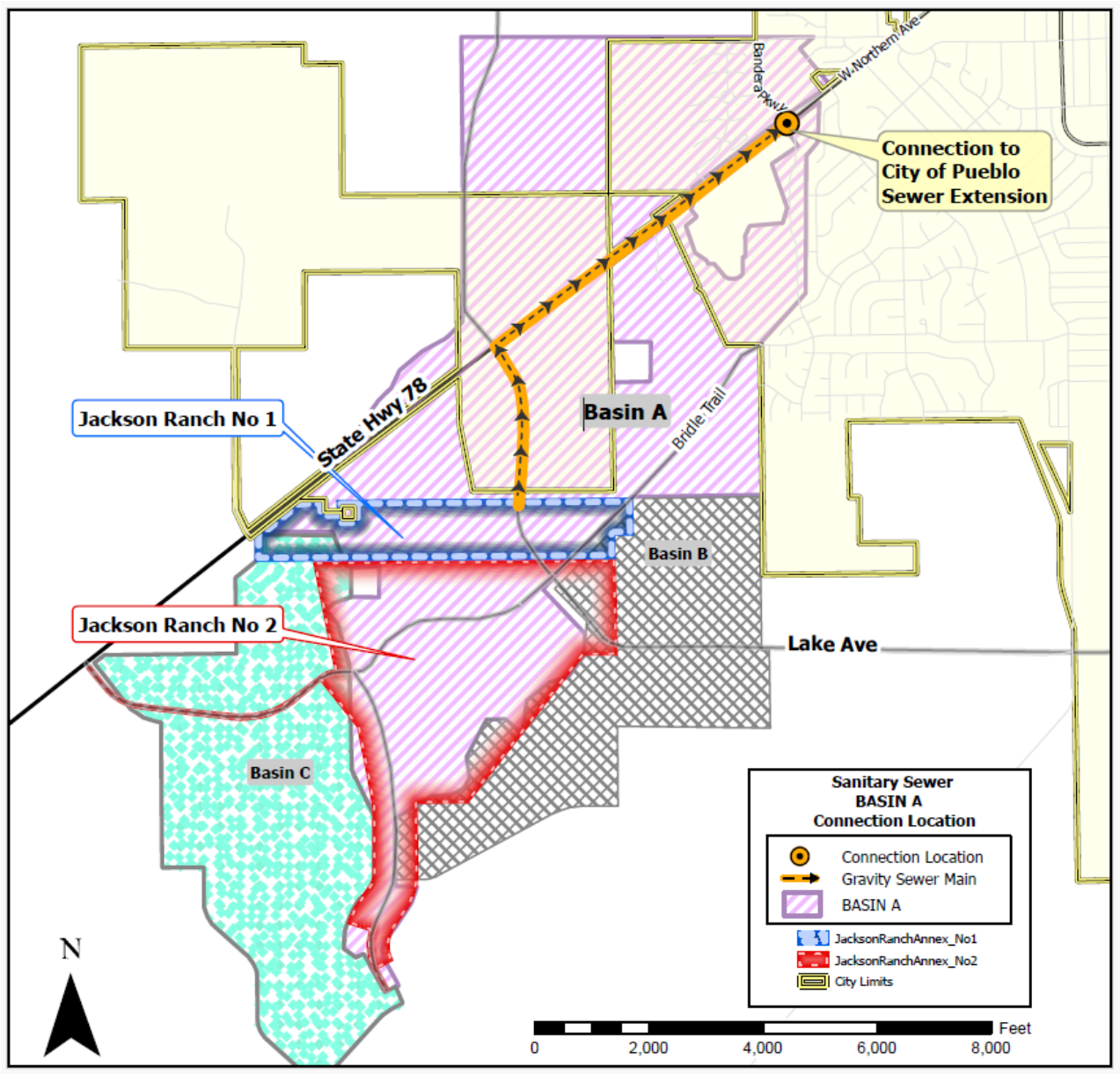


EXHIBIT C-8

Sanitarty Sewer Basin B Connection Location

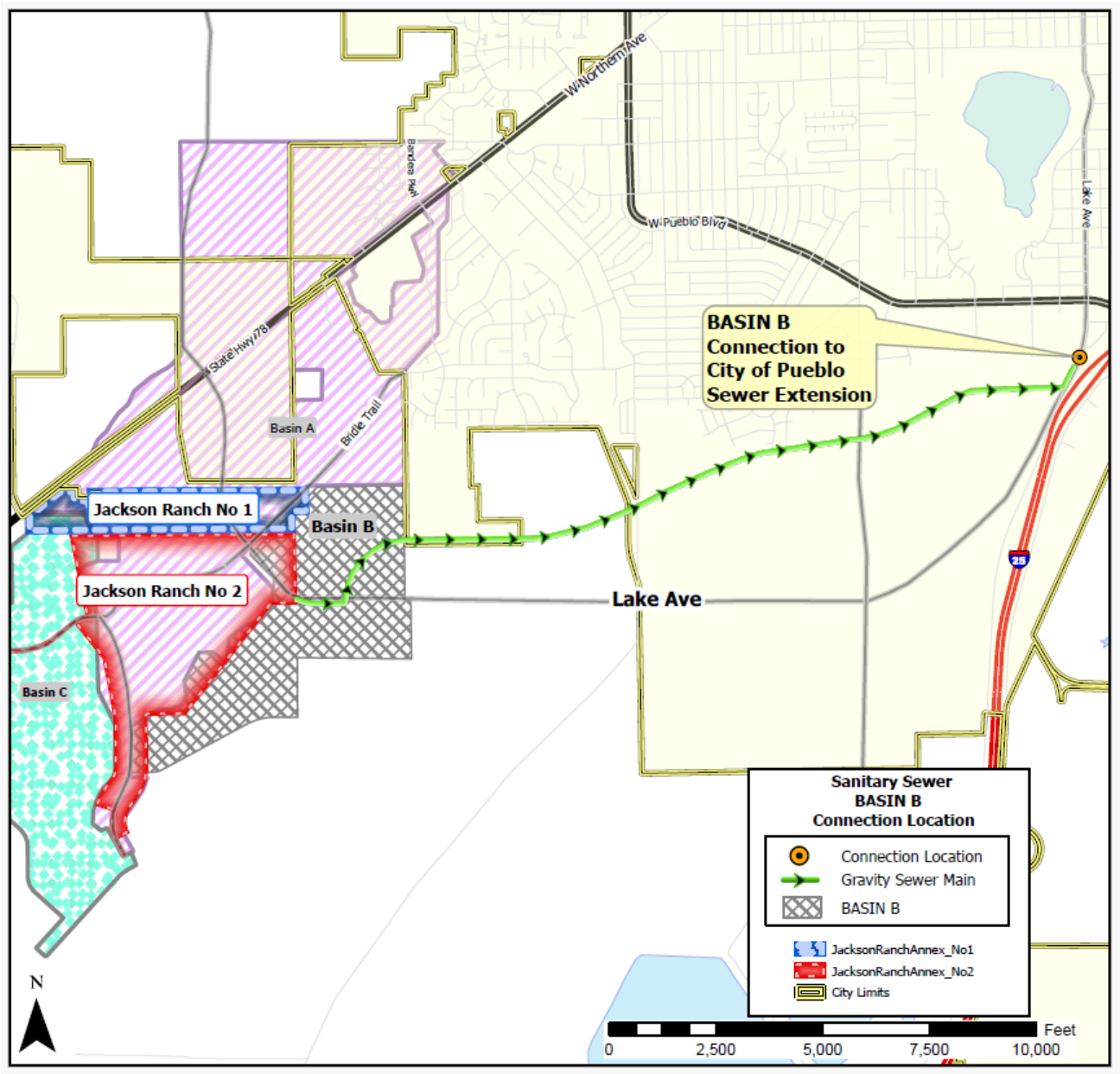
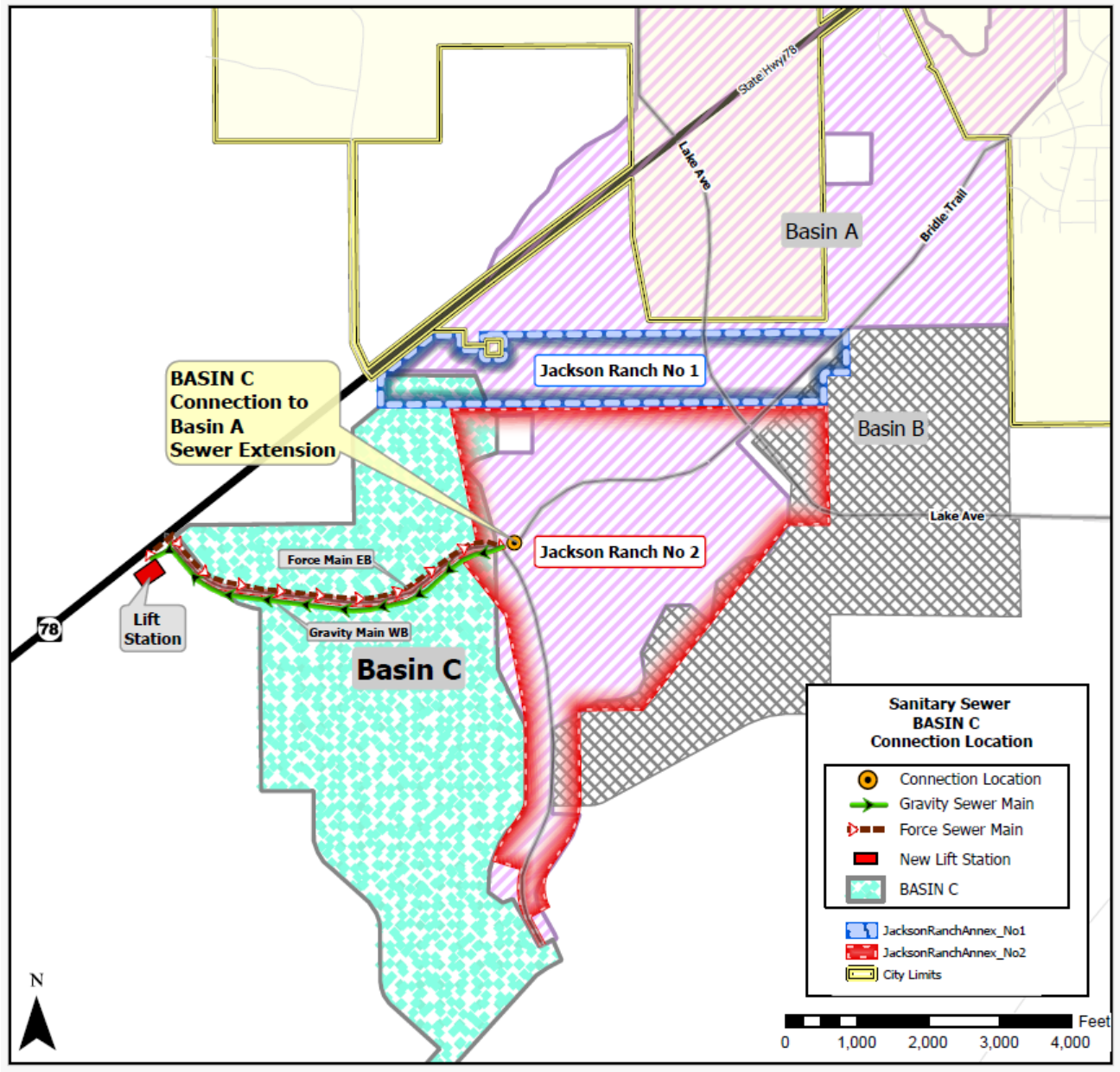


EXHIBIT C-9

Sanitarty Sewer Basin C Connection Location



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, May 14th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

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

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

Chair Castellucci recused himself for the remainder of the meeting.

Public Meeting:

1. A-24-04

Jackson Ranch Annexation 1: Annexation of 152.27 acres into the City of Pueblo, generally located southeast of Hwy 78 and west of the Pastora Ranch Annexation.

Commission Action: Bailey moved to recommend the annexation application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 6-0 (Castellucci recused himself)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

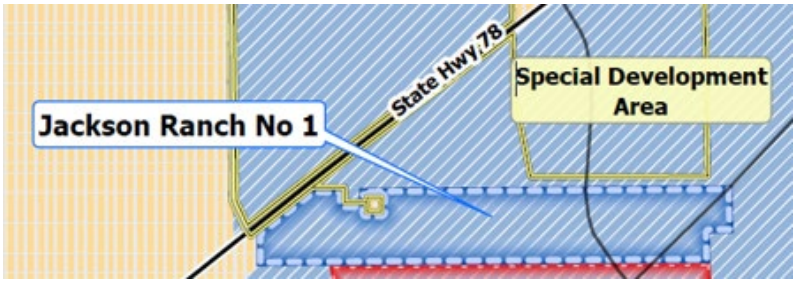
A-24-04

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	May 14, 2025
SUBJECT:	Jackson Ranch Annexation No. 1
APPLICANT:	Nina Ruiz; Vertex Co.
PROPERTY OWNER:	RJPC Ranch LLC, a Colorado Limited Liability Company
LOCATION:	Generally located southeast of State Highway 78 and west of the Pastora Ranch annexation – 152.27 acres
EXISTING ZONE:	Pueblo County Large Agricultural (A-1)
CONCURRENT REQUEST(S):	Jackson Ranch Annexation No. 2 (A-24-05)

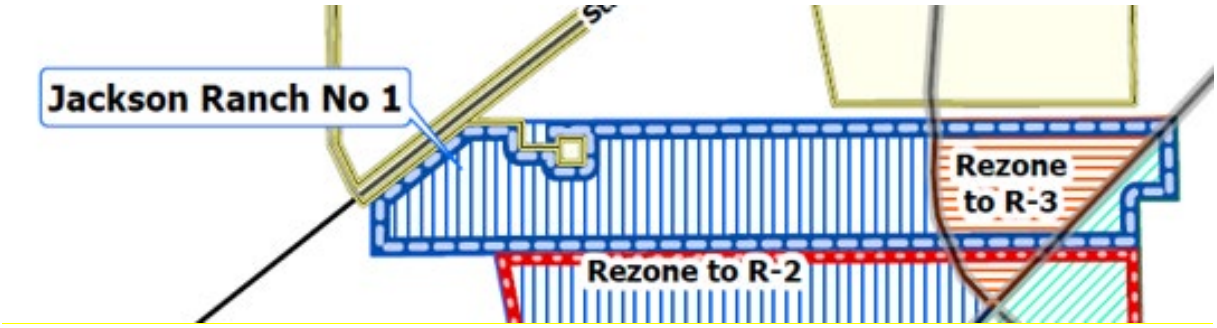
REQUEST:
The Petitioner/Applicant is requesting to annex 152.27 acres into the City. This petition is part of a series of two annexations totaling 591.6 acres. The series annexations include: 152.27 acres in Annexation No. 1 and 439.33 acres in Annexation No. 2. The property within Annexation No. 1 will be master planned following annexation with the primarily a mixture of residential development areas. The proposed land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended.

BACKGROUND:

The Petitioner/Applicant submitted annexation petitions for the Jackson Ranch Annexations 591.6 acres into the City through a series of two annexations with Phase 1 totaling 152.27 acres and Phase 2 totaling 439.33 acres. The annexation petitions were filed on August 28, 2024 by RJPC Ranch LLC, a Colorado Limited Liability Company. The phase 1 annexation contains 152.27 acres and is located southeast of State Highway 78 and west of the Pastora Ranch annexation. The purpose of the annexation is for the development of a mixture of residential development types that includes some complementary retail services. The property is currently identified within the Urban Reserve – Special Development Area future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map.



The applicant is proposing to initially zone approximately 10.27 acres of the property as A-1, Agricultural One, (diagonal green lines on map below) as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time. Approximately 110.77 acres are proposed to be zoned into an R-2, Single Family Residential District, and the remaining 31.23 acres are proposed to be zoned into an R-3, One and Two Family Residential District.



No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 152.27 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended. The proposed development of the property must at minimum meet the criteria included in the Major Project Annexation Criteria described in the 2022 Pueblo Regional Comprehensive Plan, as amended.

ANALYSIS:

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

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Large Agricultural (A-1)
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	Pueblo County - A-3, Small Agricultural & A-1, Large Agricultural; Currently undeveloped
East	Pueblo County - A-1, Large Agricultural; Currently undeveloped; City of Pueblo, S-1 containing a transmission tower
South	Pueblo County - A-1, Large Agricultural; Currently undeveloped
West	Pueblo County - A-1, Large Agricultural; Currently undeveloped with access road to the South Side Landfill on north side of SH78

Current Land Use According to Comprehensive Plan:
The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Urban Reserve – Special Development Area. These areas are adjacent to existing City of Pueblo limits, within the City of Pueblo 3-Mile Annexation Boundary area. These areas are potentially serviceable areas and may be suitable for future annexation, subject to the evaluation criteria for major projects and the applicable requirements of the City's Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment.

The Major Project Annexation Criteria, along with the Pueblo Regional Comprehensive Plan Goals for a proposed development must at a minimum meet the following criteria to be considered for annexation:

1. Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.
   Staff findings: The Regional Comprehensive Plan designates this area as an Urban Reserve – Special Development Area. An amendment to the Regional Comprehensive Plan Future Land Use Map should be approved by City Council prior to the approval of rezoning and subdivision of the property. The property shall be zoned into the zone district most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan.

2. Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.
   Staff findings: The proposed annexation agreement requires the petitioner to prepare a Sanitary Sewer Plan certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. Associated impacts on City's existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the petitioner.

3. Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights, contributions for expansion of sewer treatment capacity, or provision of private treatment of wastewater to reduce impact on treatment capacity for the City.
   Staff findings: The petitioner shall construct and install, at petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the property. The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published November 11, 2024 or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

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

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

<u>Annexation Agreement Related to Zoning and Secondary Access:</u>
According to the agreement, the northern portion of the annexation area is to be zoned as an A-1, Agricultural One District, for a period not to exceed 180 months from the date of the annexation agreement. Prior to the 180 months expiring, the property owners must rezone the land into a zone district "most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan." No building or occupancy permits are allowed to be issued for the northern portion of the annexation area while the property is zoned A-1. The annexation agreement also states that the petitioner shall provide secondary access to the property in accordance with the 2015 International Fire Code. The secondary access will most likely be provided by the planned extension of Lake Avenue and/or Bridle Trail. The developer/petitioner is eligible for cost recovery for the construction of the secondary access. The City reserves the right to not approve subsequent subdivisions or approve building permits until the secondary access requirement is fulfilled.

Field Observations of Site:

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

Neighborhood Compatibility

- The proposed annexation site is surrounded currently by undeveloped land that is zoned within the Pueblo County - Large Agricultural (A-1) District. The agricultural use on the property is grazing cattle on a limited bases. Non-agricultural uses may not be compatible with the agricultural uses occurring on the property and on surrounding properties.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Approval of wording in annexation agreement
- City Transportation: Approval of wording in annexation agreement
- City Law Department: Approval of wording in annexation agreement
- Pueblo Regional Building Department: No comment
- City Fire Department: Approval of wording in annexation agreement
- Pueblo Board of Water Works: Approval of wording in annexation agreement
- City Wastewater: Approval of wording in annexation agreement
- City Stormwater: Approval of wording in annexation agreement
- City Parks and Recreation Department: Approval of wording in annexation agreement
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: No Comment

SPECIAL INFORMATION

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

1. **Section 31-12-104 –**That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.

    - Approximately 2,848 feet of the proposed annexation area is contiguous with existing City property of a total perimeter of approximately 16,404 feet, so it meets the one-sixth requirement.

2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.

    - The City of Pueblo adopted the updated "City of Pueblo 3-Mile Annexation Master Plan for the Year 2025" on January 13, 2025. All of the property is within three miles of the existing city limits.

3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.

    - An Annexation Impact Report for the Jackson Ranch Annexation No. 1 has been provided for the City by the petitioner addressing future land uses, water and sanitary sewer extension, roadway extensions, and impacts to School District 60.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

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

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

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

No later than ninety (90) days after the effective date of the Ordinance annexing the property, Petitioner shall take and perform all actions necessary for the Property to be zoned as follows:

According to the agreement, the applicant is proposing to initially zone approximately 10.27 acres of the property as A-1, Agricultural One, (diagonal green lines on map below) as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time. Approximately 110.77 acres are proposed to be zoned into an R-2, Single Family Residential District, and the remaining 31.23 acres are proposed to be zoned into an R-2, One and Two Family Residential District.

The Regional Comprehensive Plan designates the proposed annexation area to be within both an Urban Reserve – Special Development Area (95 acres) and a Rural Ranch Area (344 acres). An amendment to the Regional Comprehensive Plan Future Land Use Map should be approved by City Council prior to the approval of a rezoning and subdivision of the property.

No building permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure until the property on which the building or structure is located is subdivided in accordance with any and all requirements of the Annexation Agreement and Title XII, Chapter 4 of the Pueblo Municipal Code as same may be amended.

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

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

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

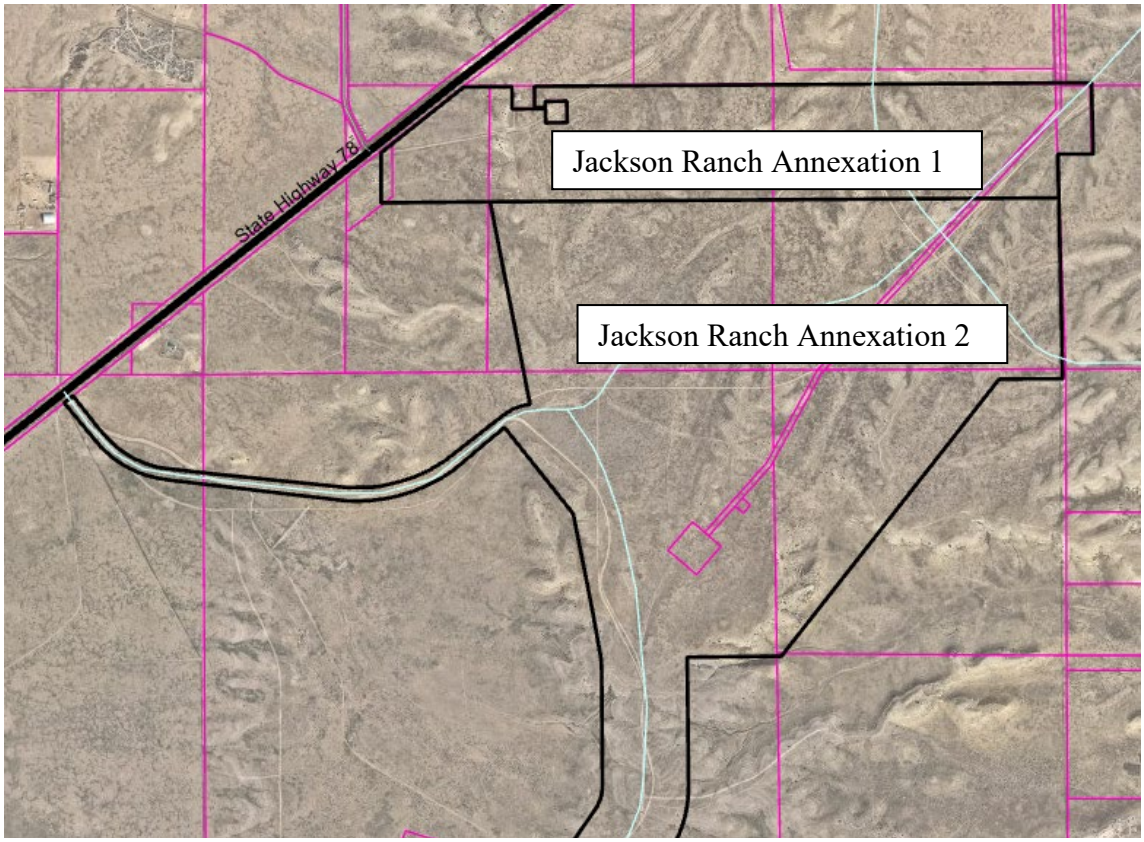
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED ACTION: If the Planning and Zoning Commission determines that the annexation petition meets the necessary criteria and statutory requirements, a recommendation to City Council for approval of the annexation petition is appropriate.

ATTACHMENTS

A. Aerial Photograph
B. Site Photo
C. Annexation Plat
D. Impact Report (Applicable to A-24-04 and A-24-05)
E. Draft Annexation Agreement (Applicable to A-24-04 and A-24-05)

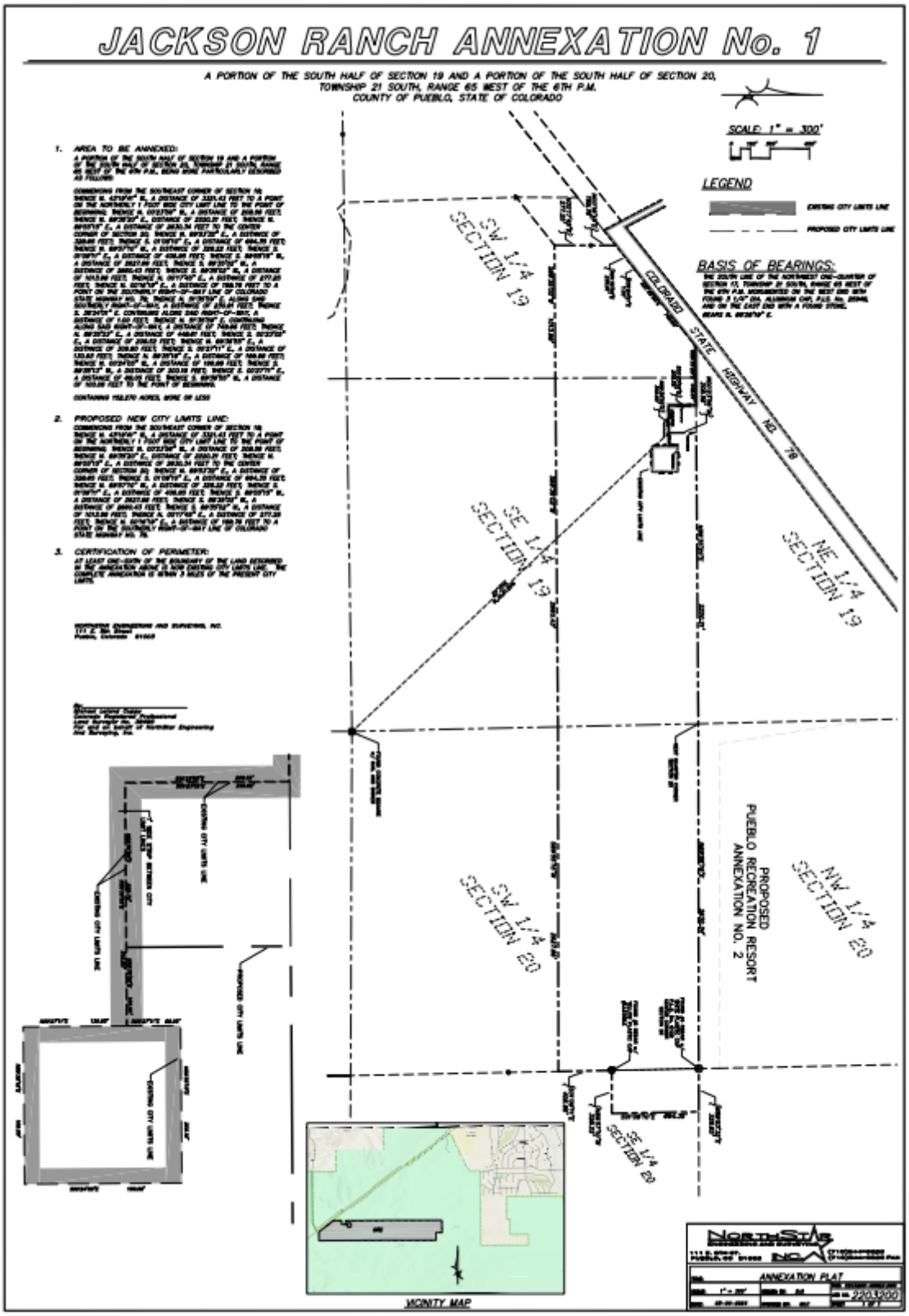
A. Aerial Photograph



B. Site Photo



C. Annexation Plat



D. Impact Report (Applicable to A-24-04 and A-24-05)

E. Draft Annexation Agreement (Applicable to A-24-04 and A-24-05)

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2 TO THE CITY OF PUEBLO DESCRIBED AS 439.33-ACRES OF LAND LOCATED SOUTH OF THE PROPOSED JACKSON RANCH ANNEXATION 1

SUMMARY:

The petitioner RJPC Ranch LLC, a Colorado Limited Liability Company, is requesting to annex the property containing 439.33-acres into the City of Pueblo, commonly known as the Jackson Ranch Annexation 2 to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On September 23, 2024, City Council approved Resolution No. 15774 preliminarily determining that the petition for annexation of the area commonly known as the Jackson Ranch Annexation 2 is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Jackson Ranch Annexation 2 is located south of the proposed Jackson Ranch Annexation 1. The Petitioners are requesting to annex 439.33-acres into the City for a mixture of residential development types that includes some complementary retail services. The proposed land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended. The property is currently identified within the Urban Reserve – Special Development Area (95 acres) and the Rural Ranch (344 acres) future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map.

The applicant is proposing to initially zone approximately 282.33 acres of the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement

may allow an A-1, Zone District for a specified period of time. Approximately 109.23 acres are proposed to be zoned into an R-2, Single Family Residential District, 1.77 acres into an R-3, One and Two Family Residential District, and the remaining 46 acres are proposed to be zoned into an A-4, Agricultural District that allows one-family homes.

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 439.33 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended. The proposed development of the property must at minimum meet the criteria included in the Major Project Annexation Criteria described in the 2022 Pueblo Regional Comprehensive Plan, as amended.

The proposed annexation site is currently zoned Pueblo County Large Agricultural A-1, Zone District. The property located north of the proposed annexation area contains one residence with the remainder undeveloped. The property to the ease contains a transmission tower, with the remainder undeveloped. The property to the south is undeveloped, and the property to the west two residences, one on each side of SH 78 with the remainder undeveloped.

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Urban Reserve – Special Development Area and Rural Ranch. These areas are adjacent to existing City of Pueblo limits, within the City of Pueblo 3-Mile Annexation Boundary area. These areas are potentially serviceable areas and may be suitable for future annexation, subject to the evaluation criteria for major projects and the applicable requirements of the City's Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment.

The Major Project Annexation Criteria, along with the Pueblo Regional Comprehensive Plan Goals for a proposed development must at a minimum meet the following criteria to be considered for annexation:

- Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.

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

- Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights, contributions for expansion of sewer treatment capacity, or provision of private

treatment of wastewater to reduce impact on treatment capacity for the City.

- The dedication of land and/or construction of facilities needed to expand fire and police services to the development that meet level of service standards for the rest of the city.

The staff report to the Planning and Zoning Commission provided for the review at the May 14, 2025, meeting, along with the findings of the Planning and Zoning Commission concluded that the Jackson Ranch Annexation 2 complies with the criteria for Major Projects and the goals of the Pueblo Regional Comprehensive Plan adopted in 2022. The annexation complies with the statutory requirements contained within the Colorado Revised Statutes, along with the City of Pueblo annexation requirements.

FINANCIAL IMPLICATIONS:

The Petitioner acknowledges and agrees that upon the annexation, the property shall become subject to the Charter, Ordinances, Resolutions, rules, and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services, including but not limited to sanitary sewer services, to the area proposed to be annexed.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the May 14, 2025, Public Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Boston to recommend approval of the proposed annexation petition. Motion passed 6-0, Commissioner Castellucci recused himself.

STAKEHOLDER PROCESS:

Annexation Impact Reports have been filed with taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

City Council could vote to not approve the annexation Ordinance. The applicant could resubmit an annexation petition in the future subject to the applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1).

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. A-24-05 Jackson Ranch Annex No. 2 Combined Attachments

ORDINANCE NO.

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2 TO THE CITY OF PUEBLO DESCRIBED AS 439.33-ACRES OF LAND LOCATED SOUTH OF THE PROPOSED JACKSON RANCH ANNEXATION 1

WHEREAS, the City Planning and Zoning Commission has recommended that the area described in Section 1 hereof be annexed to the City of Pueblo; and,

WHEREAS, the City Council has heretofore found and determined by Resolution that the Petition for Annexation and the area described in Section 1 hereof to be in compliance with the notice and other applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1); and,

WHEREAS, the City Council has by Resolution found and determined that an election is not required under C.R.S. §31-12-107 (2) and no additional terms and conditions are to be imposed upon the area described in Section 1 other than those set forth in the Petition for Annexation and the Annexation Agreement; NOW THEREFORE,

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

SECTION 1.

The following described area situated in Pueblo County, Colorado, is hereby annexed to Pueblo, a Colorado Municipal Corporation, subject to the terms and conditions set forth in the Petition for Annexation and the Annexation Agreement, and the official map of the City shall be amended to show such annexation:

ANNEXATION

1. **AREAS TO BE ANNEXED:**

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF

352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 276.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 276.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1; THENCE N. 89°35'02" E., A DISTANCE OF 2660.43 FEET; THENCE N. 89°55'15" E., A DISTANCE OF 2627.66 FEET TO THE SOUTHEAST CORNER OF THE AFOREMENTIONED JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., A DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET TO THE POINT OF BEGINNING.

CONTAINING 439.33 ACRES, MORE OR LESS

2. **PROPOSED NEW CITY LIMITS LINE:**

BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET;

THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 526.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 276.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 276.23 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1813.35 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

3. **CERTIFICATION OF PERIMETER:**

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

SECTION 2.

The owners of one hundred percent (100%) of the property to be annexed have petitioned for such annexation.

SECTION 3.

The Annexation Agreement in the form and content presented to the City Council at this meeting is hereby authorized and approved. The President of the City Council is hereby directed and authorized to execute and deliver the Annexation Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

Within thirty (30) days after the effective date of the Ordinance, the City Clerk shall:

(a) File one copy of the annexation map with the original of this Ordinance in the office of the City Clerk; and,

(b) File for recording three certified copies of this Ordinance and annexation map with the Pueblo County Clerk and Recorder; and,

(c) File one certified copy of the annexation map and this Ordinance with the Southeastern Colorado Water Conservancy District.

SECTION 5.

The officers of the City are hereby authorized to take all other actions necessary or appropriate, on behalf of the City, to implement the provisions of this Ordinance and the Annexation Agreement.

SECTION 6.

If any provisions of this Ordinance or Annexation Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions or provisions of this Ordinance or Annexation Agreement or render the same invalid, inoperative or unenforceable, except as otherwise expressly provided in the Annexation Agreement.

SECTION 7.

The City Council hereby consents to the inclusion of the annexed area in the Southeastern Colorado Water Conservancy District pursuant to C.R.S. §37-45-136 (3.6).

SECTION 8.

This Ordinance shall become effective on the date of final action by the Mayor and City Council and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2026.

Action by City Council:

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

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

JACKSON RANCH ANNEXATION No. 2

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO

1. AREA TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 422.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 422.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

CONTAINING 439.18 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

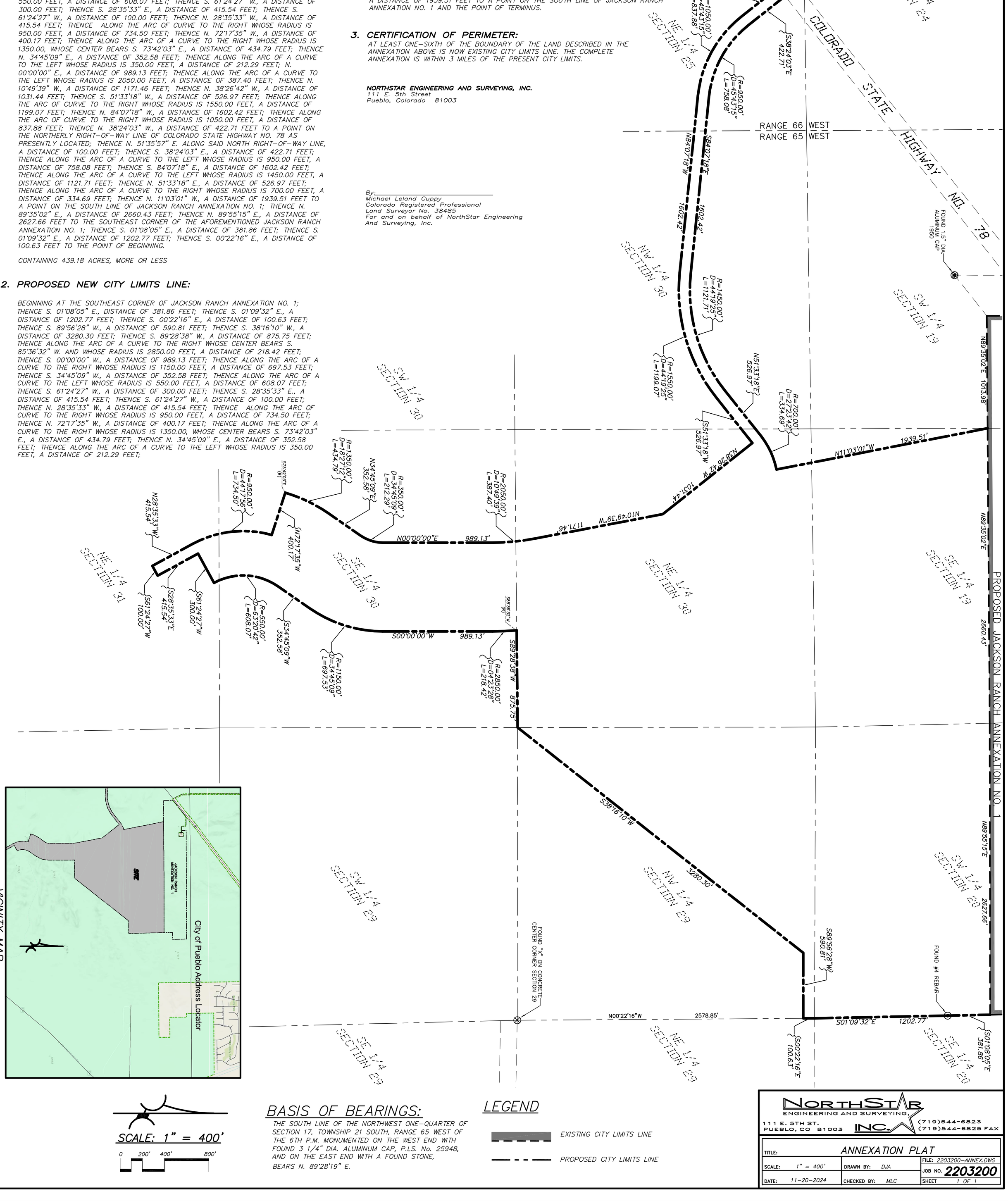
BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET;

3. CERTIFICATION OF PERIMETER:

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

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

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



VICINITY MAP

SCALE: 1" = 400'

0 200' 400' 800'

BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4" DIA. ALUMINUM CAP, P.L.S. No. 25948, AND ON THE EAST END WITH A FOUND STONE, BEARS N. 89°28'19" E.

LEGEND

EXISTING CITY LIMITS LINE

PROPOSED CITY LIMITS LINE

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE: ANNEXATION PLAT		
SCALE: 1" = 400'	DRAWN BY: DJA	FILE: 2203200-ANNEX.DWG
DATE: 11-20-2024	CHECKED BY: MLC	JOB NO. 2203200
		SHEET 1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, May 14th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

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

Commissioners Absent: None

Staff Members Present*:* Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

2. A-24-05 **Jackson Ranch Annexation 2:** Annexation of 439.33 acres into the City of Pueblo, generally located southeast of Hwy 78 and south of the proposed Jackson Ranch Annexation No. 1

Commission Action: Bailey moved to recommend the annexation application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 6-0 (Castellucci recused himself)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

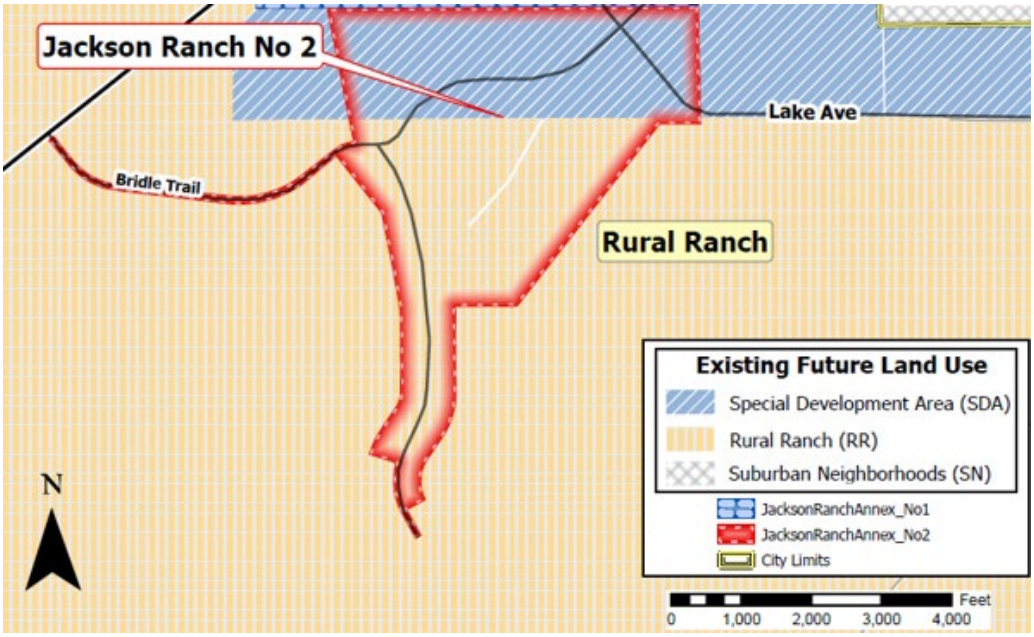
Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

A-24-05

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	May 14, 2025
SUBJECT:	Jackson Ranch Annexation No. 2
APPLICANT:	Nina Ruiz; Vertex Co.
PROPERTY OWNER:	RJPC Ranch LLC, a Colorado Limited Liability Company
LOCATION:	Generally located southeast of State Highway 78 and south of the proposed Jackson Ranch Annexation No. 1– 439.33 acres
EXISTING ZONE:	Pueblo County Large Agricultural (A-1)
CONCURRENT REQUEST(S):	Jackson Ranch Annexation No. 1 (A-24-04)

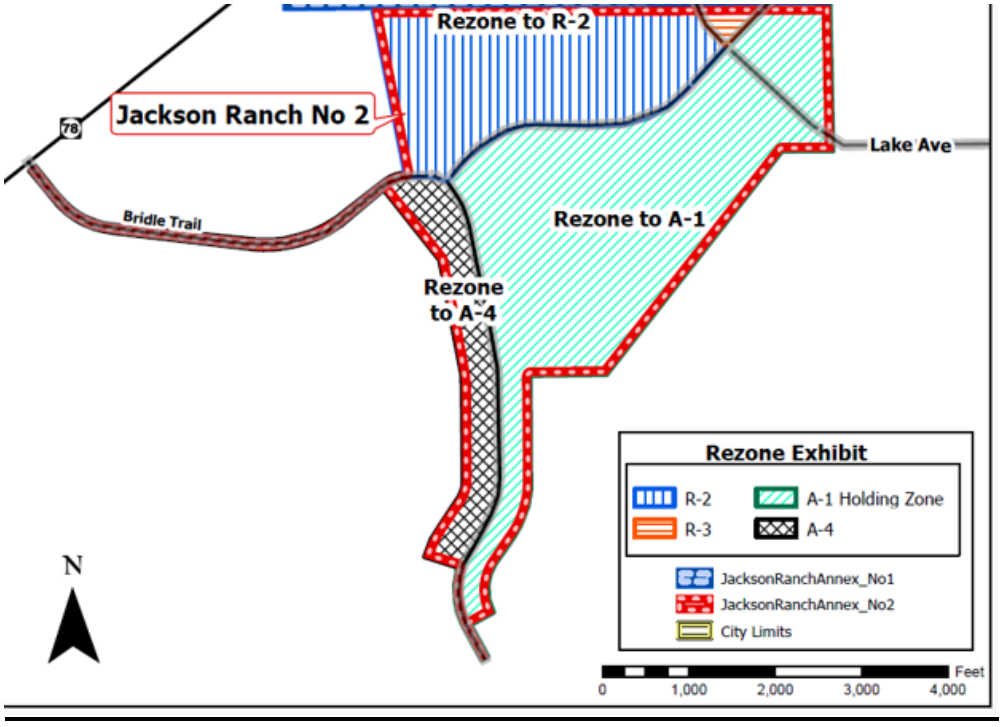
REQUEST:
The Petitioner/Applicant is requesting to annex 439.33 acres into the city. This petition is part of a series of two annexations totaling 591. 6-acres. The series annexations include: 152.27 acres in Annexation No. 1 and 439.33 acres in Annexation No. 2. The property within Annexation No. 2 will be master planned following annexation with the primarily a mixture of residential development areas. The proposed land uses will need to comply with the future land use designations within the Pueblo Regional Comprehensive Plan, adopted in 2022, as amended.

BACKGROUND:
The Petitioner/Applicant submitted annexation petitions for the Jackson Ranch Annexations 591.6 acres into the city through a series of two annexations with Phase 1 totaling 152.27 acres and Phase 2 totaling 439.33 acres. The annexation petitions were filed on August 28, 2024, by RJPC Ranch LLC, a Colorado Limited Liability Company. The phase 2 annexation contains 439.33 acres and is located southeast of State Highway 78 and south of the proposed Jackson Ranch Annexation No. 1. The purpose of the annexation is for the development of a mixture of residential development types that includes some complementary retail services. The property is currently identified within the Urban Reserve – Special Development Area and the Rural Ranch future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map.



The applicant is proposing to initially zone approximately 282.33 acres of the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time.

Approximately 109.23 acres are proposed to be zoned into an R-2, Single Family Residential District, 1.77 acres into an R-3, One and Two Family Residential District, and the remaining 46 acres are proposed to be zoned into an A-4, Agricultural District that allows one-family homes.



No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within the approximately 439.33 acres until after the Property is zoned in the land use classification most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan, and the property is subdivided in accordance with Title XII, Chapter 4 of the Pueblo Municipal Code of Ordinances or as same may hereby be amended. The proposed development of the property must at minimum meet the criteria included in the Major Project Annexation Criteria described in the 2022 Pueblo Regional Comprehensive Plan, as amended.

ANALYSIS:

The proposed Jackson Ranch Annexation No. 2 conforms with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	Pueblo County Large Agricultural (A-1)
Existing Land Use	One residence, remainder is Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	Pueblo County - A-1, Large Agricultural; one residence with remainder currently undeveloped
East	Pueblo County - A-1, Large Agricultural; Currently undeveloped, City of Pueblo, S-1 containing a transmission tower
South	Pueblo County - A-1, Large Agricultural; Currently undeveloped
West	Pueblo County - A-1, Large Agricultural; two residences, one on each side of SH78 with remainder currently undeveloped

Current Land Use According to Comprehensive Plan:

The Pueblo Regional Comprehensive Plan, 2022, designates the proposed annexation property as Urban Reserve – Special Development Area (95 acres) and Rural Ranch (344 acres). These areas are adjacent to the proposed Jackson Ranch Annexation No. 1 property that is located within the City of Pueblo 3-Mile Annexation Boundary area. These areas are potentially serviceable areas and may be suitable for future annexation, subject to the evaluation criteria for major projects and the applicable requirements of the City's Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment.

The Major Project Annexation Criteria, along with the Pueblo Regional Comprehensive Plan Goals for a proposed development must at a minimum meet the following criteria to be considered for annexation:

1. Should be consistent and promote the development goals provided in the Regional Comprehensive Plan.
   Staff findings: The Regional Comprehensive Plan designates the proposed annexation area to be within both an Urban Reserve – Special Development Area (95 acres) and a Rural Ranch Area (344 acres). An amendment to the Regional Comprehensive Plan Future Land Use Map should be approved by City Council prior to the approval of

rezoning and subdivision of the property. The property shall be zoned into the zone district most nearly corresponding to the land use classification into which such land has been classified under the City's comprehensive plan.

2. Must provide and/or fund all needed extension and expansion of water and sewer mains needed to serve the project.
   Staff findings: The proposed annexation agreement requires the petitioner to prepare a Sanitary Sewer Plan certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. Associated impacts on the City's existing sanitary sewer system and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the petitioner.

3. Must fund any needed expansions to water or sewer service capacity needed to support the project including the dedication or purchase of water rights, contributions for expansion of sewer treatment capacity, or provision of private treatment of wastewater to reduce impact on treatment capacity for the City.
   Staff findings: The petitioner shall construct and install, at petitioner's sole expense, additional sewer lines, mains, pump stations, and/or upgrades to pump stations in order to provide sanitary sewer service to the property. The size, location and capacity of such sewer lines, mains, and pump stations will be determined by the Director of Wastewater, based upon the Sanitary Sewer Design Criteria and Policies for the City of Pueblo published November 11, 2024, or as same may be hereafter amended. Such additional sewer lines, mains, pump stations shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

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

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

All such improvements shall meet and comply with applicable City Ordinances in effect at the time of installation of such improvements. The Petitioner is also required to pay a Public Safety Impact Fee based on the square foot of floor space for each residential, commercial, and industrial building.

Annexation Agreement Related to Zoning and Secondary Access:
According to the agreement, the applicant is proposing to initially zone approximately 282.33 acres of the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time.

Approximately 109.23 acres are proposed to be zoned into an R-2, Single Family Residential District, 1.77 acres into an R-3, One and Two Family Residential District, and the remaining 46 acres are proposed to be zoned into an A-4, Agricultural District that allows one-family homes.

The annexation agreement also states that the petitioner shall provide secondary access to the property in accordance with the 2015 International Fire Code. The secondary access will most likely be provided by the planned extension of Lake Avenue and/or Bridle Trail. The developer/petitioner is eligible for cost recovery for the construction of secondary access. The City reserves the right to not approve subsequent subdivisions or approve building permits until the secondary access requirement is fulfilled.

Field Observations of Site:

- The proposed annexation area is vacant and undeveloped land, except for one residence located on the property. There is one private access road from State Highway 78 that provides a connection with the residence and other agricultural uses occurring on the property.

Neighborhood Compatibility

- There is one residence located south of State Highway 78, east and north of the proposed annexation property. The remainder of the property is surrounded currently by undeveloped land that is zoned within the Pueblo County - Large Agricultural (A-1) District. The agricultural use on the property is for the grazing of cattle on a limited basis. Non-agricultural uses may not be compatible with the agricultural uses occurring on the property and on surrounding properties.

REFERRAL AGENCIES AND COMMENTS:

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

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

SPECIAL INFORMATION

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

1. **Section 31-12-104 –**That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.

    - Approximately 5,300 feet of the proposed annexation area is contiguous with existing City property of a total perimeter of approximately 31,126 feet, so it meets the one-sixth requirement.

2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.

    - The City of Pueblo adopted the updated "City of Pueblo 3-Mile Annexation Master Plan for the Year 2025" on January 13, 2025. All of the property is within three miles of the existing city limits.

3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres.

    - An Annexation Impact Report for the Jackson Ranch Annexation No. 2 has been provided for the City by the petitioner addressing future land uses, water and sanitary sewer extension, roadway extensions, and impacts to School District 60.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

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

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

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

No later than ninety (90) days after the effective date of the Ordinance annexing the property, Petitioner shall take and perform all actions necessary for the Property to be zoned as follows:

According to the agreement, the applicant is proposing to initially zone approximately 282.33 acres of the property as A-1, Agricultural One, as an interim zoning classification until the time of development. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time.

Approximately 109.23 acres are proposed to be zoned into an R-2, Single Family Residential District, 1.77 acres into an R-3, One and Two Family Residential District, and the remaining 46 acres are proposed to be zoned into an A-4, Agricultural District that allows one-family homes.

The Regional Comprehensive Plan designates the proposed annexation area to be within both an Urban Reserve – Special Development Area (95 acres) and a Rural Ranch Area (344 acres). An amendment to the Regional Comprehensive Plan Future Land Use Map should be approved by City Council prior to the approval of a rezoning and subdivision of the property.

No building permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure until the property on which the building or structure is located is subdivided in accordance with any and all requirements of the Annexation Agreement and Title XII, Chapter 4 of the Pueblo Municipal Code as same may be amended.

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

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

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

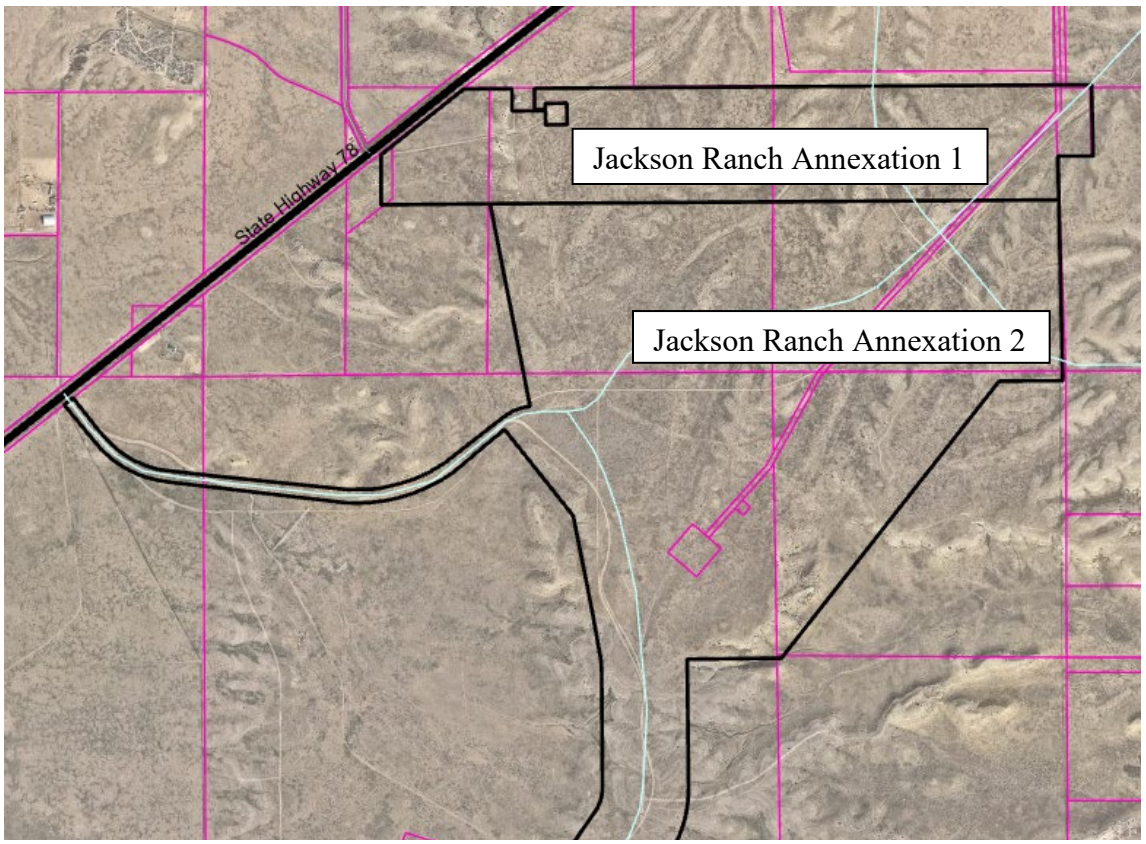
The petitioner will be required to comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED ACTION: If the Planning and Zoning Commission determines that the annexation petition meets the necessary criteria and statutory requirements, a recommendation to City Council for approval of the annexation petition is appropriate.

ATTACHMENTS

A. Aerial Photograph
B. Site Photo
C. Annexation Plat
D. Impact Report – Included in Staff Report A-24-04
E. Draft Annexation Agreement (Applicable to A-24-04 and A-24-05)
Included in Staff Report A-24-04

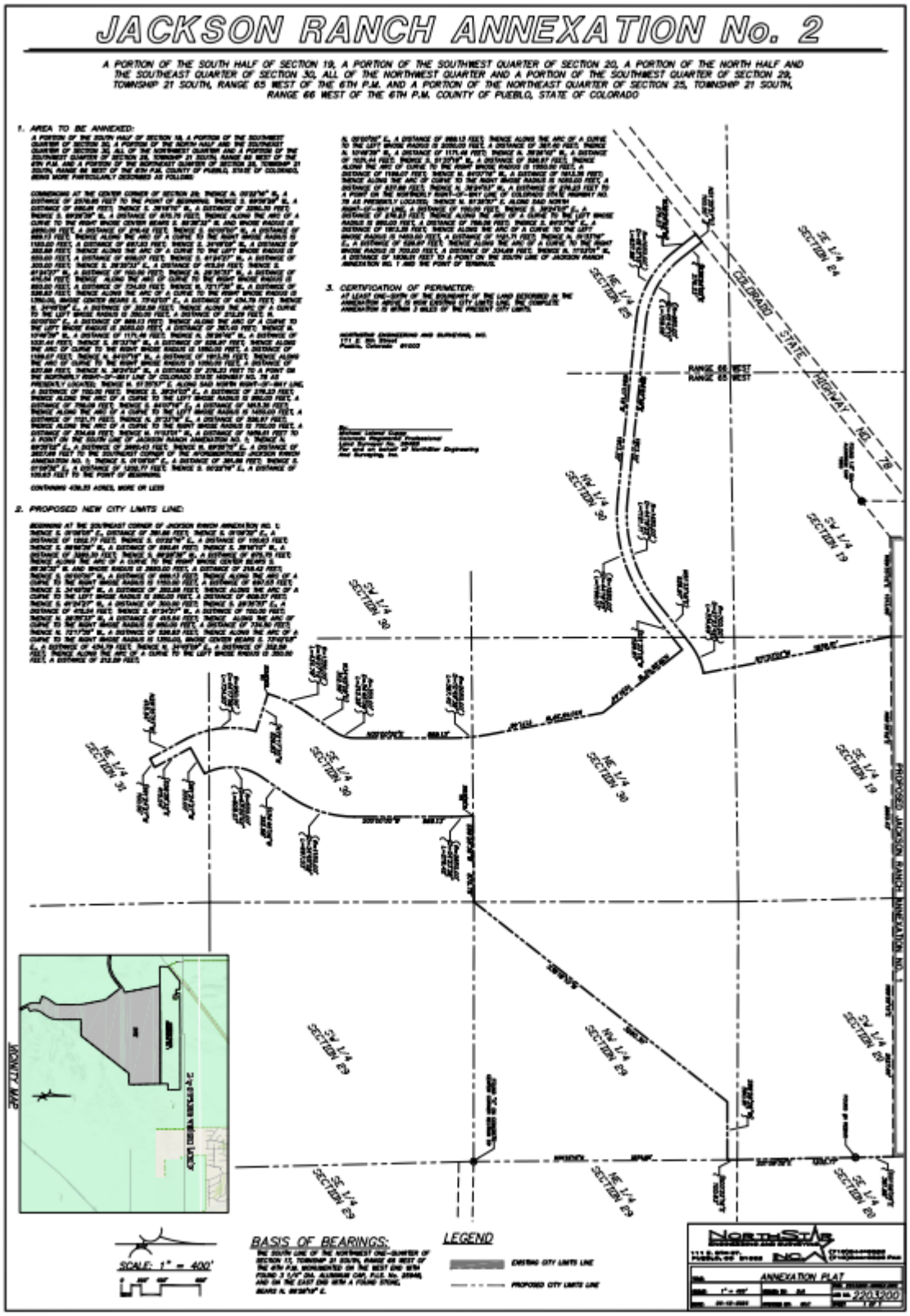
A. Aerial Photograph



B. Site Photo



C. Annexation Plat



D. Impact Report (Applicable to A-24-04 and A-24-05)
See Staff Report for Jackson Ranch Annexation 1

E. Draft Annexation Agreement (Applicable to A-24-04 and A-24-05)
See Staff Report for Jackson Ranch Annexation 1

JACKSON RANCH ANNEXATION No. 2

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO

1. AREA TO BE ANNEXED:

A PORTION OF THE SOUTH HALF OF SECTION 19, A PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, A PORTION OF THE NORTH HALF AND THE SOUTHEAST QUARTER OF SECTION 30, ALL OF THE NORTHWEST QUARTER AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 29, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. AND A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 21 SOUTH, RANGE 66 WEST OF THE 6TH P.M. COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER CORNER OF SECTION 29; THENCE N. 00°22'16" W., A DISTANCE OF 2578.85 FEET TO THE POINT OF BEGINNING; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET; N. 00°00'00" E., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 2050.00 FEET, A DISTANCE OF 387.40 FEET; THENCE N. 10°49'39" W., A DISTANCE OF 1171.46 FEET; THENCE N. 38°26'42" W., A DISTANCE OF 1031.44 FEET; THENCE S. 51°33'18" W., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1550.00 FEET, A DISTANCE OF 1199.07 FEET; THENCE N. 84°07'18" W., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 1050.00 FEET, A DISTANCE OF 837.88 FEET; THENCE N. 38°24'03" W., A DISTANCE OF 422.71 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS PRESENTLY LOCATED; THENCE N. 51°35'57" E. ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 100.00 FEET; THENCE S. 38°24'03" E., A DISTANCE OF 422.71 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 758.08 FEET; THENCE S. 84°07'18" E., A DISTANCE OF 1602.42 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 1450.00 FEET, A DISTANCE OF 1121.71 FEET; THENCE N. 51°33'18" E., A DISTANCE OF 526.97 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 700.00 FEET, A DISTANCE OF 334.69 FEET; THENCE N. 11°03'01" W., A DISTANCE OF 1939.51 FEET TO A POINT ON THE SOUTH LINE OF JACKSON RANCH ANNEXATION NO. 1 AND THE POINT OF TERMINUS.

CONTAINING 439.18 ACRES, MORE OR LESS

2. PROPOSED NEW CITY LIMITS LINE:

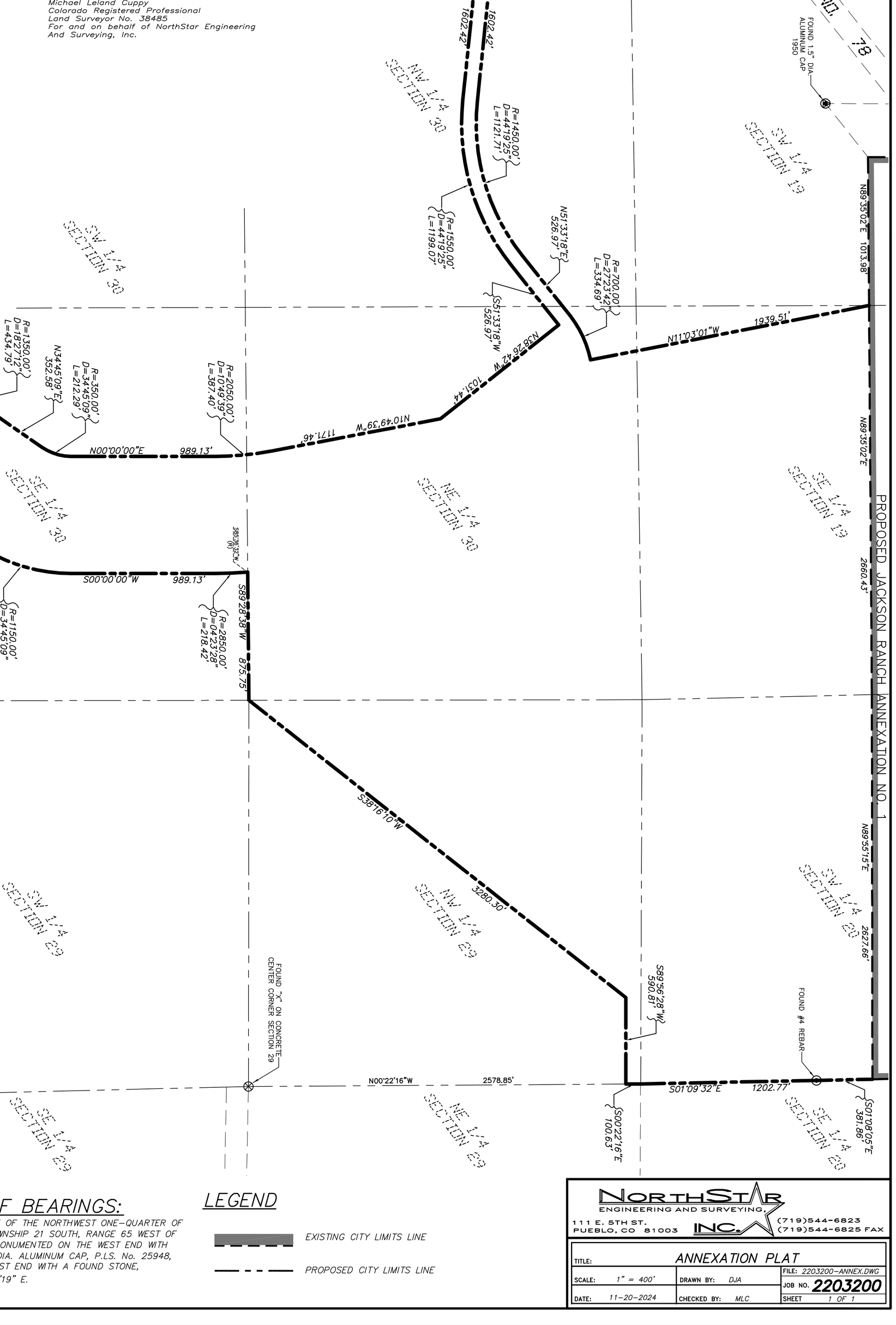
BEGINNING AT THE SOUTHEAST CORNER OF JACKSON RANCH ANNEXATION NO. 1; THENCE S. 01°08'05" E., DISTANCE OF 381.86 FEET; THENCE S. 01°09'32" E., A DISTANCE OF 1202.77 FEET; THENCE S. 00°22'16" E., A DISTANCE OF 100.63 FEET; THENCE S. 89°56'28" W., A DISTANCE OF 590.81 FEET; THENCE S. 38°16'10" W., A DISTANCE OF 3280.30 FEET; THENCE S. 89°28'38" W., A DISTANCE OF 875.75 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE CENTER BEARS S. 85°36'32" W. AND WHOSE RADIUS IS 2850.00 FEET, A DISTANCE OF 218.42 FEET; THENCE S. 00°00'00" W., A DISTANCE OF 989.13 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1150.00 FEET, A DISTANCE OF 697.53 FEET; THENCE S. 34°45'09" W., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 550.00 FEET, A DISTANCE OF 608.07 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 300.00 FEET; THENCE S. 28°35'33" E., A DISTANCE OF 415.54 FEET; THENCE S. 61°24'27" W., A DISTANCE OF 100.00 FEET; THENCE N. 28°35'33" W., A DISTANCE OF 415.54 FEET; THENCE ALONG THE ARC OF CURVE TO THE RIGHT WHOSE RADIUS IS 950.00 FEET, A DISTANCE OF 734.50 FEET; THENCE N. 72°17'35" W., A DISTANCE OF 400.17 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS IS 1350.00, WHOSE CENTER BEARS S. 73°42'03" E., A DISTANCE OF 434.79 FEET; THENCE N. 34°45'09" E., A DISTANCE OF 352.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS IS 350.00 FEET, A DISTANCE OF 212.29 FEET;

3. CERTIFICATION OF PERIMETER:

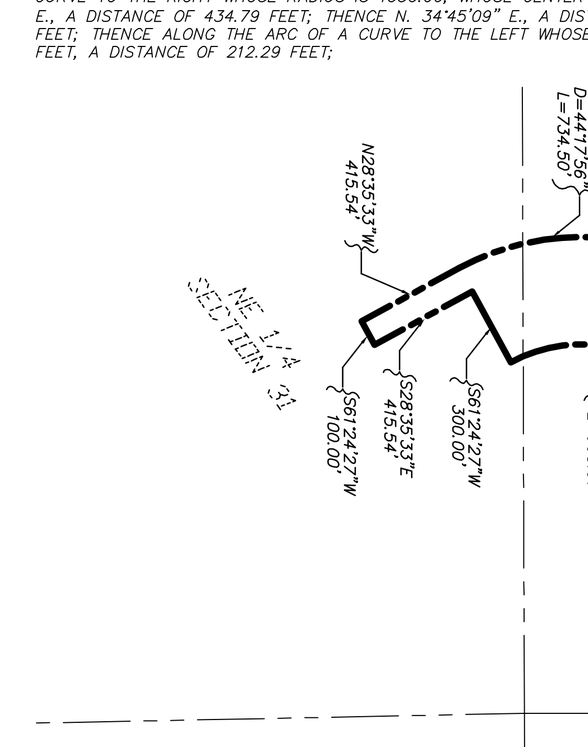
AT LEAST ONE-SIXTH OF THE BOUNDARY OF THE LAND DESCRIBED IN THE ANNEXATION ABOVE IS NOW EXISTING CITY LIMITS LINE. THE COMPLETE ANNEXATION IS WITHIN 3 MILES OF THE PRESENT CITY LIMITS.

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

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



VICINITY MAP



SCALE: 1" = 400'

0 200' 400' 800'

BASIS OF BEARINGS:

THE SOUTH LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M. MONUMENTED ON THE WEST END WITH FOUND 3 1/4" DIA. ALUMINUM CAP, P.L.S. No. 25948, AND ON THE EAST END WITH A FOUND STONE, BEARS N. 89°28'19" E.

LEGEND

EXISTING CITY LIMITS LINE

PROPOSED CITY LIMITS LINE

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE: ANNEXATION PLAT		
SCALE: 1" = 400'	DRAWN BY: DJA	FILE: 2203200-ANNEX.DWG
DATE: 11-20-2024	CHECKED BY: MLC	JOB NO. 2203200
		SHEET 1 OF 1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO THE PUEBLO REGIONAL COMPREHENSIVE PLAN, SEPTEMBER 2022 FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

SUMMARY:

Attached for consideration is the 2025 amendment to the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, a Colorado Municipal Corporation, otherwise known as "Pueblo Regional Comprehensive Plan, September 2022."

PREVIOUS COUNCIL ACTION:

Pueblo's Regional Comprehensive Plan was adopted by the Pueblo City Council August 8, 2022, by Ordinance No. 10247.
Pueblo Recreation Resort Annexation 1, Ordinance 10888
Pueblo Recreation Resort Annexation 2, Ordinance 10889

BACKGROUND:

The subject property was annexed into the City as the Pueblo Recreation Resort Annexation No. 2 in January 2025 following a 5-0 recommendation of approval from the Planning and Zoning Commission in December 2024. The property included in the Pueblo Regional Comprehensive Plan amendment is the 175.914-acres that is the southern portion of the annexation area, that is proposed to be rezoned to R-6, Multiple Residential and Commercial District to facilitate the development of a recreational vehicle (RV) resort, neighborhood-scale commercial, and a residential development intended to support the RV resort.

The applicant is requesting to amend the Pueblo Regional Comprehensive Plan, 2022 future land use designations from Suburban Neighborhood (30.6-acres) and Special Development Area (147-acres) to a Commercial Mixed-Use future land use designation

to facilitate rezoning the site to a R-6 Zone District. The current Comprehensive Plan Suburban Neighborhood future land use designation does not support the proposed development or allowed uses in the R-6 Zone District. Areas designated as Special Development are characterized as potentially serviceable areas that may be suitable for future annexation, subject to evaluation criteria for Major Projects, which include the ability of the petitioner/developer to fund all necessary utility extensions, transportation infrastructure, dedication of land for public services and the ability for the municipality to provide life/safety services.

The Pueblo Regional Comprehensive Plan, 2022, states that "periodic plan amendments and updates will be necessary to keep the Regional Comprehensive Plan relevant as conditions change, new issues and opportunities emerge, actions are completed and priorities shift," (p.14). The applicant attests that this provision in the Comprehensive Plan is applicable to their proposed development plans as it is a new opportunity that has emerged since initial adoption of the plan. In their application materials, the applicant demonstrates that the proposed R-6 rezoning furthers the following specific goals of the Comprehensive Plan: providing for a diversity of lifestyles, creating attainable housing options, providing for higher-density housing to support major commercial areas, promoting tourism, and supporting local events and attractions. The Comprehensive Plan does specifically promote attainable housing options and higher density residential development, as well as preserving existing tourist attractions and expanding opportunities to promote tourism within the city and county.

As noted in the Comprehensive Plan, "Pueblo offers a fantastic climate, a full slate of outdoor activities, and many attractions and events." The plan further states that "unlike other Front Range communities, Pueblo offers easier access to the outdoors, less heavily trafficked trails, a robust agricultural community, and a rich multi-cultural history." These qualities, "offer a solid base from which to grow a tourism economy alongside enhancements to the community quality of life," (p. 260). This specific language from the Comprehensive Plan supports the applicant's development plans. The proposed Commercial Mixed-Use future land use designation allows for large-format retail, personal services, office, entertainment, and higher-density residential uses. According to the Municipal Code, the standards of the R-6 Zone District are designed to retain and provide areas of mixed residence, commercial use, and accommodations for transients. The R-6 Zone District accommodates all proposed land uses within the southern portion of the Recreation Resort annexation area.

The portion of the subject property currently in the Suburban Neighborhood future land use designation is located in the northeast corner of the rezoning site adjacent to Hwy 78. Areas designated as Suburban Neighborhood are generally characterized by neighborhoods developed with single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. Residential density in these neighborhoods that are limited to two to five dwelling units per acre. Supporting land uses consist of single-family attached homes, duplexes, townhomes, and neighborhood-scale commercial. The applicants intend to develop the proposed RV Resort water park in the portion of their property currently designated as Suburban Neighborhood, which does not provide for commercial recreation uses, therefore requiring an amendment to the future land use designation to a Commercial

Mixed-Use designation prior to rezoning to facilitate the RV resort use.

The portion designated Special Development Area is located south of the Suburban Neighborhood future land use area with approximately 922.76 feet of frontage along Hwy 78. According to the Special Development Area characteristics, “future land use categories should be assigned through a Comprehensive Plan amendment at the time of annexation.” Following the provisions of the Comprehensive Plan criteria for Special Development future land use designations, the approved Pueblo Recreation Resort Annexation Agreement, states that “prior to the approval of a zoning map amendment application, the Petitioner shall file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed-Use designation.” Areas designated as Special Development are characterized as potentially serviceable areas that may be suitable for future annexation, subject to evaluation criteria for Major Projects, which include the ability of the
developer to fund all necessary utility extension, transportation infrastructure, dedication of land for public services and the ability for the municipality to provide life/safety services. City staff has determined that the proposed project meets the evaluation criteria for a Major Project, and thus constitutes the proposed amendment to the Comprehensive Plan.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 14, 2025, Regular Meeting, voted 4-3 to recommend approval. Castellucci, Avalos and Aznar dissenting.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be rezoned.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CP-25-01 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO THE PUEBLO REGIONAL COMPREHENSIVE PLAN, SEPTEMBER 2022 FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

WHEREAS, the City Planning and Zoning Commission is authorized to prepare and submit to the City Council for its approval a 2025 Amendment to the Pueblo Regional Comprehensive Plan for the physical development of the City; and,

WHEREAS, the City Planning and Zoning Commission, after a public hearing thereon conducted after due publication, has approved said amendment and submitted same to City Council for its approval. NOW THEREFORE,

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

SECTION 1.

The 2025 Amendment to the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, heretofore approved by the City Planning and Zoning Commission and submitted to the City Council for approval, copies of which are attached hereto, is hereby approved and adopted as the Master Plan for the Physical Development of the City with the changes thereto recommended by the City Planning and Zoning Commission.

SECTION 2.

The 2025 Amendment to the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, does not repeal or rescind, the Pueblo Regional Comprehensive Plan for the Physical Development of Pueblo, a Colorado Municipal Corporation, adopted by the Pueblo City Council August 8, 2022, by Ordinance No. 10247. The physical development of the City after the effective date of this Ordinance shall be in conformity with the 2025 Amendment to the Pueblo Regional Comprehensive Plan-2022, hereby adopted, except insofar as any such physical development has been heretofore approved by Ordinance of the City Council.

SECTION 3.

This Ordinance shall become effective 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 _____

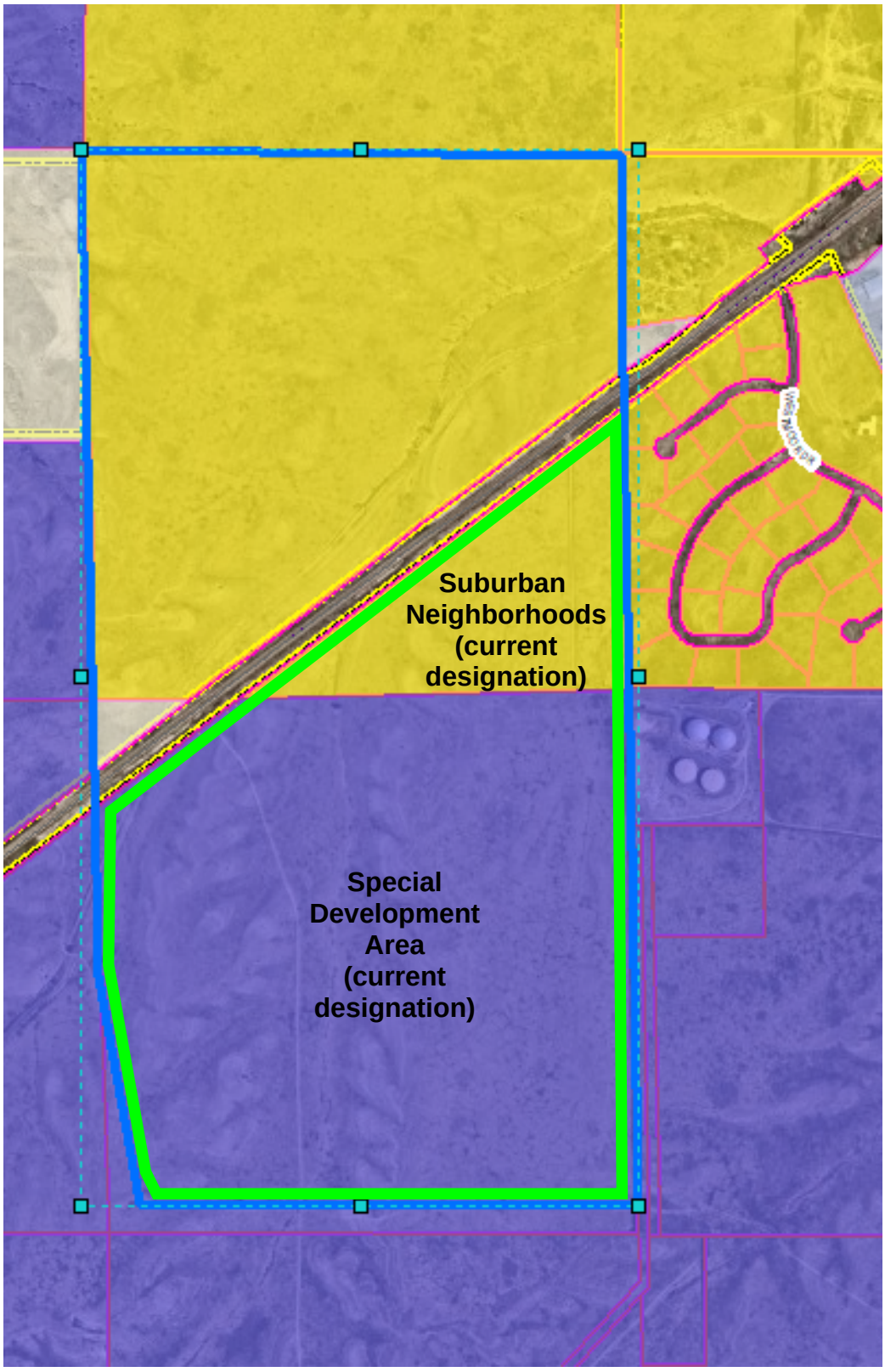
☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Future Land Use Designations and Proposed Amendment Area



Existing property ownership boundary (North and South of Highway 78)

Proposed Area of Comprehensive Plan Amendment to change the Future Land Use to Commercial Mixed Use (CMU) (only portion of property ownership South of Highway 78)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, May 14th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

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

Commissioners Absent: None

Staff Members Present*:* Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

6. CP-25-01 **Amend the Pueblo Regional Comp 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. ***Continued from April 9, 2025***

Hearing: Applicants Heath Herber and Craig Dossey were sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the comprehensive plan amendment application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 4-3 (Castellucci, Avalos, and Aznar dissenting)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

CP-25-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	May 14, 2025
SUBJECT:	Amendment of the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Designation for the 175.914 acres of the Recreation Resort Annexation area located south of Hwy 78, changing the future land use designation from Suburban Neighborhood and Special Development Area to Commercial Mixed Use. The amendment is intended to facilitate the development of a RV Resort, residential, and commercial development.
APPLICANT:	Heath Herber, Pueblo Recreation Investors LLC
PROPERTY OWNER:	Heath Herber, Pueblo Recreation Investors LLC
LOCATION:	Generally located south of Hwy and a half mile west of El Camino Estates, Filing 8 Subdivision
CONCURRENT REQUESTS:	Z-25-06, Rezone from Pueblo County A-3, to City of Pueblo R-6, Multiple Residential and Commercial Zone District, and A-1, Agricultural One Zone District.

Background and Analysis:

The subject property, 175.914 acres, was annexed into the City as the Pueblo Recreation Resort Annexation No. 2 in January 2025 following a 5-0 recommendation of approval from the Planning and Zoning Commission in December 2024. The southern portion of the annexation area, 175.914 acres, is proposed to be rezoned to R-6, Multiple Residential and Commercial District to facilitate the development of a recreational vehicle (RV) resort, neighborhood-scale commercial, and a residential development intended to support the RV resort.

The applicant is requesting to amend the Pueblo Regional Comprehensive Plan, 2022 future land use designations from Suburban Neighborhood and Special Development to a Commercial Mixed-Use future land use designation to facilitate rezoning the site to a R-6 Zone District. The current Comprehensive Plan future land use designations do not support the proposed development or allowed uses in the R-6 Zone District, however, the Pueblo Regional Comprehensive Plan, 2022, states that "periodic plan amendments and updates will be necessary to keep the Regional Comprehensive Plan relevant as conditions change, new issues and opportunities emerge, actions are completed and priorities shift," (p.14). The applicant attests that this provision in the Comprehensive Plan is applicable to their proposed development plans as it is a new opportunity that has emerged since initial adoption of the plan.

In their application materials, the applicant demonstrates that the proposed R-6 rezoning furthers the following specific goals of the Comprehensive Plan: providing for a diversity of lifestyles, creating attainable housing options, providing for higher-density housing to support major commercial areas, promoting tourism, and supporting local events and attractions. Staff concurs that the Comprehensive Plan does specifically promote attainable housing options and higher density residential development, as well as preserving existing tourist attractions and expanding opportunities to promote tourism within the city and county. As noted in the Comprehensive Plan, "Pueblo offers a fantastic climate, a full slate of outdoor activities, and many attractions and events." The plan further states that "unlike other Front Range communities, Pueblo offers easier access to the outdoors, less heavily trafficked trails, a robust agricultural community, and a rich multi-cultural history." These qualities, "offer a solid base from which to grow a tourism economy alongside enhancements to the community quality of life," (p. 260). This specific language from the Comprehensive Plan supports the applicant's development plans.

The proposed Commercial Mixed-Use future land use designation allows for large-format retail, personal services, office, entertainment, and higher-density residential uses. According to the Municipal Code, the standards of the R-6 Zone District are designed to retain and provide areas of mixed residence, commercial use, and accommodations for transients. The R-6 Zone District accommodates all proposed land uses within the southern portion of the Recreation Resort annexation area. Thus, it is the opinion of staff that the request for a land use designation amendment is appropriate to address development opportunities along the Hwy 78 corridor.

Future Land Use Categories and the Pueblo Recreation Resort Annexation Agreement:
The portion of the subject property designated Suburban Neighborhood future land use designation is approximately 30.6 acres and is located in the northeast corner of the rezoning site adjacent to Hwy 78. The portion designated Special Development Area is approximately 147 acres and is located south of the Suburban Neighborhood future land use area with approximately 922.76 feet of frontage along Hwy 78.

Areas designated as Suburban Neighborhood are generally characterized by neighborhoods developed with single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. Residential density in these neighborhoods that are limited to two to five dwelling units per acre. Supporting land uses consist of single-family attached homes, duplexes, townhomes, and neighborhood-scale commercial. The applicants intend to develop the proposed RV Resort water park in the portion of their property currently designated as Suburban Neighborhood, which does not provide for commercial recreation uses, therefore requiring an amendment to the future land use designation to a Commercial Mixed-Use designation prior to rezoning to facilitate the RV resort use.

According to the Special Development Area characteristics, "future land use categories should be assigned through a Comprehensive Plan amendment at the time of annexation." Following the provisions of the Comprehensive Plan criteria for Special Development future land use designations, the approved Pueblo Recreation Resort Annexation Agreement, states that "prior to the approval of a zoning map amendment application, the Petitioner shall file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed-Use designation." Areas designated as Special Development are characterized as potentially serviceable areas that may be suitable for future annexation, subject to evaluation criteria for Major Projects, which include the ability of the petitioner/developer to fund all necessary utility extension, transportation infrastructure, dedication of land for public services and the ability for the municipality to provide life/safety services. City staff has determined that the proposed project meets the evaluation criteria for a Major Project, and thus constitutes the proposed amendment to the Comprehensive Plan.

NEIGHBORHOOD COMPATIBILITY:

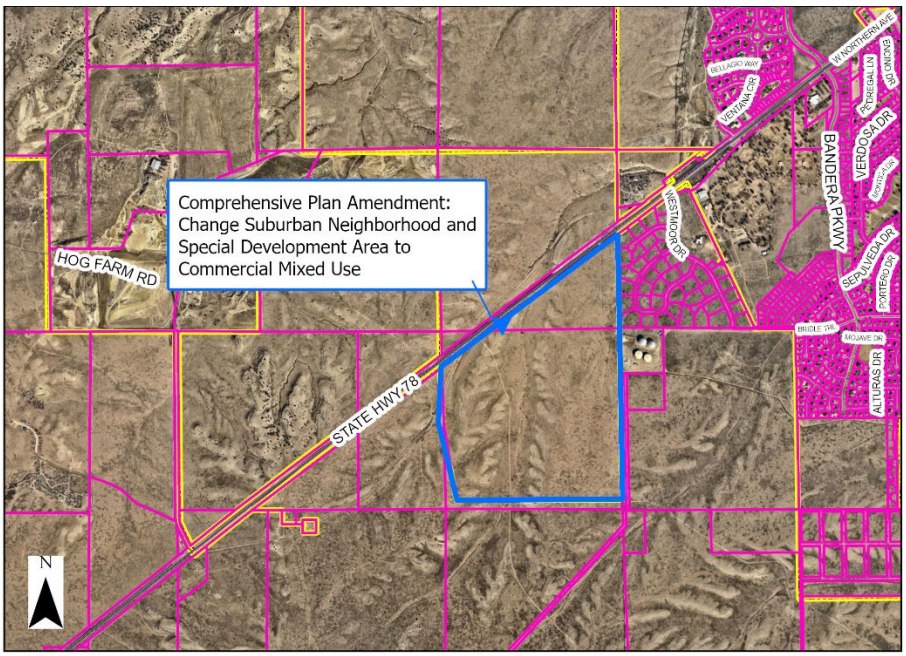
- North: Pueblo County A-3, undeveloped
- East: Pueblo County A-3, undeveloped
- South: Pueblo County A-1, undeveloped
- West: Pueblo County A-1, undeveloped

RECOMMENDED ACTION:

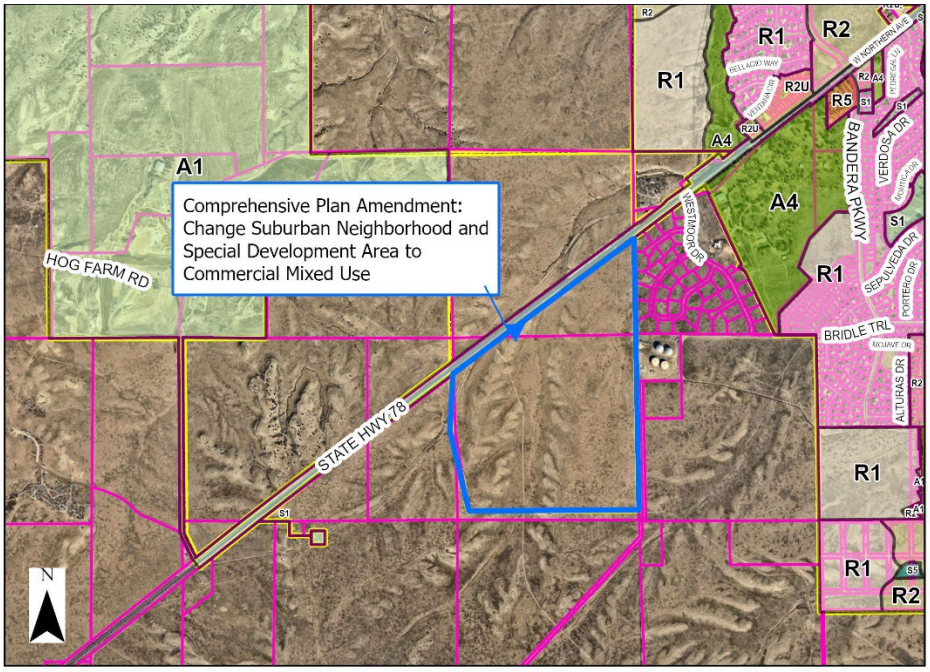
If the Planning Commission finds the proposed Pueblo Regional Comprehensive Plan amendment is necessary to keep the plan relevant and to take advantage of emerging opportunities and is compliant with the approved Pueblo Recreation Resort Annexation Agreement, a recommendation to City Council adopting the amendment by Ordinance is appropriate.

ATTACHMENTS:

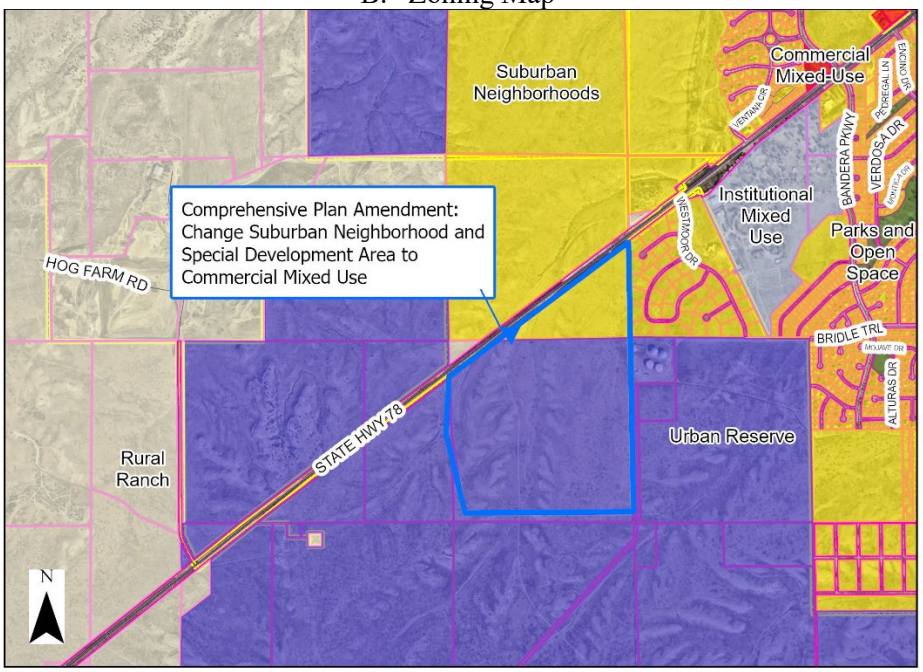
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Comprehensive Plan Amendment Exhibit
E. Pueblo Recreation Resort Project Description
F. Zoning Section of Annexation Agreement
G. Comprehensive Plan Amendments and Special Development Area



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map

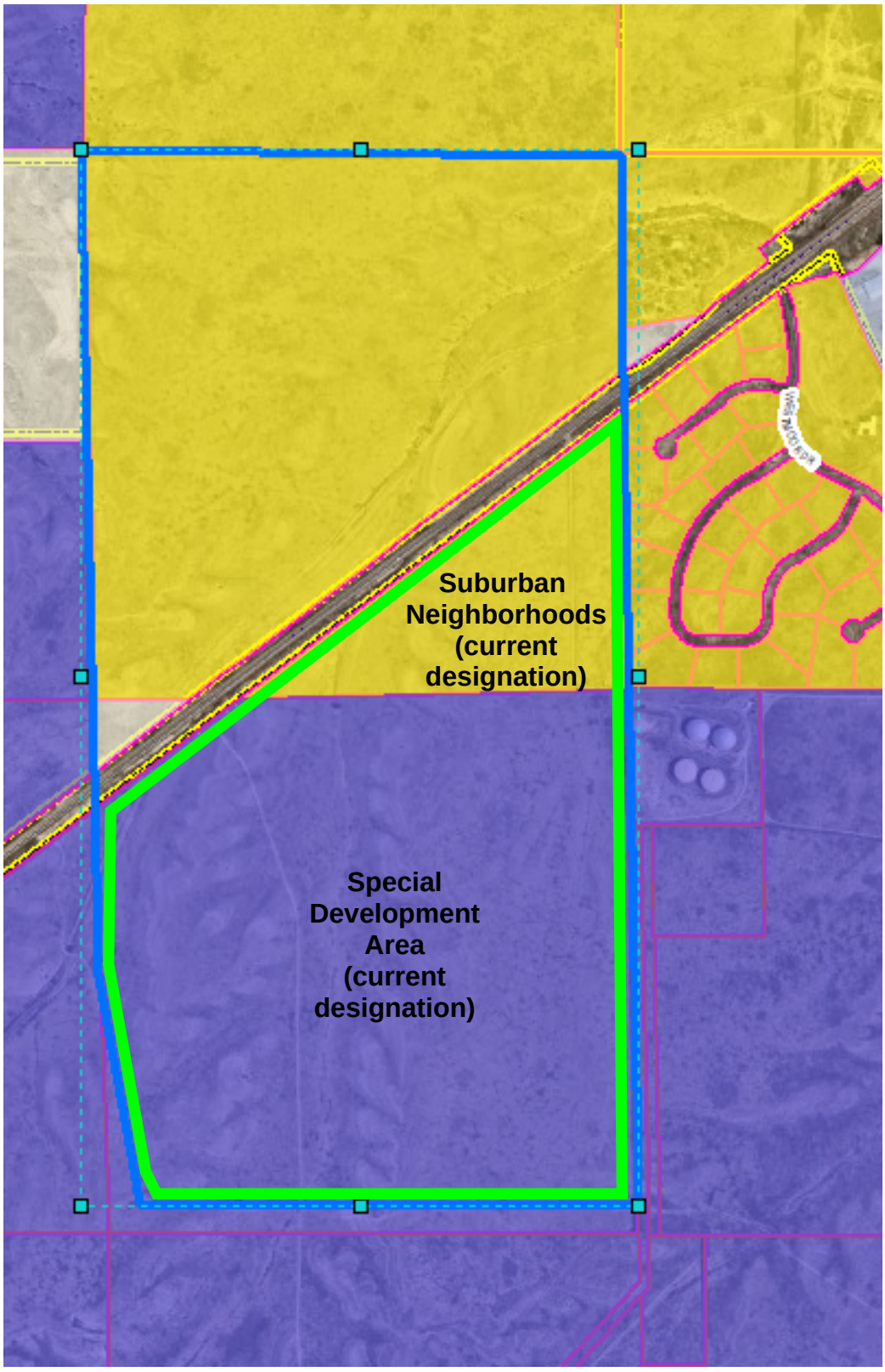


D. Public Notice



D. Comprehensive Plan Amendment Area looking south from Hwy 78

Future Land Use Designations and Proposed Amendment Area



Existing property ownership boundary (North and South of Highway 78)

Proposed Area of Comprehensive Plan Amendment to change the Future Land Use to Commercial Mixed Use (CMU) (only portion of property ownership South of Highway 78)

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: Heath Herber		Name: Heath Herber	
Company Pueblo Recreation Investors, LLC		Company: Pueblo Recreation Investors, LLC	
Address: 31. N. Tejon St. Colo. Springs	Zip: 80903	Address: 31. N. Tejon St. Colo. Springs	Zip: 80903
Phone: (719) 331-0083		Phone: (719) 331-0083	
Email: hherber@wheatlandscapital.com		Email: hherber@wheatlandscapital.com	
Engineer		**Surveyor**	
Name:		Name: Edward Fisher	
Company:		Company: Edward-James Surveying, Inc.	
Address:	Zip:	Address: 4732 Eagleridge Cir. Pueblo, CO	Zip: 81008
Phone: ( )		Phone: (719) 240-1003	
Email:		Email: edwardf@ejsurveying.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: Along the south side of Highway 78 between Ventana Way and Hog Farm Road
(address or general description)

Parcel No(s): 152000031 and 1517000020

Existing Zone: Pueblo County A-3 | Proposed Zone (if applicable): City of Pueblo R-6

PUD Name (if applicable):

Project Scope

Project Name: Pueblo Recreation Resort

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: Comprehensive Plan Amendment for Commercial Mixed Use Designation

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Requst for approval of a Comprehensive Plan Amendment for 175.914 acres located at the southeast corner of the planned Highway 78 and Lake Avenue intersection to change the Future Land Use Designation to Commercial Mixed Use (CMU)

What is the total acreage included in the project? 175.914 acres

What is the proposed use of the property?

☒ Commercial ☒ Multi-family ☒ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☒ Yes ☐ No

If yes, please list: Recently approved Pueblo Recreation Annexations 1 and 2. Recently submitted R-6 rezoning application, and recently submitted Overall Development Plan application.

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☐ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☐ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☐ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner		
Print Name:		
Signature:		Date:
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)		
Application checked for completeness by:	Date:	Fee Paid:

Vertex Consulting Services, LLC
5825 Delmonico Drive, Suite 320
Colorado Springs, CO 80919

Pueblo Recreation Resort

R-6 and A-1 Rezoning Application

City of Pueblo, Colorado

Project Description

February 5, 2025

Pueblo Recreation Investors, LLC
31 N. Tejon Street, Suite 500
Colorado Springs, CO 80903

OWNER: Pueblo Recreation Investors, LLC
31 N. Tejon Street, Suite 500
Colorado Springs, CO 80903

PLANNER: Vertex Consulting Services, LLC
5825 Delmonico Drive, Suite 320
Colorado Springs, CO 80919
303-906-8800
craig.dossey@vertexcos.com

PROPERTY LOCATION: On the north and south side of Highway 78, between Hog Farm Road and Ventana Way

TAX SCHEDULE NOS: 1520000031 and 1517000020

Project Description

The approximately 299.512-acre property was recently approved for annexation into the City of Pueblo via the Pueblo Recreation Resort Annexation Nos. 1 and 2. Pursuant to the associated annexation agreement, the owner is requesting rezoning of all portions of the annexed area south of Highway 78 from Pueblo County A-3 zoning to the City of Pueblo R-6 zoning to allow for urban level development of the property. In addition, the owner is requesting rezoning of all portions of the annexed area north of Highway 78 from Pueblo County A-3 zoning to the City of Pueblo A-1 zoning as a holding zone. The proposed development south of Highway 78 in the R-6 zoning district is planned to include a recreational vehicle park along the eastern portion of the area to be zoned R-6, which would also be located east of the future extension of Lake Avenue, residential development at the southwest portion of the property, and a small component of commercial development at the far northwest portion of the property closest to the future Lake Avenue and Highway 78 intersection. No development is planned at this time for the portion of the property north of Highway 78 within the requested A-1 zoning district. The applicant acknowledges that this portion will need to be rezoned prior to allowing for future development as required in the associated annexation agreement.

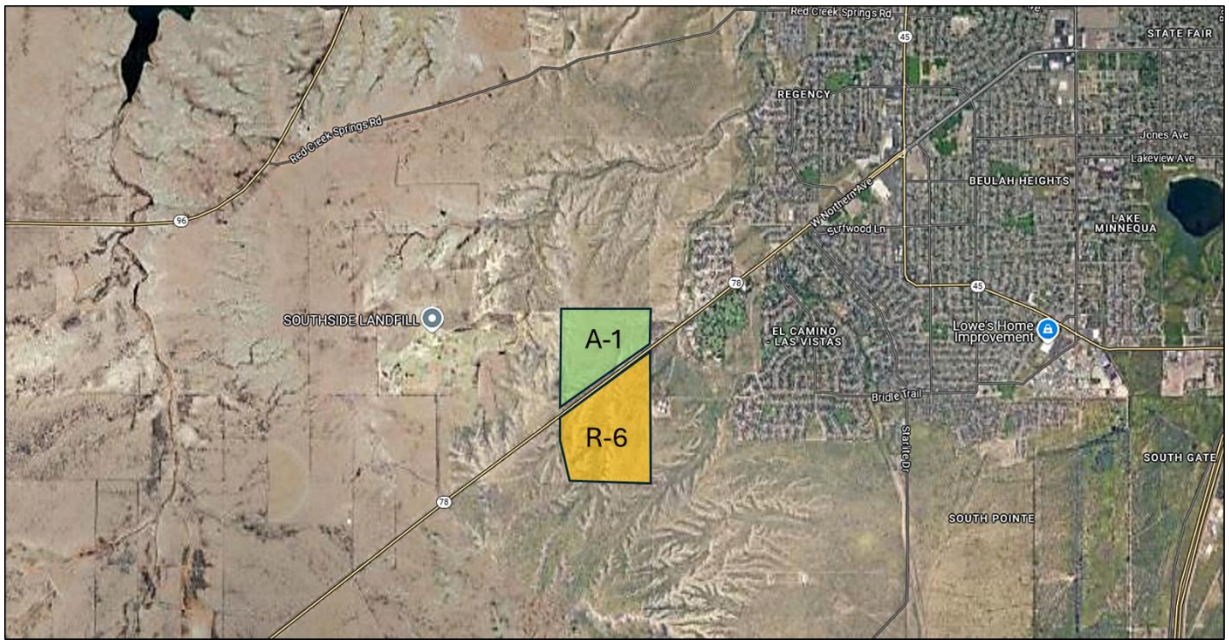
Concurrent Applications

The applicant is also proposing an amendment to the 2022 Pueblo Regional Comprehensive Plan to amend the Future Land Use designation for the property from Suburban Neighborhood (SN) and Special Development Area (SDA) to Commercial Mixed-Use (CMU). In addition to the Comprehensive Plan amendment application, the applicant

is also submitting a application for approval of an Overall Development Plan (ODP), pursuant to the requirements of the associated annexation agreement. The ODP addresses development of the property, proposed land uses, drainage (via the associated drainage report), utilities, and traffic (via the associated traffic impact study).
Ingress and egress to the overall development will primarily be via a planned extension of Lake Avenue extending south from Colorado Highway 78. The planned Lake Avenue and Highway 78 intersection will require permitting by the Colorado Department of Transportation (CDOT) since Highway 78 is a CDOT controlled right-of-way.

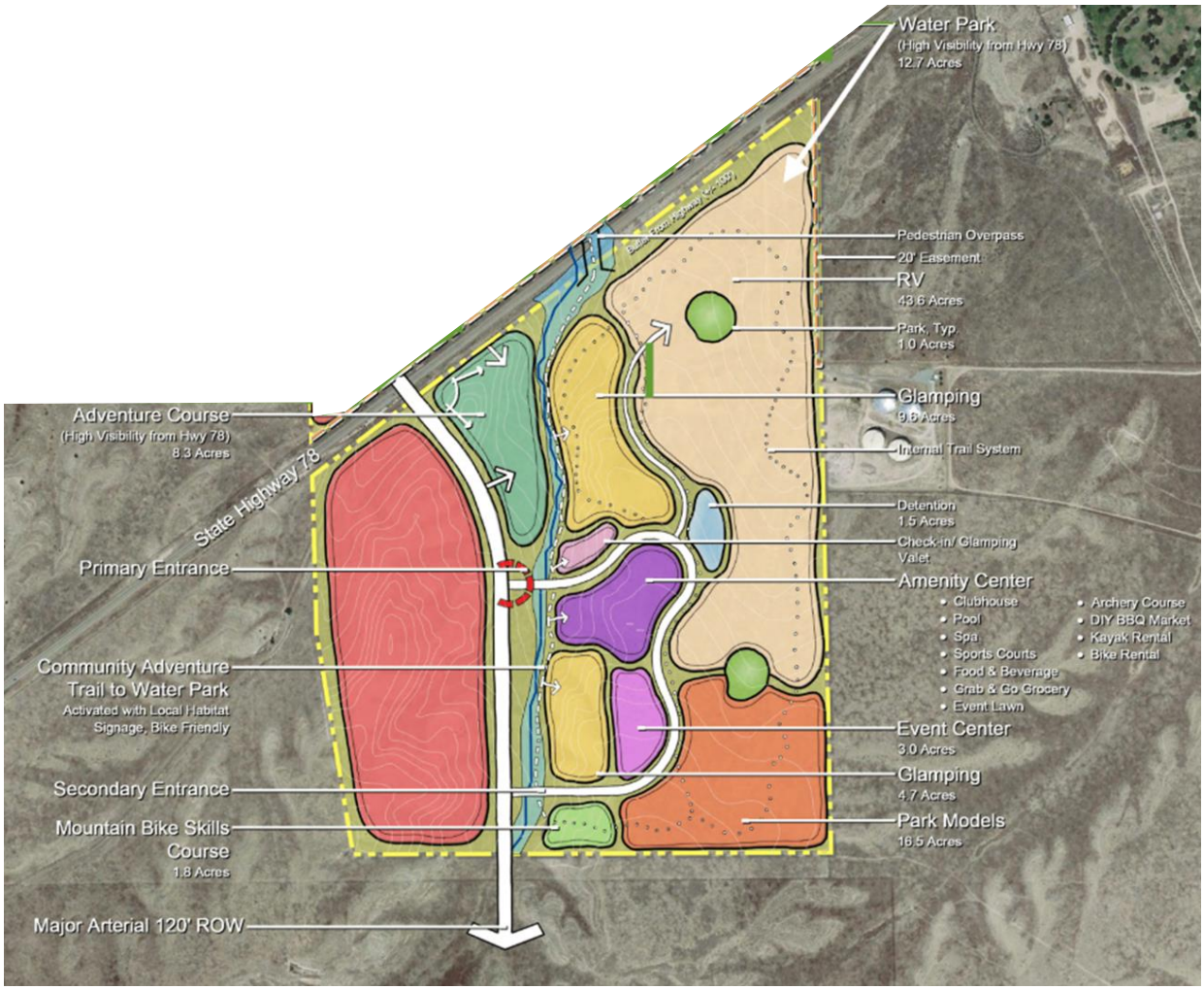
Vicinity Map

Please see below for the project vicinity map.



Conceptual Recreational Vehicle (RV) Resort Site Plan

As stated above, there is no plan for development in the area located north of Highway 78 in the proposed A-1 zoning district. Initial development of the overall property is planned to occur south of Highway 78 in the proposed R-6 zoning district along the eastern portion of the property. This area is proposed to be developed as a recreational vehicle resort. Below is a conceptual plan of the proposed RV resort. Final layout and design of the overall resort portion of the property will occur at the development plan stage of the overall land use and entitlements process.



Compatibility and Justification for Rezoning

The land surrounding the proposed R-6 and A-1 zoned areas is generally vacant and rural/agricultural in nature. South and west of the property is vacant unincorporated land zoned by Pueblo County as Agricultural One (A-1). West of the proposed City of Pueblo A-1 zoning area is the Waste Connections landfill, which is also currently zoned City of Pueblo A-1. To the east is the Pueblo Board of Water Works tank site and 1+ acre lots platted but not yet developed in the Westmoor Subdivision. There is another parcel located immediate adjacent to the east, at the southernmost end of the proposed R-6 zoning area, which is a vacant strip of land owned by the City of Pueblo.

Due to the minimal amount of developed land immediately adjacent to the proposed R-6 zoning area, the proposed RV resort, commercial, and residential development would not be incompatible with any existing adjacent land uses. In addition, the City of Pueblo has planned for the extension of Lake Avenue, a major arterial roadway, to bisect the subject property from north to south thereby creating a significant intersection with Highway 78.

A mixture of land uses, including both non-residential and residential land uses, are commonly expected at or near major intersections like the one planned at Lake Avenue and Highway 78. Generally, commercial businesses prefer to locate near these types of intersections in order to attract and cater to commuters and passersby and to minimize the impact of lower density residential neighborhoods which traditionally located away from such intersections.

The concurrently submitted comprehensive plan amendment to amend the Future Land Use designations of the property to the Commercial Mixed-Use (CMU) designation also supports the proposed rezoning requests. This designation includes retail, personal services, offices, and entertainment as primary land uses and also includes multi-family residential and other supporting services as "supporting land uses". More specifically, the designation states:

> "Concentrated nodes of higher-intensity development are encouraged at major intersections, near existing or planned transit stations, or in other locations suitable for more intensive uses."

As mentioned above, the planned intersection of Highway 78 and Lake Avenue will be a major intersection in this area of Pueblo, creating new opportunities for well-planned growth, which would be directly consistent with the City's policy of having a "concentrated" node of "higher-intensity development" near such intersections. By locating non-residential and higher density residential land uses near major intersections, particularly those that include CDOT right-of-way, the City is able minimize traffic-related impacts on roads having a lower classification while allowing for greater traffic volume on roadways that are specifically designed to carry more traffic.

The proposed rezoning requests are also consistent with the concurrently submitted overall development plan, which provides for an overall land use plan for the property that can be implemented with approval of the proposed zoning. The proposed overall development plan only includes the portion of the property south of Highway 78, which is proposed to be zoned R-6. The applicant recognizes that either a separate overall development plan or an amendment to the concurrently proposed development plan will be required prior to developing the portion of the property north of Highway 78.

Traffic Impacts

A traffic impact study was performed in association with the preceding annexation of the property. That study has been submitted in support of this proposed rezoning request.

Wastewater

A sanitary sewer impact report was provide in support of the associated annexation of the property. That report has been submitted with this proposed rezoning request.

Compliance with 2022 Pueblo Regional Development Plan

The 2022 Pueblo Regional Development Plan includes a number of goals and policies in support of the proposed rezoning request. Below is an analysis of a small selection of those goals and policies that appear to be particularly pertinent to the request.

Lifestyle and Housing

Guiding Principle 1 of the 2022 Pueblo Regional Development Plan states:

"Diversify Lifestyles, Attainable Housing Options"

A combination of the proposed RV resort and the planned residential development immediately to the west within the overall development has the potential to create a very unique lifestyle option for current and future residents of the City of Pueblo. The intent is to create more attainable housing options for existing and future residents, but to take it a step further and plan for a housing product that would directly support the RV resort. There are several examples of this type of residential housing in which the occupant of the residence is typically a part of the "RV culture" and would like to have a "home base" where they live at various times when they are not on the road with their RV and where they can safety and affordable store or readily access their RV. Many of these "RVers" have extended relationships with other RVers that could ultimately become seasonal, mid-term, or even short-term occupants of the RV resort when they visit their RVer friends who would conveniently live in a dwelling within the same overall development. There is nowhere else in the City of Pueblo, and probably nowhere else in Colorado, where this type of housing and lifestyle are available.

Higher-Density Housing to Support Major Commercial Areas

Policy 1.1.7: Higher-Density Housing further supports the proposed rezoning requests by stating that the region should "Encourage the development of higher-density housing options…along major corridors to create additional vitality and economic activity with major commercial areas..." Highway 78 is already a major corridor in the region and the long-range transportation plans for the City and County call for Lake Avenue to be a de facto ring road in the region. The proposed rezoning request would allow for future development of higher-density housing near existing commercial nodes in the City of

Pueblo, specifically at the intersection of Pueblo Boulevard and Northern Avenue.

Tourism and Supporting Local Events and Attractions

Goal 4.4 of the Comprehensive Plan calls for the City and the County to "Establish Pueblo County as a tourist destination." In particular, Policy 4.4.4 under Goal 4.4 overwhelmingly supports the proposed rezoning. It states:

> "Expand efforts to host events and attractions that bring visitors to Pueblo County… Continue working…to make the community an attractive destination for tourists from outside the state and around Colorado."

Zoning and development of an RV resort featuring a variety of planned amenities is directly in line with this goal and policy. RV resorts of the size being proposed will draw tourist to the Pueblo area from all over the state and from all over the country, which in turn will result in significant revenue to the region and while also having the ancillary effect of supporting so many of the existing events and festivals already being held in the community by bringing new attendees into the community.

(6) There is no litigation pending, or to the knowledge of Petitioner threatened, against the Petitioner or any person affecting the right of the Petitioner to execute and comply with this Annexation Agreement.

(7) The representations and warranties of Petitioner contained herein will be true and correct in all material respects as of the date of recording the annexation plat and Ordinance of the City Council approving the annexation of the Property.

II. OVERALL DEVELOPMENT PLAN

(1) When a tract of land proposed for subdivision constitutes a part of a larger tract of land owned or controlled by the subdivider, whose intention is to subdivide the remaining part or parts of the larger tract at some future date, an Overall Development Plan shall be prepared and submitted by the subdivider and approved by the Planning Commission prior to preparation and submission of the subdivision plat of the tract proposed for initial subdivision.

(2) An Overall Development Plan shall be prepared in accordance with the requirements of regulations contained in Section 12-4-5(a) of the Pueblo Municipal Code, as may be hereafter amended, and the Overall Development Plan shall be adopted by the Planning and Zoning Commission. The Overall Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and submitted in its entirety to the Planning and Zoning Commission. The Overall Development Plan shall comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Overall Development Plan is approved. The Overall Development Plan as submitted and approved by the Planning and Zoning Commission shall have the flexibility to adapt to changing conditions over the estimated time period for the development of the land within the Overall Development Plan and shall consist of the following prepared in accordance and in compliance with standards, criteria and policies adopted by the City Council by resolution: development plan, land use including open space and park plans; drainage plan; sanitary sewer plan; transportation plan; and appropriate environmental studies.

(3) Petitioner may submit the Overall Development Plan to the Planning and Zoning Commission for approval any time after the City Council has found the petition for annexation of the Property to be valid in accordance with the provisions of §31-12-107, C.R.S. The City may refuse to approve any building or occupancy permit for any portion or all of the Property until after a Overall Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) The Property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories as shown on the attached Future Land Use Map, Exhibit C-1 include Suburban Residential, Rural Ranch, and Special Development Area. Prior to the approval of a zoning map amendment application, the Petitioner shall file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use

designation.

(2) A zoning map amendment application may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance approving the annexation of the Property, and the final approval of an ordinance amending to the Pueblo Regional Comprehensive Plan's Future Land Use Map.

(3) No rights shall exist in Petitioner nor with respect to the Property arising from any preexisting subdivision or use at the time of annexation. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation. No application for subdivision of all or any part of the Property shall be submitted to or considered by the City until after the Overall Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Overall Development Plan is submitted to the Planning and Zoning Commission.

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

(5) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall cause the portion of the Property south of State Highway 78 containing approximately 175 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned into a R-6 Multiple-Residential and Commercial District which constitutes the zone district most nearly corresponding to the land use classification into which the Property has been classified or may in the reasonable future be classified under the City's comprehensive plan. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

(6) The zoning provisions of this Article III relate to the initial zoning of the Property after annexation. Such zoning is not guaranteed, and the City Council of Pueblo retains its full discretion with respect to such zoning. Nothing contained in this Article III shall be construed to limit the power of the City Council of Pueblo to rezone the Property or any part thereof after approval of the initial zoning of the Property after annexation.

AMENDING AND UPDATING THE PLAN

The Regional Comprehensive Plan is intended to provide policy guidance for a ten- to 20-year planning horizon. However, periodic plan amendments and updates will be necessary to keep the Regional Comprehensive Plan relevant as conditions change, new issues and opportunities emerge, actions are completed, and priorities shift. Generally, the Regional Comprehensive Plan should be reviewed annually or biennially to determine whether minor or major amendments are needed. The timing of updates to the Future Land Use Plan and area-specific goals and policies (as contained in Section 3) will vary but should generally not occur more than once a year.

To the maximum extent feasible, the adoption of different versions of the Regional Comprehensive Plan and/or Future Land Use Plan by Pueblo County or the City of Pueblo should be avoided. Adopting, maintaining, and working to implement a single plan for the region will yield the greatest results.

PLAN MONITORING

The Regional Comprehensive Plan is intended to be a living document. Progress that is made toward achieving the community's vision will be monitored using a series of performance measures, as defined in Section 2: Regional Goals and Policies.

Performance Measures

Performance measures allow regional partners and the community to gauge and measure progress toward the guiding principles and goals of the Regional Comprehensive Plan. While there are many types of metrics available for tracking progress, the Regional Comprehensive Plan focuses on those that are:

- Most relevant to the goals of the Regional Comprehensive Plan or their desired outcomes;
- Available from regularly updated and reliable data sources; and
- Based on measurable, quantitative information that is comparable year-to-year.

The performance measures identified for each guiding principle were identified as those that would be most critical for monitoring the region's progress toward desired outcomes over the life of the Plan. Baseline numbers provided in Section 2 will be reviewed periodically to discern how the region is trending. Reporting will occur on an as-needed basis, as necessary to inform local or regional discussions on a given topic (e.g., housing, agricultural lands).

While consistency in reporting is important to provide information on trends over time, performance measures may be updated, added to, or replaced as new sources of data become available.

FLOODPLAIN





Primary Land Uses

Limited uses and facilities with low flood damage potential and that will not obstruct flood flows.

Locations

Corridors along the Arkansas River, Fountain Creek, St. Charles River, and other waterways.

Characteristics

Public and privately-owned properties that fall within the 100-year floodplain, as identified by official Federal Emergency Management Agency (FEMA) mapping.

SDA SPECIAL DEVELOPMENT AREA

Locations

Adjacent to existing City of Pueblo limits, within the City of Pueblo 3-Mile Annexation Boundary.

Characteristics

Potentially serviceable areas that may be suitable for future annexation, subject to the evaluation criteria for major projects outlined in Section 3, and applicable requirements of the City's Code of Ordinances. Future land use categories should be assigned through a Comprehensive Plan amendment at the time of annexation.

March 25, 2025

The City Planning and Zoning Commission will hold public hearing on requests from Heath Herber, Pueblo Recreation Investors, LLC, for the recommendation of the following applications generally located north and south of Hwy 78, east of the Southside Landfill.

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.

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.

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

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

March 25, 2025

The City Planning and Zoning Commission will hold public hearing on requests from Heath Herber, Pueblo Recreation Investors, LLC, for the recommendation of the following applications generally located north and south of Hwy 78, east of the Southside Landfill.

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.

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.

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

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

March 25, 2025

The City Planning and Zoning Commission will hold public hearing on requests from Heath Herber, Pueblo Recreation Investors, LLC, for the recommendation of the following applications generally located north and south of Hwy 78, east of the Southside Landfill.

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.

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.

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

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

March 25, 2025

The City Planning and Zoning Commission will hold public hearing on requests from Heath Herber, Pueblo Recreation Investors, LLC, for the recommendation of the following applications generally located north and south of Hwy 78, east of the Southside Landfill.

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.

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.

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

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend the meeting to express your viewpoint. To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Submitted March 20, 2025
Published March 25, 2025

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 9th day of April, 2025 in the **City Council Chambers**, 1 City Hall Place, the Planning and Zoning Commission of Pueblo will hold a hearing for the following:

CP-25-01: A request to amend the Pueblo Regional Comprehensive Plan, June 2022, Future Land Use Plan for the property commonly known as the Pueblo Recreation Resort Annexation. The applicant is requesting to change the future land use designation of the annexation area, located south of Highway 78, from Special Development Area to Commercial Mixed Use.

A draft of the proposed amendment will be posted on https://www.pueblo.us/151/Planning-Zoning-Commission under "Most Recent Agenda" and it will be on file and available for viewing in the office of the Department of Planning and Community Development, 211 E. D Street.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendment. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed amendment will be considered by City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.

_____
Scott Hobson
Administrative Official
(719) 553-2255

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 299.512-ACRES OF LAND GENERALLY LOCATED NORTH AND SOUTH OF HIGHWAY 78, EAST OF THE SOUTH SIDE LANDFILL FROM PUEBLO COUNTY A-3, SMALL AGRICULTURE ZONE DISTRICT TO CITY OF PUEBLO R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT AND A-1, AGRICULTURAL ONE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 123.598-acres of land located north of Highway 78 from Pueblo County A-3, Small Agriculture Zone District to City of Pueblo A-1, Agricultural One Zone District as a holding zone. The 175.914-acres located south of Highway 78 is proposed to be rezoned from Pueblo County A-3, Small Agriculture Zone District to City of Pueblo R-6, Multiple Residential and Commercial Zone District to facilitate development of a recreational vehicle park, residential dwelling units and neighborhood serving commercial development.

PREVIOUS COUNCIL ACTION:

On January 27, 2025, City Council approved Ordinances 10888 and 10889 which approved the Pueblo Recreation Resort Annexation Nos. 1 and 2. The applicant is concurrently requesting to amend the Pueblo Regional Comprehensive Plan, 2022. (CP-25-01)

BACKGROUND:

The subject property, 299.512-acres, was annexed into the City as the Pueblo Recreation Resort Annexation No. 1 and No. 2 in January 2025 following a 5-0 recommendation of approval from the Planning and Zoning Commission in December 2024. The annexation area is bisected by Hwy 78; the 123.59 acres located north of Hwy 78 is proposed to be rezoned to an A-1, Agricultural One District as a holding zone as approved in the annexation agreement. The southern portion of the annexation area,

175.91 acres, is proposed to be rezoned to R-6, Multiple Residential and Commercial District, to facilitate the development of a recreational vehicle park in the eastern portion of the site, neighborhood commercial in the northwest portion of the site, and residential development in the southwest portion of the site. According to the Municipal Code, the standards of the R-6 Zone District are designed to retain and provide areas of mixed residence, commercial use, and accommodations for individuals staying for short periods of time.

Annexation Agreement Related to Zoning and Secondary Access:

According to the annexation agreement, the northern portion of the annexation area is to be zoned as an A-1, Agricultural One District for a period not to exceed 180 months from the date of the annexation agreement. Prior to the conclusion of the180 months, the property owners must rezone the land into a zone district "most nearly corresponding to the land use classification into which such land has been classified under the City's Comprehensive Plan." No building or occupancy permits are allowed to be issued for the northern portion of the annexation area while the property is zoned A-1. The annexation agreement also states that the petitioner shall provide secondary access to the property in accordance with the 2015 International Fire Code. The secondary access will most likely be provided by the planned extension of Lake Avenue and/or Bridle Trail. The City reserves the right to not approve subsequent subdivisions or approve building permits until the secondary access requirement is fulfilled.

Proposed Land Uses:

Specific land uses for the property located north of the highway have not been identified at this time. The applicant intends to submit an Overall Development Plan (ODP) for the entire annexation area prior to subdivision of any portion of the property. The ODP will identify land uses, drainage, parks, utilities, traffic and subdivision phasing. The ODP, in conjunction with the Comprehensive Plan, will guide future zoning actions on the portion of property located north of Hwy 78. A conceptual site plan for the land south of Hwy 78 that is proposed to be rezoned to R-6 was submitted with this rezoning application. According to the plan, the RV resort will include RV camping sites, two "glamping" areas, an amenity center, an event center, park model camping units, a mountain bike course, an adventure course, and a water park located east of the future extension of Lake Ave. The western portion of the site will house residential and neighborhood-scale commercial development. According to the applicant, the housing product will directly support the RV resort, and the neighborhood-scale commercial uses will support both the RV resort and residential neighborhood. Generally, RV parks and resorts are located on the periphery of an urban area to facilitate access for recreational vehicles, and patrons generally desire a more rural setting with access to nature. The proposed location, directly south of Hwy 78, provides a rural setting for RV patrons while providing access to municipal services. The applicant states that the proposed RV resort location is ideal because the land surrounding the development site remains undeveloped and patrons have easy access to Hwy 78. Lake Avenue is planned to intersect with Highway 78, which the applicant attests will create an ideal intersection for RV resort development along the eastern portion of the intersection and commercial development along the western portion of the intersection. According to the applicant, "generally, commercial businesses prefer to be located near these types of intersections in order to attract and cater to commuters and passerby's and to minimize the impact to lower-density residential neighborhoods,

which are traditionally located away from such intersections."

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 14, 2025, Regular Meeting, voted 4-3 to recommend approval. Castellucci, Avalos and Aznar dissenting.

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-25-06 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 299.512-ACRES OF LAND GENERALLY LOCATED NORTH AND SOUTH OF HIGHWAY 78, EAST OF THE SOUTH SIDE LANDFILL FROM PUEBLO COUNTY A-3, SMALL AGRICULTURE ZONE DISTRICT TO CITY OF PUEBLO R-6, MULTIPLE RESIDENTIAL AND COMMERCIAL ZONE DISTRICT AND A-1, AGRICULTURAL ONE 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 Pueblo County A-3, Small Agriculture Zone District to City of Pueblo A-1, Agricultural One Zone District and Pueblo County A-3, Small Agriculture Zone District to City of Pueblo, R-6 Multiple Residential and Commercial Zone District:

AREA NORTH OF HIGHWAY 78

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED" T21S R65W ¼ SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED " COLORADO REGISTERED LS 12933 T 21S R65W C ¼ S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°29'49"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,641.73 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17; THENCE S01°06'18"E ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1,071.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS DESCRIBED IN BOOK 1264, PAGES 291 AND 294; THENCE S53°01'49"W ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 3,253.55 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N01°20'09"W ON SAID WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 325.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE N01°10'54"W ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,680.13 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,383,947 SQUARE FEET OR 123.598 ACRES, MORE OR LESS.

AREA SOUTH OF HIGHWAY 78

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED" T21S R65W ¼ SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED " COLORADO REGISTERED LS 12933 T 21S R65W C ¼ S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE N89°29'49"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,641.73 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17; THENCE S01°06'18"E ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1,256.86 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS DESCRIBED IN BOOK 1264, PAGES 291 AND 294, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S01°06'18"E ON SAID EAST LINE A DISTANCE OF 1,390.47 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 17; THENCE S01°09'32"E ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN A DISTANCE OF 2,530.02 FEET TO A POINT ON THE NORTHERLY LINE OF DEED RECORDED IN BOOK 1438 AT PAGE 413; THENCE ON SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. S89°55'15"W A DISTANCE OF 2,470.78 FEET;
2. N09°10'22"W A DISTANCE OF 1,173.40 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17;

THENCE N01°20'09"W ON THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 808.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS DESCRIBED IN BOOK 1264, PAGES 291 AND 294; THENCE N53°01'49"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 3,252.63 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 7,662,797 SQUARE FEET OR 175.914 ACRES, MORE OR LESS.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent

with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective 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

ZONING EXHIBIT- SITE PLAN

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

LEGAL DESCRIPTION:

(NORTH OF COLORADO HIGHWAY 87)

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED" T21S R65W ¼ SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED " COLORADO REGISTERED LS 12933 T 21S R65W C ¼ S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING A THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°29'49"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,641.73 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17; THENCE S01°06'18"E ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1,071.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS DESCRIBED IN BOOK 1264, PAGES 291 AND 294; THENCE S53°01'49"W ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 3,253.55 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N01°20'09"W ON SAID WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 325.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE N01°10'54"W ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,680.13 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,383,947 SQUARE FEET OR 123.598 ACRES, MORE OR LESS.

(SOUTH OF COLORADO HIGHWAY 87)

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED" T21S R65W ¼ SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED " COLORADO REGISTERED LS 12933 T 21S R65W C ¼ S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE N89°29'49"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,641.73 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17; THENCE S01°06'18"E ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1,256.86 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS DESCRIBED IN BOOK 1264, PAGES 291 AND 294, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S01°06'18"E ON SAID EAST LINE A DISTANCE OF 1,390.47 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 17; THENCE S01°09'32"E ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN A DISTANCE OF 2,530.02 FEET TO A POINT ON THE NORTHERLY LINE OF DEED RECORDED IN BOOK 1438 AT PAGE 413; THENCE ON SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES:

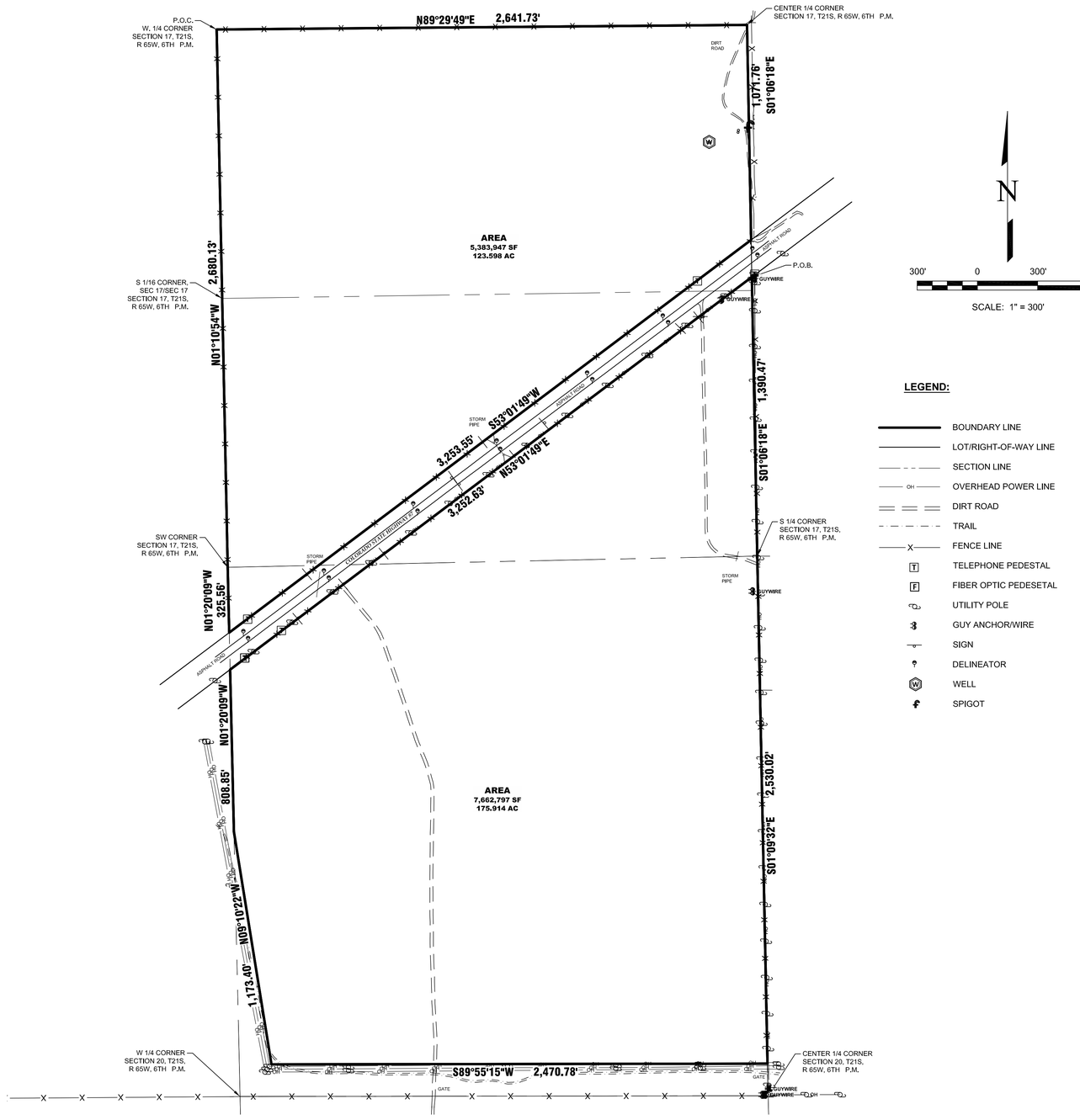
1. S89°55'15"W A DISTANCE OF 2,470.78 FEET;
2. N09°10'22"W A DISTANCE OF 1,173.40 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17;

THENCE N01°20'09"W ON THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 808.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS DESCRIBED IN BOOK 1264, PAGES 291 AND 294; THENCE N53°01'49"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 3,252.63 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 7,662,797 SQUARE FEET OR 175.914 ACRES, MORE OR LESS.

NOTICE:

*ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.*



LEGEND:

- BOUNDARY LINE
- LOT/RIGHT-OF-WAY LINE
- SECTION LINE
- OH — OVERHEAD POWER LINE
- DIRT ROAD
- TRAIL
- X — FENCE LINE
- T — TELEPHONE PEDESTAL
- F — FIBER OPTIC PEDESETAL
- UTILITY POLE
- GUY ANCHOR/WIRE
- SIGN
- DELINEATOR
- W — WELL
- SPIGOT

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

ZONING EXHIBIT
SITE PLAN

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

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 300'
JOB NO.	2537-00
DATE CREATED	1-2-2025
DATE ISSUED	1-3-2025
SHEET NO	1 OF 1

ZONING EXHIBIT

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

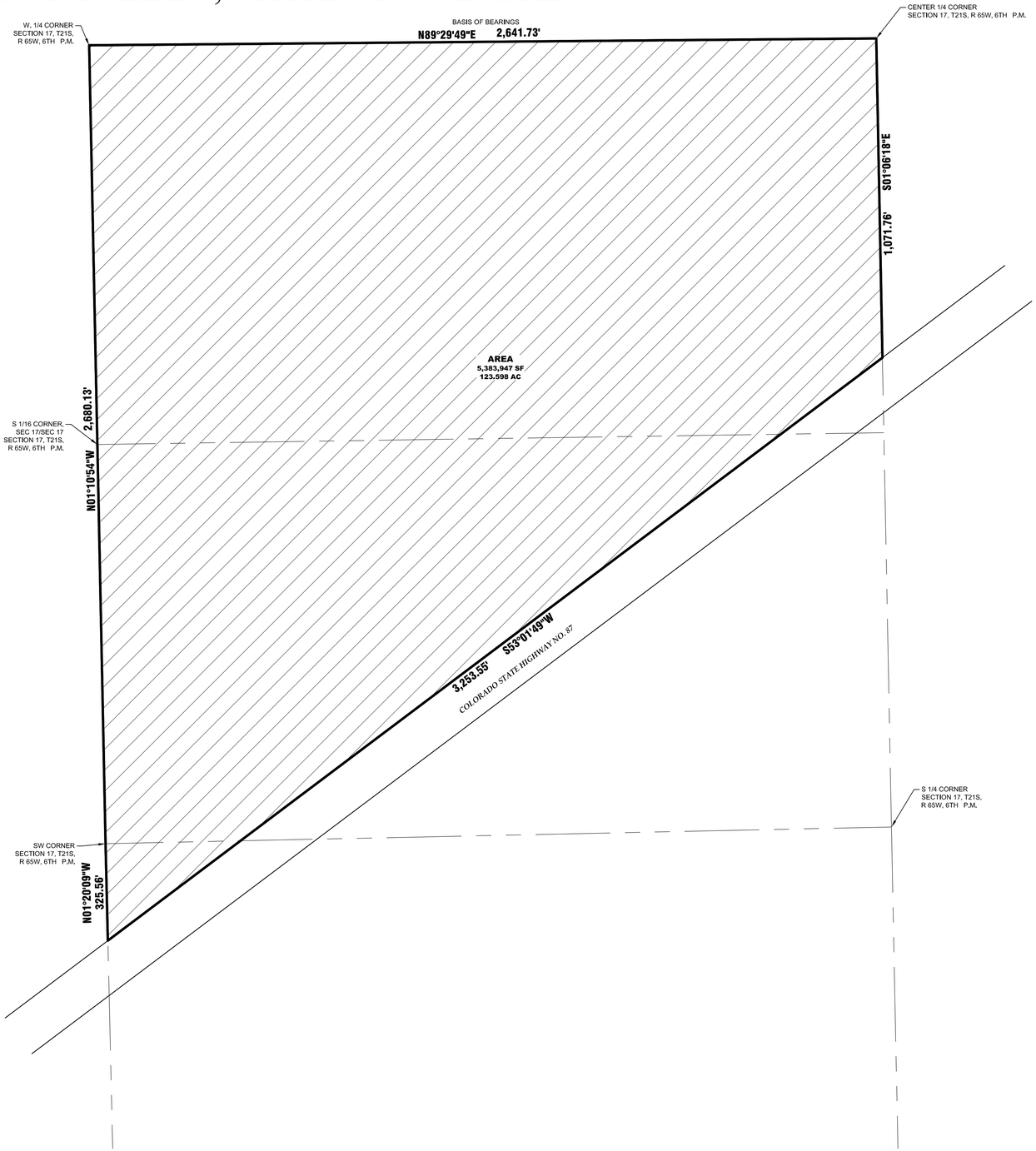
LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED" T21S R65W ¼ SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED " COLORADO REGISTERED LS 12933 T 21S R65W C ¼ S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, SAID POINT BEING THE POINT OF BEGINNING; THENCE N89°29'49"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,641.73 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17; THENCE S01°06'18"E ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1,071.76 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS DESCRIBED IN BOOK 1264, PAGES 291 AND 294; THENCE S53°01'49"W ON SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 3,253.55 FEET TO A POINT ON THE WESTERLY LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN; THENCE N01°20'09"W ON SAID WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 325.56 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 17; THENCE N01°10'54"W ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,680.13 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,383,947 SQUARE FEET OR 123.598 ACRES, MORE OR LESS.



N

200' 0 200' 400'

SCALE: 1" = 200'

LEGEND:

AREA A-4 TO BE REZONED A-1 AGRICULTURAL ONE

NOTICE:

*ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.*

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

ZONING EXHIBIT

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

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 200'
JOB NO.	2537-00
DATE CREATED	1-2-2025
DATE ISSUED	1-3-2025
SHEET NO	1 OF 1

ZONING EXHIBIT

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

LEGAL DESCRIPTION:

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 17, AND A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

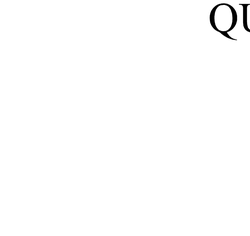
BASIS OF BEARINGS: THE SOUTH LINE OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, MONUMENTED ON THE WESTERLY END BY A 3-1/4" ALUMINUM CAP STAMPED" T21S R65W ¼ SEC 18 SEC 17 1993 PLS 25948" 0.9' ABOVE GRADE AND AT THE EASTERLY END BY 3-1/4" ALUMINUM CAP STAMPED " COLORADO REGISTERED LS 12933 T 21S R65W C ¼ S17 2003" AT GRADE, ASSUMED TO BEAR N89°29'49"E A DISTANCE OF 2,641.73 FEET.

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, THENCE N89°29'49"E ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 2,641.73 FEET TO THE CENTER QUARTER CORNER OF SAID SECTION 17; THENCE S01°06'18"E ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 17 A DISTANCE OF 1,256.86 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS DESCRIBED IN BOOK 1264, PAGES 291 AND 294, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUING S01°06'18"E ON SAID EAST LINE A DISTANCE OF 1,390.47 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 17; THENCE S01°09'32"E ON THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN A DISTANCE OF 2,530.02 FEET TO A POINT ON THE NORTHERLY LINE OF DEED RECORDED IN BOOK 1438 AT PAGE 413; THENCE ON SAID NORTHERLY LINE THE FOLLOWING TWO (2) COURSES:

1. S89°55'15"W A DISTANCE OF 2,470.78 FEET;
2. N09°10'22"W A DISTANCE OF 1,173.40 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 17;

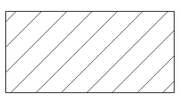
THENCE N01°20'09"W ON THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 808.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY NO. 78 AS DESCRIBED IN BOOK 1264, PAGES 291 AND 294; THENCE N53°01'49"E ON SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 3,252.63 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 7,662,797 SQUARE FEET OR 175.914 ACRES, MORE OR LESS.



SCALE: 1" = 300'

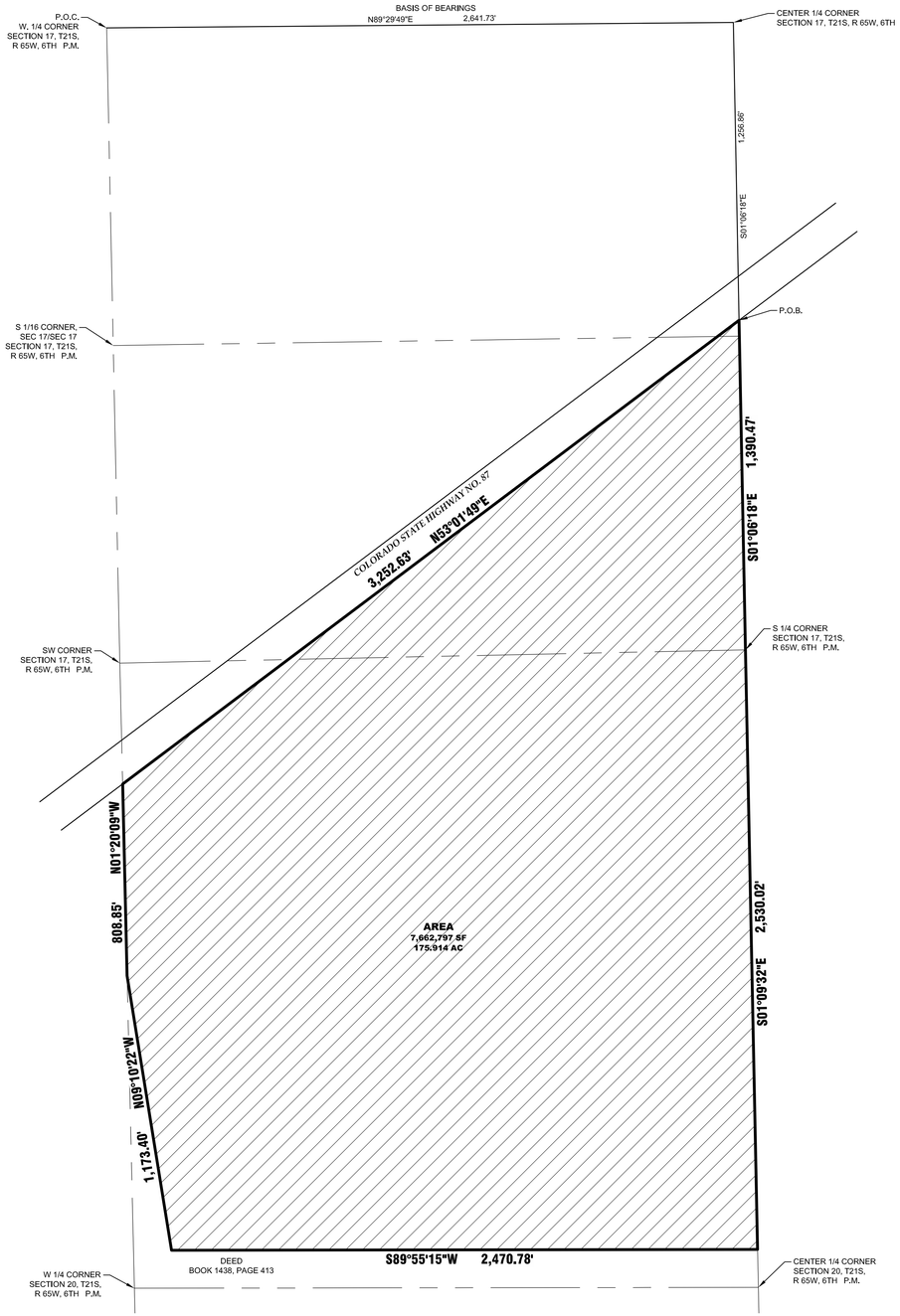
LEGEND:



AREA A-4 TO BE REZONED R-6 (MULTIPLE-RESIDENTIAL AND COMMERCIAL)

NOTICE:

*ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.*



REVISIONS NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

ZONING EXHIBIT

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

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 300'
JOB NO.	2537-00
DATE CREATED	1-2-2025
DATE ISSUED	1-3-2025
SHEET NO	1 OF 1

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, May 14th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

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

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

7. 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. ***Continued from April 9, 2025***

Hearing: Applicants Heath Herber and Craig Dossey were sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezone application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 4-3 (Castellucci, Avalos, and Aznar dissenting)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

Z-25-06

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	May 14, 2025
SUBJECT:	Rezone from Pueblo County A-3, to City of Pueblo R-6, Multiple Residential and Commercial Zone District, and A-1, Agricultural One Zone District.
APPLICANT:	Heath Herber, Pueblo Recreation Investors LLC
PROPERTY OWNER:	Heath Herber, Pueblo Recreation Investors LLC
LOCATION:	Generally located north and south of Hwy 78, east of the South Side Landfill
CONCURRENT CASES:	CP-25-01, Pueblo Regional Comprehensive Plan Amendment, amend future land use designation from Suburban Neighborhood and Special Development Area to Commercial Mixed Use.

REQUEST:
The applicant is requesting to rezone 123.59 acres of land located north of Hwy 78 from Pueblo County A-4, to City A-1, Agricultural One Zone District as a holding zone. The 175.914 acres located south of Hwy 78 is proposed to be rezoned from Pueblo County A-4 to City R-6, Multiple Residential and Commercial Zone District to facilitate development of a recreational vehicle park, residential dwelling units, and neighborhood serving commercial development.

BACKGROUND AND ANALYSIS:

The subject property, 299.512 acres, was annexed into the City as the Pueblo Recreation Resort Annexation No. 1 and No. 2 in January 2025 following a 5-0 recommendation of approval from the Planning and Zoning Commission in December 2024. The annexation area is bisected by Hwy 78; the 123.59 acres located north of Hwy 78 is proposed to be rezoned to an A-1, Agricultural One District as a holding zone as approved in the annexation agreement. The southern portion of the annexation area, 175.91 acres, is proposed to be rezoned to R-6, Multiple Residential and Commercial District, to facilitate the development of a recreational vehicle park in the eastern portion of the site, neighborhood commercial in the northwest portion of the site, and residential development in the southwest portion of the site. According to the Municipal Code, the standards of the R-6 Zone District are designed to retain and provide areas of mixed residence, commercial use, and accommodations for transients.

Annexation Agreement Related to Zoning and Secondary Access:
According to the annexation agreement, the northern portion of the annexation area is to be zoned as an A-1, Agricultural One District for a period not to exceed 180 months from the date of the annexation agreement. Prior to the conclusion of the180 months, the property owners must rezone the land into a zone district "most nearly corresponding to the land use classification into which such land has been classified under the City's Comprehensive Plan." No building or occupancy permits are allowed to be issued for the northern portion of the annexation area while the property is zoned A-1. The annexation agreement also states that the petitioner shall provide secondary access to the property in accordance with the 2015 International Fire Code. The secondary access will most likely be provided by the planned extension of Lake Avenue and/or Bridle Trail. The developer/petitioner is eligible for cost recovery for the construction of the secondary access. The City reserves the right to not approve subsequent subdivisions or approve building permits until the secondary access requirement is fulfilled.

Proposed Land Uses:
Specific land uses for the property located north of the highway have not been identified at this time. The applicant intends to submit an Overall Development Plan (ODP) for the entire annexation area prior to subdivision. The ODP will identify land uses, drainage, parks, utilities, traffic and subdivision phasing. The ODP, in conjunction with the Comprehensive Plan, will guide future zoning actions on the portion of property located north of Hwy 78.

A conceptual site plan for the land south of Hwy 78 that is proposed to be rezoned to R-6 was submitted with this rezoning application. According to the plan, the RV resort will include RV camping sites, two "glamping" areas, an amenity center, an event center, park model camping units, a mountain bike course, an adventure course, and a water park located east of the future extension of Lake Ave. The western portion of the site will house residential and neighborhood-scale commercial development. According to the applicant, the housing product will directly support the RV resort, and the neighborhood-scale commercial uses will support both the RV resort and residential neighborhood. Generally, RV parks and resorts are located on the periphery of an urban area to facilitate access for recreational vehicles, and patrons generally desire a more rural setting with access to nature. The proposed location, directly south of Hwy 78, provides a rural setting for RV patrons while providing access to municipal services.

The applicant states that the proposed RV resort location is ideal because the land surrounding the development site remains undeveloped and patrons have easy access to Hwy 78. Lake Avenue is planned to intersect with Highway 78, which the applicant attests will create an ideal intersection for RV resort development along the eastern portion of the intersection and commercial development along the western portion of the intersection. According to the applicant, "generally, commercial businesses prefer to be located near these types of intersections in order to attract and cater to commuters and passerby's and to minimize the impact to lower-density residential neighborhoods, which are traditionally located away from such intersections."

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The site is currently undeveloped.

Neighborhood Compatibility: North Pueblo County A-3, undeveloped.

East Pueblo County A-3, undeveloped.

South Pueblo County A-1, undeveloped

West Pueblo County A-1, undeveloped

City of Pueblo A-1, Southside Landfill

COMPREHENSIVE PLAN:

Rezoning of the Area North of Hwy 78:
The rezone area located north of Hwy 78 is proposed to be rezoned to an A-1 holding zone and is currently designated as a Suburban Neighborhood future land use.

According to the Comprehensive Plan, Suburban Neighborhoods are suited for predominately single-family detached and attached homes on similarly sized lots. Supporting land uses include accessory dwelling units, single-family attached homes; duplexes, townhomes, neighborhood -scale commercial, retail and services; parks; schools; community gardens; public facilities; and services. The A-1 holding zone district allows the property owner 15 years to rezone the property into a Zone District that corresponds with the Comprehensive Plan Future Land Use Designation. Applications for subdivision and building permits will not be processed until the site is rezoned to a Zone District that corresponds with the Comprehensive Plan future land use designation.

Rezoning of the Area South of Hwy 78:
The rezone area located south of Hwy 78 is currently designated as Suburban Neighborhood and Special Development by the Pueblo Regional Comprehensive Plan, 2022.. The portion designated Suburban Neighborhood is approximately 30.6 acres located in the northeast corner of the rezoning site adjacent to Hwy 78. The portion designated Special Development Area is approximately 147 acres and is located south of the Suburban Neighborhood future land use area. The Special Development area has approximately 922.76 feet of frontage along Hwy 78.

Concurrent to this rezoning, the applicant has requested an amendment to the Comprehensive plan to re-designate the entirety of the site from Suburban Neighborhood and Special Development Area to a Commercial Mixed Use. Should the Commission make the necessary findings to recommend approval and City Council approves the amendment, the proposed R-6 Zone District should be considered against the standards of the new future land use designation as described below. .

According to the Pueblo Regional Comprehensive Plan, Commercial Mixed-Use are areas intended for a mix of commercial, employment, and service-oriented uses that serve the neighborhoods. Commercial Mixed-Use areas are located along auto-oriented corridors and should prioritize the safety and comfort of all road uses. The areas should transition over time to prioritize the safety, comfort, and accessibility of people walking, biking, and taking transit. The Comprehensive Plan also states that infill and redevelopment is encouraged to reduce surface parking and revitalize underutilized areas. The proposed recreation resort, supporting residential and commercial development, will introduce a mixture of uses along an auto-oriented highway corridor as described in the future land use characteristics.

Should the Comprehensive Plan amendment be approved, the applicant states that the proposed R-6 rezoning furthers the following Comprehensive Plan principles and policies: providing for a diversity of lifestyles, creating attainable housing options, providing for higher-density housing to support major commercial areas, promoting tourism, and supporting local events and attractions.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

❑ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

❑ Comments **The application contains the required information**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

❑ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

❑ Comments **The application contains the required information**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

❑ Comments **The application "Project Description" describes the proposed development site as optimal for RV purposes because the surrounding land area is undeveloped.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **The site plan is included in the application narrative**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments **The application states that the southern portion of the annexation area and rezoning area will be developed before the northern portion.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments **The application includes the required information.**

RECOMMENDED ACTION:

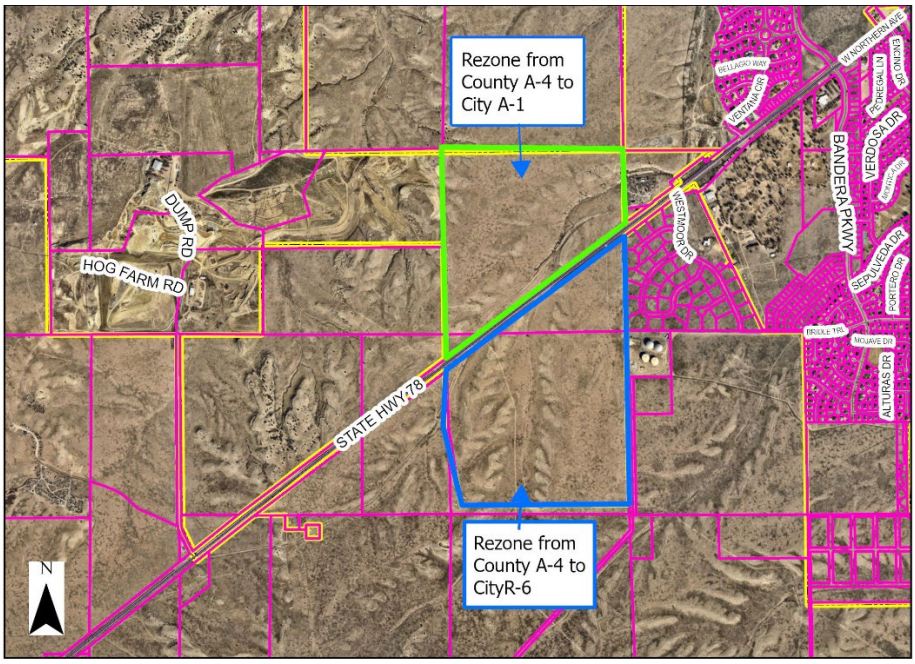
If the Planning and Zoning Commission makes the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate.

REFERRAL AGENCIES AND COMMENTS:

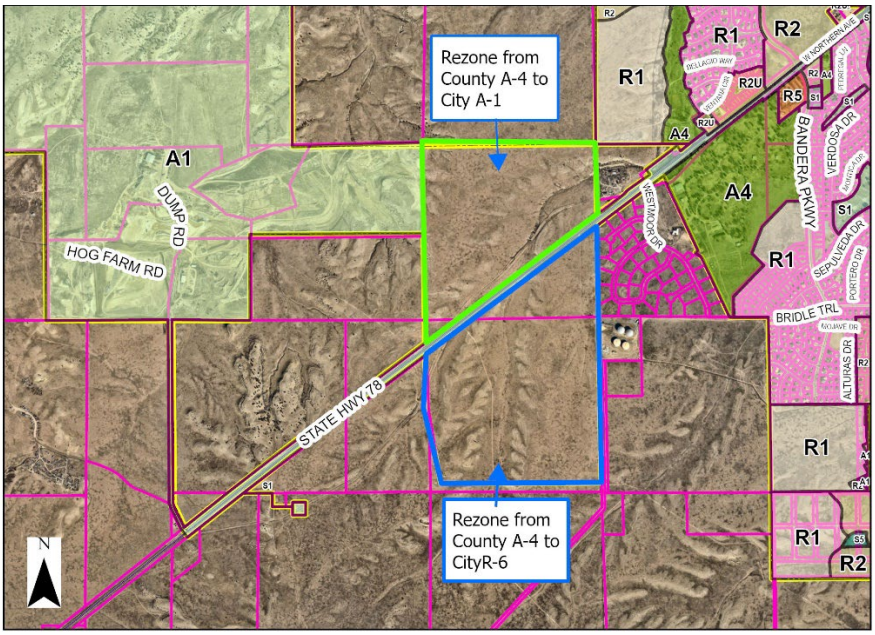
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

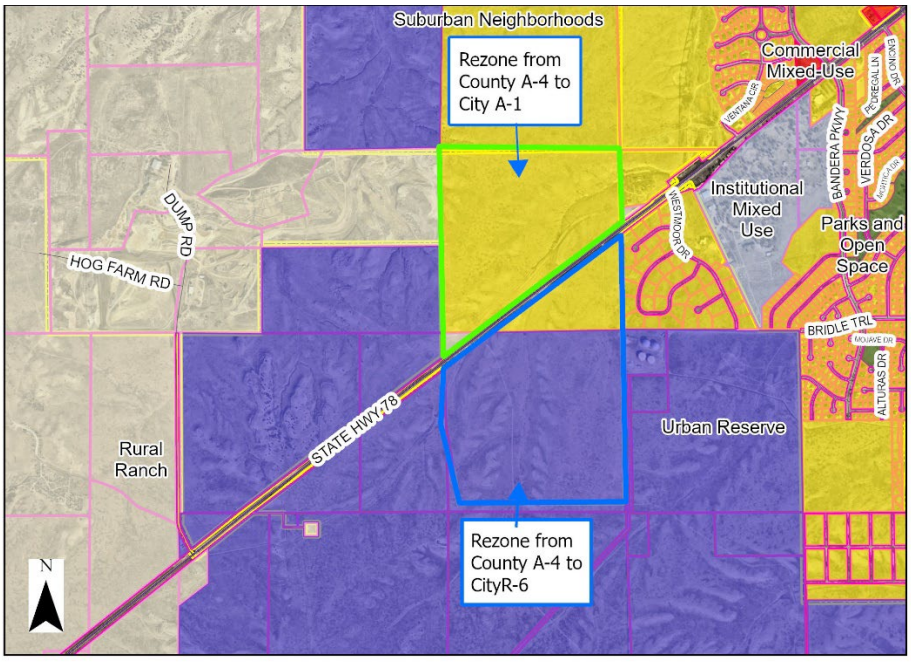
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Zoning Exhibits
F. Application
G. Pueblo Recreation Resort Project Description
H. Zoning Section of Annexation Agreement



A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



D. Public Notice



D. Southern rezoning area, looking south from Hwy 78



D. Northern rezoning area looking north from Hwy 78

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner		
Name: Heath Herber		
Company: Pueblo Recreation Investors LLC		
Address: 31 N. Tejon Street, Suite 500, Colorado Springs , CO		**Zip:** 80903
Phone: (719 **)** 331-0083	**Email:** hherber@wheatlandscapital.com	
Applicant		
Name: Heath Herber		
Company: Pueblo Recreation Investors LLC		
Address: 31 N. Tejon Street, Suite 500, Colorado Springs , CO		**Zip:** 80903
Phone: (719 **)** 331-0083	**Email:** hherber@wheatlandscapital.com	
Person or Firm Representing (If Different From) Owner or Applicant		
Name: Craig Dossey		
Company: Vertex Consulting Services, LLC		
Address: 5825 Delmonico Drive, Suite 320		**Zip:** 80919
Phone: (303 **)** 906-8800	**Email:** craig.dossey@vertexcos.com	
The applicant will be the primary contact unless otherwise noted.		
Project Location: (address or general description) Located south and north of Highway 78, west of Ventana Way and east of Hog Farm Road		
Parcel# 1520000031 and 1517000020		
Legal Description: See attachments		
Subdivision: NA	**Acreage:** 299.512 total acreage	
Existing Zone District: A-3 in Pueblo County	**Proposed Zone District:** R-6 and A-1 (holding)	

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☑ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☑ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify):_____

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

Prior annexation of the property, including the associated annexation agreement, is based upon the potential for development of the land south of Highway 78 for an RV park, smaller scale commercial, and residential land uses and provide an appropriate transition to undeveloped County areas while supporting tourism.

Description of area surrounding proposed development:

The area surrounding the property is undeveloped. A portion of Jackson Ranch to the south has submitted a petition for annexation into the City and will likely share in the cost of infrastructure to serve this proposed development.

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.

A traffic impact study has been provided as an attachment. All traffic impacts anticipated with the planned development of this property can be property mitigated with roadway and intersection improvements and the applicant acknowledges that access permitting with CDOT will be required. The planned development is proposed to further stimulate the local economy by increasing ad valorem taxes, creating jobs, and enhancing the local tourism industry with construction of an RV park having a variety of amenities, along with additional commercial development and new housing options.

☑ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: 2026

Estimated date for completion of project: 2035

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

The owner/developer of the site is experienced in developing new land with a variety of land uses, including RV parks very similar to the one proposed for this property. In addition, the costs associated with extending sewer can be shared with the Jackson Ranch development to the south, thereby reducing the overall financial impact to this development.

☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (**if applicable**)

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

Zoning Compliance (Completed by City Staff)	
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐Approved w/conditions	

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner			
Print Name:	~~Heath~~ Heath A. Herber		
Signature:	~~Heath~~ Heath A Herber	Date:	1/27/2025
Applicant, if different from Property Owner			
Print Name:			
Signature:		Date:	

Vertex Consulting Services, LLC
5825 Delmonico Drive, Suite 320
Colorado Springs, CO 80919

Pueblo Recreation Resort

R-6 and A-1 Rezoning Application

City of Pueblo, Colorado

Project Description

February 5, 2025

Pueblo Recreation Investors, LLC
31 N. Tejon Street, Suite 500
Colorado Springs, CO 80903

OWNER: Pueblo Recreation Investors, LLC
31 N. Tejon Street, Suite 500
Colorado Springs, CO 80903

PLANNER: Vertex Consulting Services, LLC
5825 Delmonico Drive, Suite 320
Colorado Springs, CO 80919
303-906-8800
craig.dossey@vertexcos.com

PROPERTY LOCATION: On the north and south side of Highway 78, between Hog Farm Road and Ventana Way

TAX SCHEDULE NOS: 1520000031 and 1517000020

Project Description

The approximately 299.512-acre property was recently approved for annexation into the City of Pueblo via the Pueblo Recreation Resort Annexation Nos. 1 and 2. Pursuant to the associated annexation agreement, the owner is requesting rezoning of all portions of the annexed area south of Highway 78 from Pueblo County A-3 zoning to the City of Pueblo R-6 zoning to allow for urban level development of the property. In addition, the owner is requesting rezoning of all portions of the annexed area north of Highway 78 from Pueblo County A-3 zoning to the City of Pueblo A-1 zoning as a holding zone. The proposed development south of Highway 78 in the R-6 zoning district is planned to include a recreational vehicle park along the eastern portion of the area to be zoned R-6, which would also be located east of the future extension of Lake Avenue, residential development at the southwest portion of the property, and a small component of commercial development at the far northwest portion of the property closest to the future Lake Avenue and Highway 78 intersection. No development is planned at this time for the portion of the property north of Highway 78 within the requested A-1 zoning district. The applicant acknowledges that this portion will need to be rezoned prior to allowing for future development as required in the associated annexation agreement.

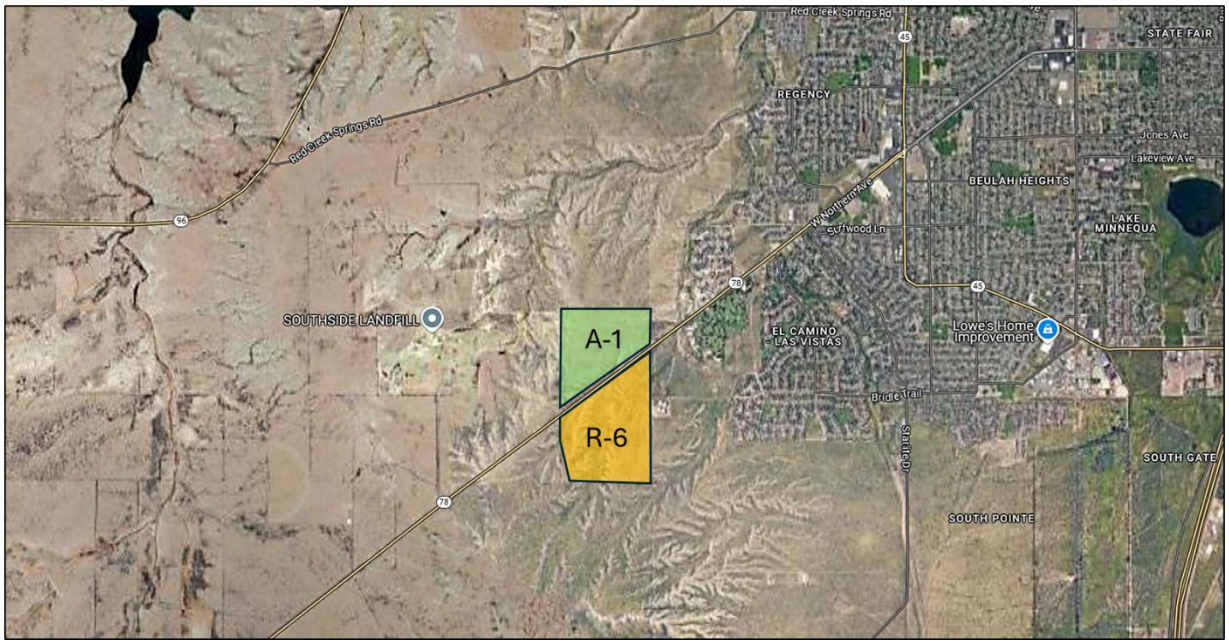
Concurrent Applications

The applicant is also proposing an amendment to the 2022 Pueblo Regional Comprehensive Plan to amend the Future Land Use designation for the property from Suburban Neighborhood (SN) and Special Development Area (SDA) to Commercial Mixed-Use (CMU). In addition to the Comprehensive Plan amendment application, the applicant

is also submitting a application for approval of an Overall Development Plan (ODP), pursuant to the requirements of the associated annexation agreement. The ODP addresses development of the property, proposed land uses, drainage (via the associated drainage report), utilities, and traffic (via the associated traffic impact study).
Ingress and egress to the overall development will primarily be via a planned extension of Lake Avenue extending south from Colorado Highway 78. The planned Lake Avenue and Highway 78 intersection will require permitting by the Colorado Department of Transportation (CDOT) since Highway 78 is a CDOT controlled right-of-way.

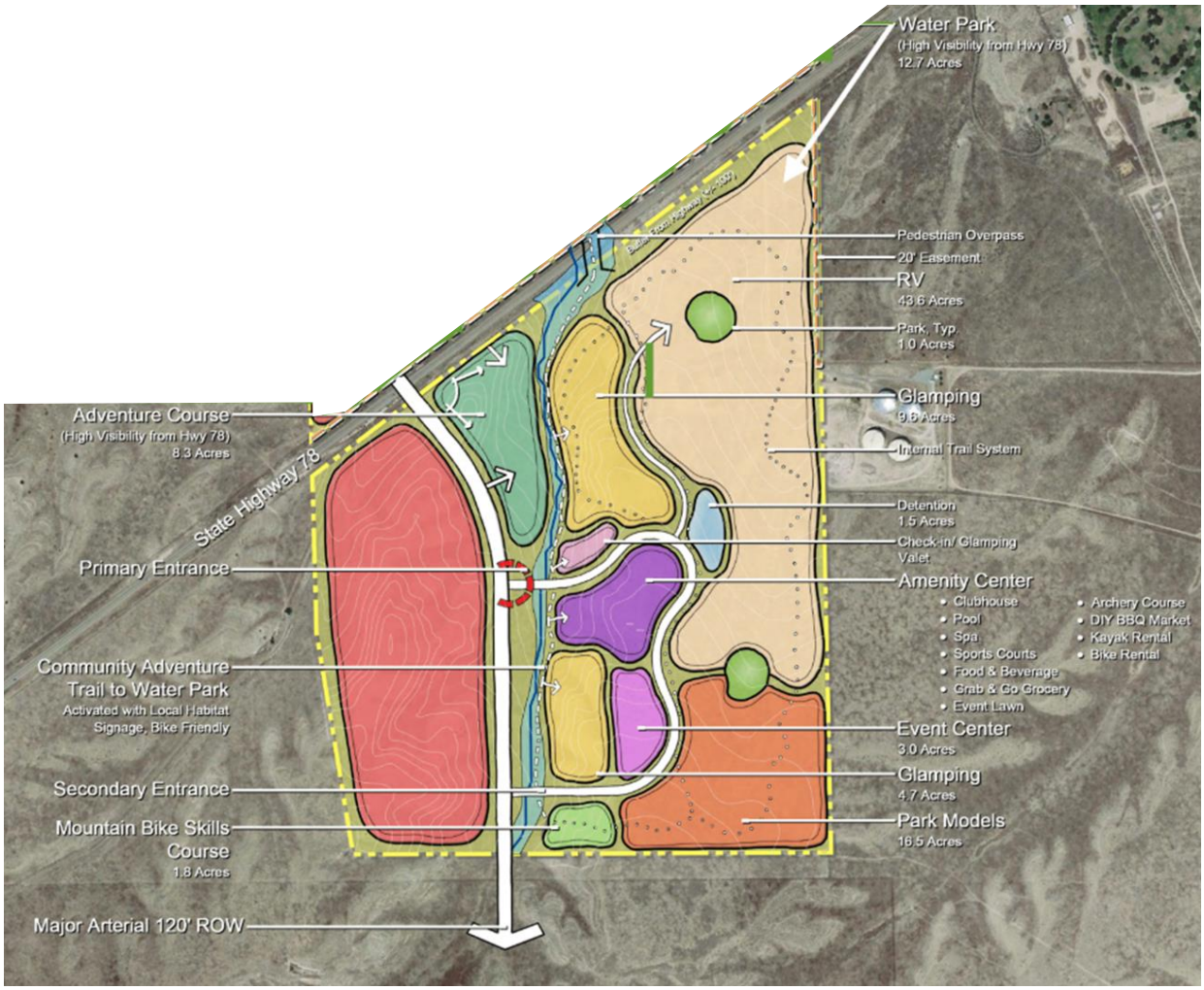
Vicinity Map

Please see below for the project vicinity map.



Conceptual Recreational Vehicle (RV) Resort Site Plan

As stated above, there is no plan for development in the area located north of Highway 78 in the proposed A-1 zoning district. Initial development of the overall property is planned to occur south of Highway 78 in the proposed R-6 zoning district along the eastern portion of the property. This area is proposed to be developed as a recreational vehicle resort. Below is a conceptual plan of the proposed RV resort. Final layout and design of the overall resort portion of the property will occur at the development plan stage of the overall land use and entitlements process.



Compatibility and Justification for Rezoning

The land surrounding the proposed R-6 and A-1 zoned areas is generally vacant and rural/agricultural in nature. South and west of the property is vacant unincorporated land zoned by Pueblo County as Agricultural One (A-1). West of the proposed City of Pueblo A-1 zoning area is the Waste Connections landfill, which is also currently zoned City of Pueblo A-1. To the east is the Pueblo Board of Water Works tank site and 1+ acre lots platted but not yet developed in the Westmoor Subdivision. There is another parcel located immediate adjacent to the east, at the southernmost end of the proposed R-6 zoning area, which is a vacant strip of land owned by the City of Pueblo.

Due to the minimal amount of developed land immediately adjacent to the proposed R-6 zoning area, the proposed RV resort, commercial, and residential development would not be incompatible with any existing adjacent land uses. In addition, the City of Pueblo has planned for the extension of Lake Avenue, a major arterial roadway, to bisect the subject property from north to south thereby creating a significant intersection with Highway 78.

A mixture of land uses, including both non-residential and residential land uses, are commonly expected at or near major intersections like the one planned at Lake Avenue and Highway 78. Generally, commercial businesses prefer to locate near these types of intersections in order to attract and cater to commuters and passersby and to minimize the impact of lower density residential neighborhoods which traditionally located away from such intersections.

The concurrently submitted comprehensive plan amendment to amend the Future Land Use designations of the property to the Commercial Mixed-Use (CMU) designation also supports the proposed rezoning requests. This designation includes retail, personal services, offices, and entertainment as primary land uses and also includes multi-family residential and other supporting services as "supporting land uses". More specifically, the designation states:

> "Concentrated nodes of higher-intensity development are encouraged at major intersections, near existing or planned transit stations, or in other locations suitable for more intensive uses."

As mentioned above, the planned intersection of Highway 78 and Lake Avenue will be a major intersection in this area of Pueblo, creating new opportunities for well-planned growth, which would be directly consistent with the City's policy of having a "concentrated" node of "higher-intensity development" near such intersections. By locating non-residential and higher density residential land uses near major intersections, particularly those that include CDOT right-of-way, the City is able minimize traffic-related impacts on roads having a lower classification while allowing for greater traffic volume on roadways that are specifically designed to carry more traffic.

The proposed rezoning requests are also consistent with the concurrently submitted overall development plan, which provides for an overall land use plan for the property that can be implemented with approval of the proposed zoning. The proposed overall development plan only includes the portion of the property south of Highway 78, which is proposed to be zoned R-6. The applicant recognizes that either a separate overall development plan or an amendment to the concurrently proposed development plan will be required prior to developing the portion of the property north of Highway 78.

Traffic Impacts

A traffic impact study was performed in association with the preceding annexation of the property. That study has been submitted in support of this proposed rezoning request.

Wastewater

A sanitary sewer impact report was provide in support of the associated annexation of the property. That report has been submitted with this proposed rezoning request.

Compliance with 2022 Pueblo Regional Development Plan

The 2022 Pueblo Regional Development Plan includes a number of goals and policies in support of the proposed rezoning request. Below is an analysis of a small selection of those goals and policies that appear to be particularly pertinent to the request.

Lifestyle and Housing

Guiding Principle 1 of the 2022 Pueblo Regional Development Plan states:

"Diversify Lifestyles, Attainable Housing Options"

A combination of the proposed RV resort and the planned residential development immediately to the west within the overall development has the potential to create a very unique lifestyle option for current and future residents of the City of Pueblo. The intent is to create more attainable housing options for existing and future residents, but to take it a step further and plan for a housing product that would directly support the RV resort. There are several examples of this type of residential housing in which the occupant of the residence is typically a part of the "RV culture" and would like to have a "home base" where they live at various times when they are not on the road with their RV and where they can safety and affordable store or readily access their RV. Many of these "RVers" have extended relationships with other RVers that could ultimately become seasonal, mid-term, or even short-term occupants of the RV resort when they visit their RVer friends who would conveniently live in a dwelling within the same overall development. There is nowhere else in the City of Pueblo, and probably nowhere else in Colorado, where this type of housing and lifestyle are available.

Higher-Density Housing to Support Major Commercial Areas

Policy 1.1.7: Higher-Density Housing further supports the proposed rezoning requests by stating that the region should "Encourage the development of higher-density housing options…along major corridors to create additional vitality and economic activity with major commercial areas..." Highway 78 is already a major corridor in the region and the long-range transportation plans for the City and County call for Lake Avenue to be a de facto ring road in the region. The proposed rezoning request would allow for future development of higher-density housing near existing commercial nodes in the City of

Pueblo, specifically at the intersection of Pueblo Boulevard and Northern Avenue.

Tourism and Supporting Local Events and Attractions

Goal 4.4 of the Comprehensive Plan calls for the City and the County to "Establish Pueblo County as a tourist destination." In particular, Policy 4.4.4 under Goal 4.4 overwhelmingly supports the proposed rezoning. It states:

> "Expand efforts to host events and attractions that bring visitors to Pueblo County… Continue working…to make the community an attractive destination for tourists from outside the state and around Colorado."

Zoning and development of an RV resort featuring a variety of planned amenities is directly in line with this goal and policy. RV resorts of the size being proposed will draw tourist to the Pueblo area from all over the state and from all over the country, which in turn will result in significant revenue to the region and while also having the ancillary effect of supporting so many of the existing events and festivals already being held in the community by bringing new attendees into the community.

(6) There is no litigation pending, or to the knowledge of Petitioner threatened, against the Petitioner or any person affecting the right of the Petitioner to execute and comply with this Annexation Agreement.

(7) The representations and warranties of Petitioner contained herein will be true and correct in all material respects as of the date of recording the annexation plat and Ordinance of the City Council approving the annexation of the Property.

II. OVERALL DEVELOPMENT PLAN

(1) When a tract of land proposed for subdivision constitutes a part of a larger tract of land owned or controlled by the subdivider, whose intention is to subdivide the remaining part or parts of the larger tract at some future date, an Overall Development Plan shall be prepared and submitted by the subdivider and approved by the Planning Commission prior to preparation and submission of the subdivision plat of the tract proposed for initial subdivision.

(2) An Overall Development Plan shall be prepared in accordance with the requirements of regulations contained in Section 12-4-5(a) of the Pueblo Municipal Code, as may be hereafter amended, and the Overall Development Plan shall be adopted by the Planning and Zoning Commission. The Overall Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and submitted in its entirety to the Planning and Zoning Commission. The Overall Development Plan shall comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Overall Development Plan is approved. The Overall Development Plan as submitted and approved by the Planning and Zoning Commission shall have the flexibility to adapt to changing conditions over the estimated time period for the development of the land within the Overall Development Plan and shall consist of the following prepared in accordance and in compliance with standards, criteria and policies adopted by the City Council by resolution: development plan, land use including open space and park plans; drainage plan; sanitary sewer plan; transportation plan; and appropriate environmental studies.

(3) Petitioner may submit the Overall Development Plan to the Planning and Zoning Commission for approval any time after the City Council has found the petition for annexation of the Property to be valid in accordance with the provisions of §31-12-107, C.R.S. The City may refuse to approve any building or occupancy permit for any portion or all of the Property until after a Overall Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) The Property is currently identified within three separate future land categories in the 2022 Pueblo Regional Comprehensive Plan Future Land Map. These Future Land Use Categories as shown on the attached Future Land Use Map, Exhibit C-1 include Suburban Residential, Rural Ranch, and Special Development Area. Prior to the approval of a zoning map amendment application, the Petitioner shall file an application for a comprehensive plan future land use map amendment changing the future land use area south of SH 78 to a Commercial Mixed Use

designation.

(2) A zoning map amendment application may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of Section 31-12-107, C.R.S. The Planning and Zoning Commission may hear the application for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance approving the annexation of the Property, and the final approval of an ordinance amending to the Pueblo Regional Comprehensive Plan's Future Land Use Map.

(3) No rights shall exist in Petitioner nor with respect to the Property arising from any preexisting subdivision or use at the time of annexation. No subdivision of the Property shall be approved prior to the time the ordinance annexing and zoning the Property is approved on final presentation. No application for subdivision of all or any part of the Property shall be submitted to or considered by the City until after the Overall Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Overall Development Plan is submitted to the Planning and Zoning Commission.

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

(5) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall cause the portion of the Property south of State Highway 78 containing approximately 175 acres, as shown on the attached Land Use Plan, Exhibit C-2, to be zoned into a R-6 Multiple-Residential and Commercial District which constitutes the zone district most nearly corresponding to the land use classification into which the Property has been classified or may in the reasonable future be classified under the City's comprehensive plan. If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

(6) The zoning provisions of this Article III relate to the initial zoning of the Property after annexation. Such zoning is not guaranteed, and the City Council of Pueblo retains its full discretion with respect to such zoning. Nothing contained in this Article III shall be construed to limit the power of the City Council of Pueblo to rezone the Property or any part thereof after approval of the initial zoning of the Property after annexation.

April 28th, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from **Heath Herber, Pueblo Recreation Investors, LLC,** for the recommendation of the following application:

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

The Planning and Zoning Commission meeting will be held on **May 14th at 3:30 pm**, in City Council Chambers, 1 City Hall Place, Pueblo, CO. The public meeting will be recorded and can be watched via Zoom, but no testimony will be heard virtually. You are welcome to attend this public hearing in person to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Beritt Odom, Principal Planner
(719) 553-2339

April 28th, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from **Heath Herber, Pueblo Recreation Investors, LLC,** for the recommendation of the following application:

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

The Planning and Zoning Commission meeting will be held on **May 14th at 3:30 pm**, in City Council Chambers, 1 City Hall Place, Pueblo, CO. The public meeting will be recorded and can be watched via Zoom, but no testimony will be heard virtually. You are welcome to attend this public hearing in person to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Beritt Odom, Principal Planner
(719) 553-2339

April 28th, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from **Heath Herber, Pueblo Recreation Investors, LLC,** for the recommendation of the following application:

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

The Planning and Zoning Commission meeting will be held on **May 14th at 3:30 pm**, in City Council Chambers, 1 City Hall Place, Pueblo, CO. The public meeting will be recorded and can be watched via Zoom, but no testimony will be heard virtually. You are welcome to attend this public hearing in person to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Beritt Odom, Principal Planner
(719) 553-2339

April 28th, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from **Heath Herber, Pueblo Recreation Investors, LLC,** for the recommendation of the following application:

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

The Planning and Zoning Commission meeting will be held on **May 14th at 3:30 pm**, in City Council Chambers, 1 City Hall Place, Pueblo, CO. The public meeting will be recorded and can be watched via Zoom, but no testimony will be heard virtually. You are welcome to attend this public hearing in person to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER: Z-25-06

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 north and south of Hwy 78, east of the South Side Landfill. 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.

4-29-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located north and south of Hwy 78, east of the South Side Landfill. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

4-29-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
ANDERSON JUSTIN J/ANDERSON LETICIA	1029 CHERRY AVE	IMPERIAL BEACH	CA	91932-1609
VESTOGE PUEBLO CO LLC	13800 COPPERMINE RD	HERNDON	VA	20171-6163
WASTE CONNECTIONS OF COLORADO INC + C/O	3 WATERWAY SQUARE PL	THE WOODLAND	TX	77380-3488
PUEBLO RECREATION INVESTORS LLC	31 N TEJON ST STE 500	COLORADO SPRI	CO	80903-1514
HALDE KERRY W/HALDE CYNTHIA J	46496 US HWY 24	BURLINGTON	CO	80807
EVERHART J F JR/EVERHART R E/EVERHA + EVERH	50 CLUB HOUSE RD	KEY LARGO	FL	33037-3600
TODERO NICK C/TODERO LUCIEANN/ + KRISTAN I	503 LA VISTA RD	PUEBLO	CO	81005-2624
KNEZEVICH MARY A	5521 STATE HWY 78	PUEBLO	CO	81005-9606
TENNEY KIMBERLY A	704 WASHINGTON ST UNI	BELGRADE	MT	59714-4227
CDEBACA JESSE + IRELAND ELISABETH TREFZ , AK	8685 ASPEN CIR	PARKER	CO	80134-8915
WESTERN POWER AND GAS CO + C/O CENTEL	PO BOX 1400	RAPID CITY	SD	57709-1400
BOARD OF WATER WORKS OF PUEBLO	PO BOX 400	PUEBLO	CO	81002-0400
W L ENTERPRISES LTD	PO BOX 9024	PUEBLO	CO	81008-0024

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2620 FARABAUGH LANE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone the property located at 2620 Farabaugh Lane from B-3, Highway and Arterial Business Zone District to I-2, Industrial Zone District to facilitate the construction of a contractor's yard and building.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The owner of 2620 Farabaugh Lane is seeking to rezone from B-3 to I-2 to facilitate the construction of 3,072 square foot contractor's storage and warehousing building defined as a contractor's yard according to Pueblo Municipal Code Sec. 17-2-2(43)(b). While a contractor's shop is allowed as a use by right in a B-3, a contractor's yard is not allowed in a B-3 zone district and is a use by right in the I-2 Zone District. A contractor's yard means "land or buildings used primarily for the storage of equipment, vehicles, machinery, building materials, paints, pipe, or electrical components used by the owner or occupant of the premises in the conduct of ay building trades or building craft". According to the preliminary site plan submitted by the applicant, the owner will construct a 3,072 square foot building with space for vehicles, materials, and a small office. The applicant currently has space on the same street but would like to better secure his materials. This section of the South Prairie Subdivision was annexed into the City with the Lake Minnequa Annexation (Ord. #3646) in 1972 and was zoned B-3 at that time. Over time, this area has developed with a lighter industrial or business park setting with few traditional B-3 uses developed. The southern side of Farabaugh Lane is currently zoned B-3 although all the current uses are contractors' yard, storage, HVAC, and light industrial in nature. Across the street to the north a majority of the lots

have been zoned Business Park, with light industrial related storage, warehousing and transportation uses. To the north and east most of the Prairie Park Subdivision has been rezoned Business Park or properties have received special use permits in B-3 to allow self-storage. Existing businesses to the northwest and west are largely HVAC and plumbing companies. Finally, the area behind the property is undeveloped prairie zoned Business Park (BP) and likely to develop in a similar manner as the subject property. The applicant will be required to submit a commercial site plan for the proposed building, and it is in a Low Visibility Industrial area, PMC 17-4-49(f), which offers reduced standards for site development compared to properties within High Visibility designated Industrial areas.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 14, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-25-08 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2620 FARABAUGH LANE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed B-3, Highway and Arterial Business Zone District to I-2, Industrial Zone District:

LOT 7 BLK 5 SOUTH PRAIRIE SUB 2ND

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 _____.

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.

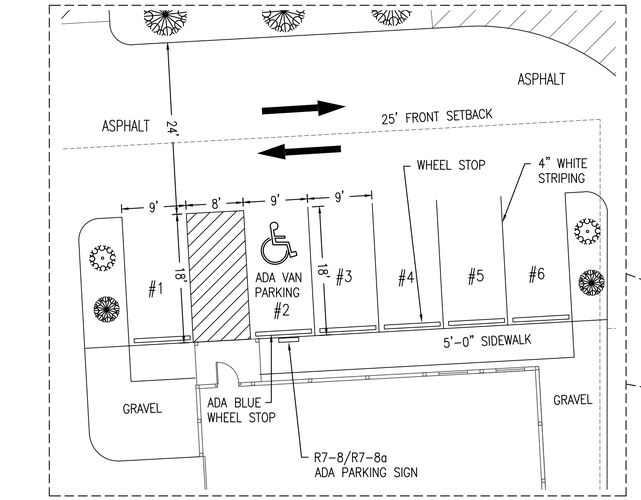
☐ Ordinance re-adopted on a vote of _____, on _____

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

_____
President of City Council

ATTEST

_____
City Clerk

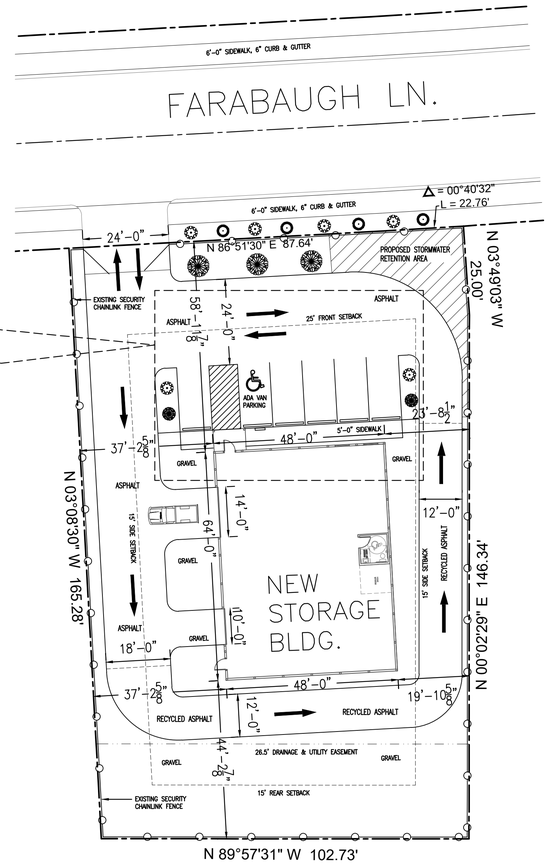


N

ENLARGED ADA PARKING PLAN

1" = 10'-0"

0 10'
SCALE: 1"=10'

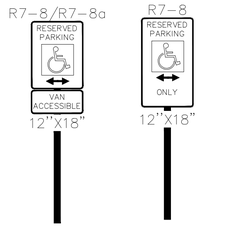


N

PRELIMINARY SITE PLAN

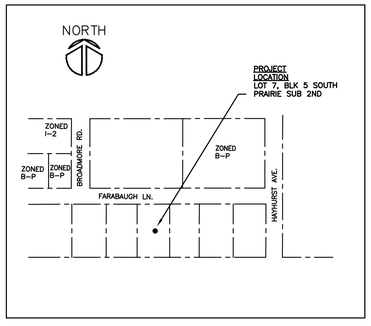
1" = 20'-0"

0 20'
SCALE: 1"=20'



H.C. PARKING SIGN DETAIL

N.T.S.



LOCATION MAP

PARKING CALCULATIONS

STORAGE FACILITY (1 EMPLOYEE ON ONE SHIFT)
+ (1 SPACE PER 1000 SQFT) = 5 SPACES

PARKING SPACES	ADA VAN PARKING	1
	PARKING	5
	TOTAL	6 SPACES

PROPOSED CHANGE OF EXISTING ZONING FROM B-3 TO I-2 FOR CONSTRUCTION STORAGE BUILDING PER MEETING ON 01-29-25

LEGAL DESCRIPTION

LOT 7, BLK 5 SOUTH PRAIRIE SUB 2ND
APN - 1514321007 (0.41 ACRES)

REVISIONS	DATE

ARCHITECTURAL DESIGN
INNOVATIVE CADD
NETWORK
PUEBLO WEST, COLO. 81007
PH. (719) 647-2095 FAX. (719) 547-0353
WEB SITE: WWW.ICNDRAFTING.COM

LEYBA STORAGE BLDG. - APN# 1514321007
LOT 7, BLK 5 "SOUTH PRAIRE" ON FARABAUGH LN.
PUEBLO, COLORADO 81004
PRELIMINARY SITE PLAN

DRAWN BY:	ICN
CHECKED BY:	WL
DATE DRAWN:	02-17-25
SCALE:	AS SHOWN
SHEET:	S1
OF:	

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, May 14th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

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

Commissioners Absent: None

Staff Members Present*:* Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

1. **Z-25-08** — **Rezone Lot 7, Block 5, South Prairie Park,** 0.41-acres from Highway and Arterial Business District (B-3) to Industrial Zone District (I-2) District. Staff report by Wade Broadhead, Sr. Planner.

   Hearing: Applicants William Leyba and Joseph Torguson were sworn in and spoke in support of the application. No one spoke in opposition.

   Commission Action: Bailey moved to recommend the rezoning application with 1 staff condition be forwarded to City Council for approval, seconded by Boston.

   Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

Z-25-08

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Sr. Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	May 14, 2025
SUBJECT:	**Highway and Arterial Business District (B-3) Zone District to Industrial District (I-2).**
APPLICANT:	**Joseph Torguson**
PROPERTY OWNER:	William Leyba
LOCATION:	Lot 7, Block 5, South Prairie Subdivision 2nd Filing, 2620 Farabaugh Ln
EXISTING ZONE:	B-3, Highway and Arterial Business Zone District
PROPOSED ZONE:	I-2, Industrial Zone District
PREVIOUS AND CURRENT BOARD ACTIONS:	None

REQUEST:
Applicant is requesting to rezone the subject property from Highway and Arterial Business District (B-3) Zone District to Industrial District (I-2)., to facilitate the construction of a contractor's yard and building.

BACKGROUND AND ANALYSIS:

The owner of 2620 Farabaugh Lane is seeking to rezone from B-3 to I-2 to facilitate the construction of 3,072 sq ft contractor's storage and warehousing building defined as a *contractor's yard* according to Pueblo Municipal Code Sec. 17-2-2(43)(b). While a *contractor's shop* is allowed as a use by right in a B-3, a *contractor's yard* is not allowed in a B-3 zone district and is a use by right in the I-2 Zone District. A *contractor's yard* means "land or buildings used primarily for the storage of equipment, vehicles, machinery, building materials, paints, pipe, or electrical components used by the owner or occupant of the premises in the conduct of ay building trades or building craft".

According to the preliminary site plan submitted by the applicant the owner will construct a 3,072 sq ft building with space for vehicles, materials, and a small office. The applicant currently space on the same street but would like to better secure his materials.

This section of the South Prairie Subdivision was annexed into the City with the Lake Minnequa Annexation (Ord. #3646) in 1972 and was zoned B-3 at that time. Over time, this area has developed with a lighter industrial or business park setting with few traditional B-3 uses taking shape. The southern side of Farabaugh Lane is currently zoned B-3 although all of the current uses are contractors' yard, storage, HVAC, and light industrial in nature. Across the street to the north a majority of the lots have been zoned Business Park, with light industrial related storage, warehousing and transportation uses. To the north and east most of the Prairie Park Subdivision has been

rezoned Business Park or properties have received special use permits in B-3 to allow self-storage. Existing businesses to the northwest and west are largely HVAC and plumbing companies. Finally, the area behind the property is undeveloped prairie zoned Business Park (BP) and likely to develop in a similar manner with the subject property.

The applicant will be required to submit a commercial site plan for the proposed building, and it is located in a Low Visibility Industrial area, PMC 17-4-49(f), which offers reduced standards for site development.

STAFF REVIEW AND FINDINGS:

The I-2 Zone District is intended to provide areas for manufacturing, warehousing and limited retailing products, which by their inherit characteristics and the operations involved are not obnoxious to one another or surrounding uses. The development of the South Prairie Subdivision has mirrored that of the Graneros Industrial Park, located west of the rezoning site, with low level industrial, storage, and warehouse uses. Indoor and outdoor storage are located immediately north and east of the rezoning site. The 2022 Pueblo Comprehensive Plan identified this area in the future land use map as Light Industry further reinforcing the existing development pattern. The primary land uses in the Comprehensive Plan Light Industry Future Land Use Category includes research and development, manufacturing, processing, maintenance/repair shops, warehousing, and distribution. The proposed use is compatible with the existing development in the immediate area and Comprehensive Plan.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The site is undeveloped gravel lot.

- **Neighborhood Compatibility:**

Zone:	Developed with:	
North	Highway and Arterial (B-3) Zone and Business Park Zone District and Business Park (BP)	warehousing and mini storage buildings
East	Highway and Arterial (B-3) Zone (B-3) Zone District and Industrial Zone District (I-2)	outdoor storage
South	Business Park (B-P) Zone District	Undeveloped prairie
West	Highway and Arterial (B-3) Zone Business Park Zone District and Business Park (BP)	various light industrial uses

- **Comprehensive Plan Compliance:**
  The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Light Industry. Light Industry future land use areas are characterized by areas that include industrial uses that require larger sites and have a greater impact on the surrounding areas, including uses that feature outdoor storage and other on-site activities. The applicants plan to redevelop the property with a contractor's yard, which is similar in size and scope to surrounding development, and staff has determined that the proposed rezoning is generally consistent with the comprehensive plan designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- **Minimum lot size and area:**

- The I-2 Zone District requires a minimum of 10,000 square foot of lot area, with a minimum of 50-foot-wide street frontage.
- Lot 7, Block 5, S. Prairie Park Sub #2 is a 17,8590 square foot lot with a width if 87-feet along Farabaugh Lane. The site exceeds the minimum requirements for the I-2 zone district.

- **Lot coverage:**
  - The draft site plan shows the proposed building occupying less than 50% of the lot.
  - There is no building on the lot currently.

- **Zone District performance standards:**

The I-2 Performance Standards in an effort to minimize development impacts on the surrounding neighborhood and are described in detail below:

a. Sounds resulting from the industrial or business activity shall not exceed an intensity of sixty (60) decibels at the outer boundaries of the parcel.
b. No vibration resulting from the industrial or business activities shall be measurable at the outer boundaries of the parcel.
c. No obnoxious or noxious odors resulting from the industrial or business activities shall be discernible at the outer boundaries of the parcel
d. Smoke emission shall not exceed Number 2 on the Ringelmann Chart
e. No dust, dirt or fly ash shall exceed two-tenths (.2) grain per cubic foot of flue gas at a stack temperature of five hundred degrees (500º) Fahrenheit.
f. No noxious gases resulting from the industrial or business activity shall be discernible at the outer boundaries of the parcel
g. No glare or heat shall be discernible beyond the outer boundaries of the parcel.
h. Industrial wastes shall be so deposited, stored and transmitted from the parcel as to not be objectionable to adjacent properties or create a public nuisance
i. All outdoor storage areas shall be suitably fenced

According to the application and site plan, provided by the applicant, the proposed use will not generate excessive noise, fumes, or glare. The site is already cleared, graveled, graded and fenced with a tall chain link fence. Most storage and use will take place inside the building and reduce the chance for excessive neighborhood disruption.

PMC 17-4-49(f) describes the design standards for low visibility areas and the preliminary site plan, submitted by the applicant, shows that they will comply with the landscaping, parking, and other requirements of the low visibility area. An architectural elevation was not submitted but staff will work with the applicant to comply with the architectural requirements for the new building during commercial site plan review process. The applicant will have limited outdoor storage, limited to the rear of the lot mostly screened by the building, reducing visual impacts on the neighborhood.

RECOMMENDED ACTION:

Should the Planning and Zoning Commission make the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate with the following staff conditions:

1. Any outdoor storage prior to a commercial site plan and a new building shall be screened by an opaque fence along the primary Farabaugh Lane frontage and fenced with chain link or similar on other property boundaries.

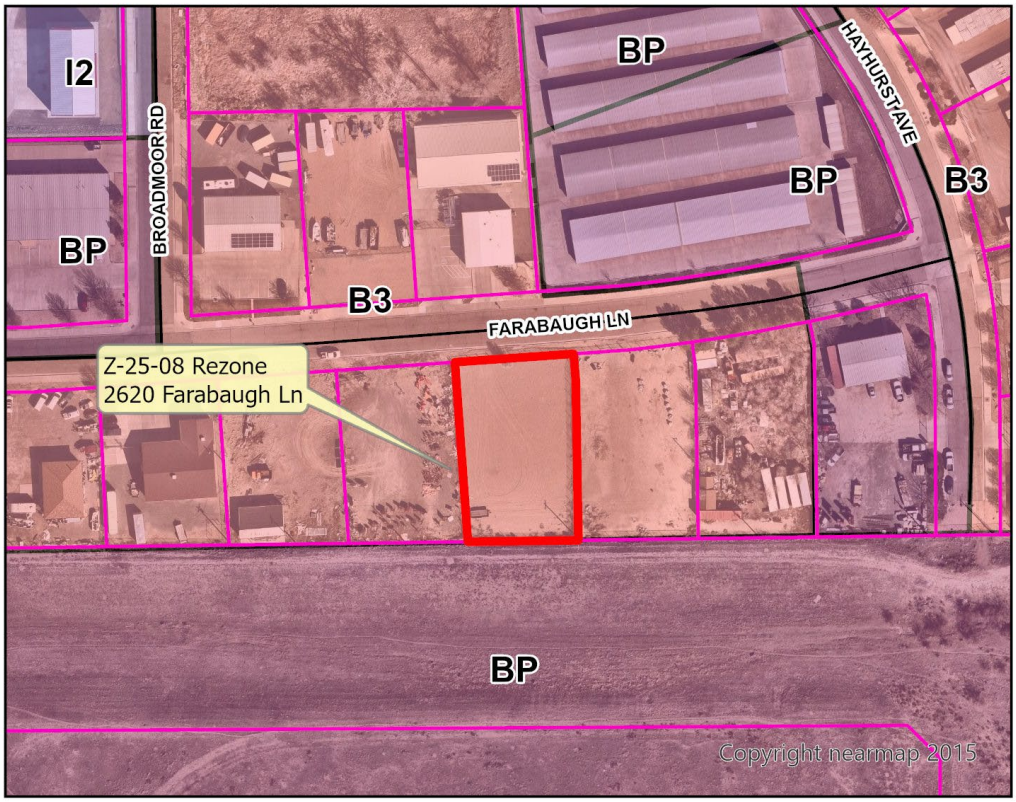
ATTACHMENTS:

- **A. Location Map**
- **B. Zoning Map**
- **C. Comprehensive Plan Map**
- **D. Site Photographs**
- **E. Rezoning Exhibit**
- **F. Application**
- **G. Preliminary Commercial Site plan**

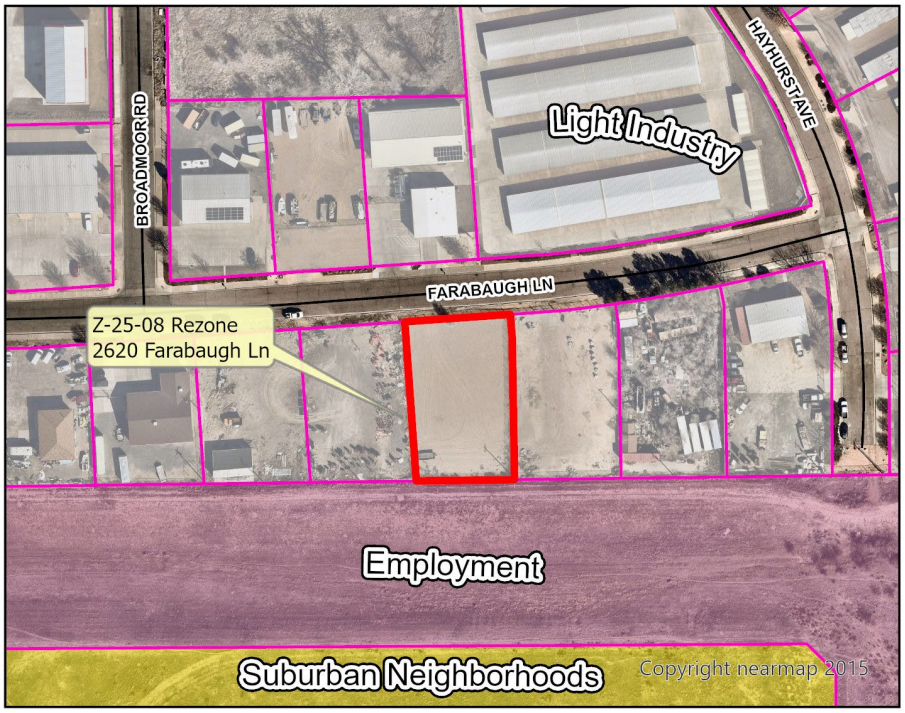
A. Location Map



B. Zoning Map



C. Comprehensive Plan Map



D. Site Photographs



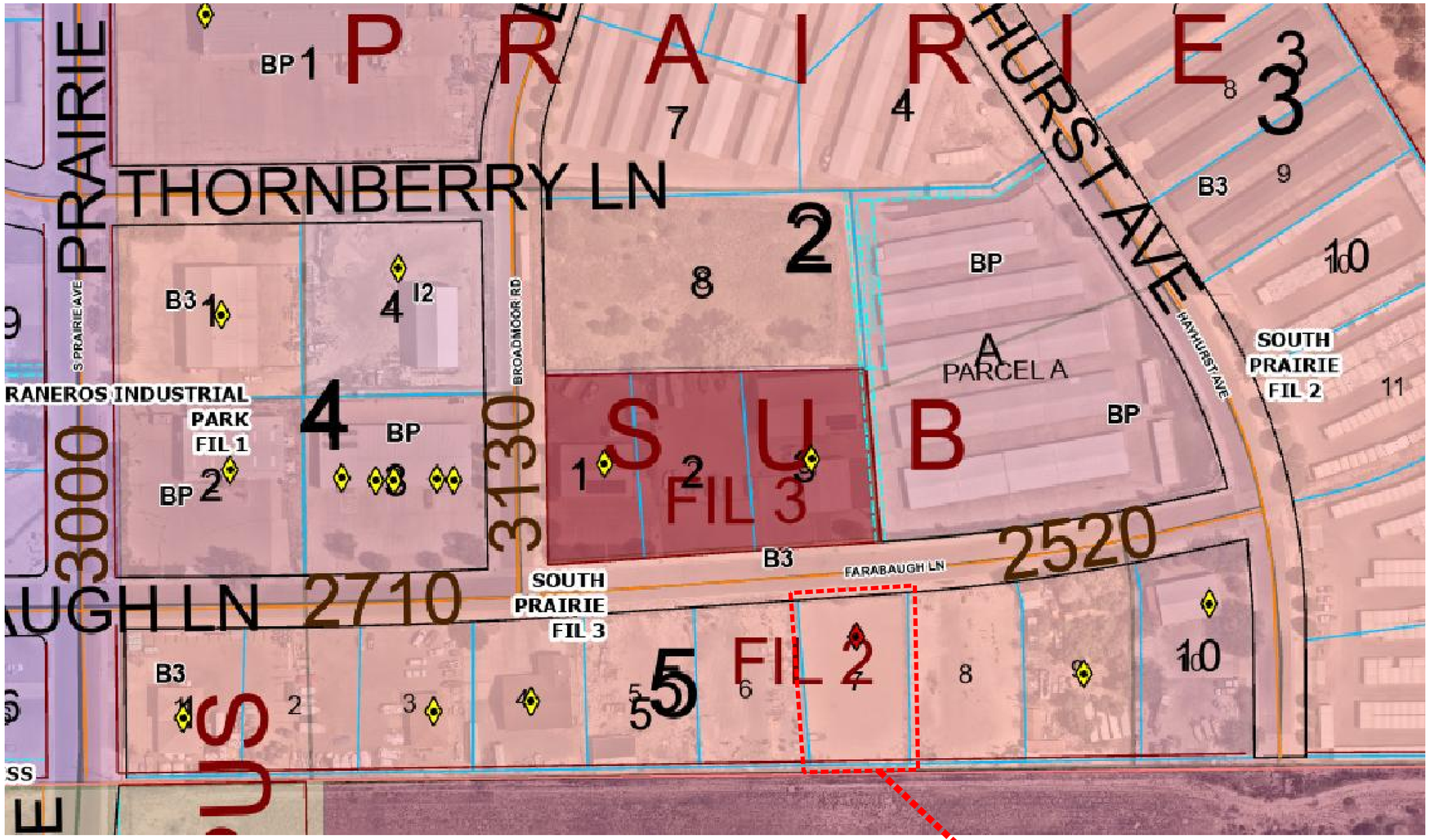
Proof of posting on chain link fence.



Existing condition across the street to the north showing self-storage buildings



Overview of the site with chain link fencing and gravel lot.

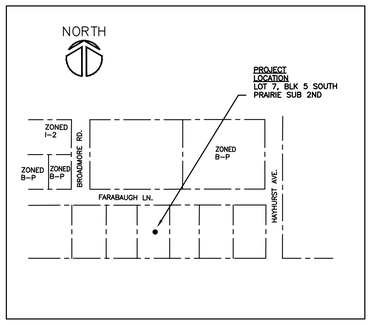


LOT 7 TO BE REZONED FROM B–3 TO I–2 FOR CONSTRUCTION STORAGE BUILDING

REZONING EXHIBIT MAP

1" = 60'–0"

SCALE: 1"=60'



LOCATION MAP

PROPOSED CHANGE OF EXISTING ZONING FROM B–3 TO I–2 FOR CONSTRUCTION STORAGE BUILDING PER MEETING ON 01–29–25

LEGAL DESCRIPTION

LOT 7, BLK 5 SOUTH PRAIRIE SUB 2ND
APN – 1514321007 (0.41 ACRES)

REVISIONS	DATE

ARCHITECTURAL DESIGN
INNOVATIVE CADD
NETWORK
PUEBLO WEST, COLO. 81007
PH. (719) 647–2095 FAX. (719) 547–0353
WEB SITE: WWW.ICNDRAFTING.COM

LEYBA STORAGE BLDG. – APN# 1514321007
LOT 7, BLK 5 "SOUTH PRAIRE" ON FARABAUGH LN.
PUEBLO, COLORADO 81004
REZONING EXHIBIT MAP

DRAWN BY:	ICN
CHECKED BY:	WL
DATE DRAWN:	04–08–25
SCALE:	AS SHOWN
SHEET:	MP1
OF:	

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: william leyba	
Company:	
Address: 1514 lynn meadows	Zip: 81005
Phone: ( ) 719 251 8746	Email: bandrhomerepair@msn.com
Applicant	
Name: william leyba	
Company:	
Address: 1514 lynn meadows	Zip: 81005
Phone: ( )	Email: jtorguson@aol.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Joseph torguson	
Company: ICN	
Address:	Zip:
Phone: ( )	Email: jtorguson@aol.com
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location:
(address or general description)

Parcel# 1514321007

Legal Description: (lot 7, blk 5 south prairie Park

Subdivision: sub 2 Acreage: .5

Existing Zone District: B3	**Proposed Zone District:** I2

7-29-20

Scanned with CamScanner

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify): from B3 to I2

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

we are wanting to build a building to be used as housing to store materials for construction purposes, we currently are renting a building next door and would like to build our own building,

Description of area surrounding proposed development:

mainly warehouses and storage units with a few businesses in between

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.

i don't see any negative effect this building will have on traffic nor environmental i feel strongly with us developing this lot it will improve the area and have one less vacant lot

☑ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: 8/25

Estimated date for completion of project: 2/26

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☑ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date: ☐ Approved ☐ Denied ☐ Approved w/conditions	

Scanned with CamScanner

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:	William Leyba	
Signature:		Date: 2-18-25
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

Scanned with CamScanner

April 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Joseph Torguson for the approval of the following application:

Z-25-08 Rezone: Rezoning **of 0.41 acres** located at Lot 7, Block 5, South Prairie Park. from Highway and Arterial Business District (B-3) Zone District to Industrial (I-2) Zone District.

The Planning and Zoning Commission meeting will be held on **May 14, 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 Wade Broadhead, Sr. Planner
(719) 553-2259

April 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Joseph Torguson for the approval of the following application:

Z-25-08 Rezone: Rezoning **of 0.41 acres** located at Lot 7, Block 5, South Prairie Park. from Highway and Arterial Business District (B-3) Zone District to Industrial (I-2) Zone District.

The Planning and Zoning Commission meeting will be held on **May 14, 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 Wade Broadhead, Sr. Planner
(719) 553-2259

April 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Joseph Torguson for the approval of the following application:

Z-25-08 Rezone: Rezoning **of 0.41 acres** located at Lot 7, Block 5, South Prairie Park. from Highway and Arterial Business District (B-3) Zone District to Industrial (I-2) Zone District.

The Planning and Zoning Commission meeting will be held on **May 14, 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 Wade Broadhead, Sr. Planner
(719) 553-2259

April 27, 2025

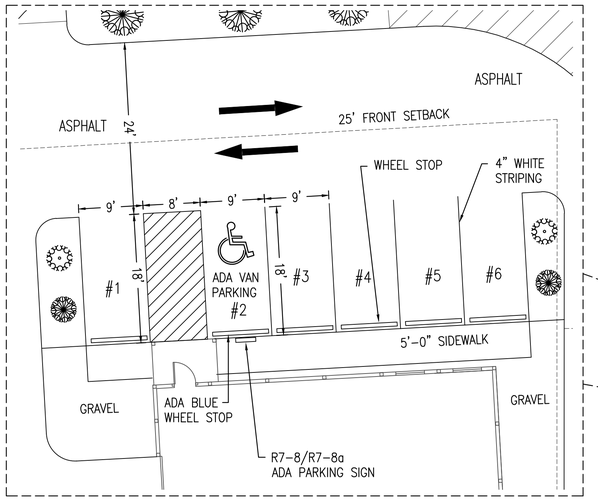
The City Planning and Zoning Commission will hold a public hearing on a request from Joseph Torguson for the approval of the following application:

Z-25-08 Rezone: Rezoning **of 0.41 acres** located at Lot 7, Block 5, South Prairie Park. from Highway and Arterial Business District (B-3) Zone District to Industrial (I-2) Zone District.

The Planning and Zoning Commission meeting will be held on **May 14, 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 Wade Broadhead, Sr. Planner
(719) 553-2259

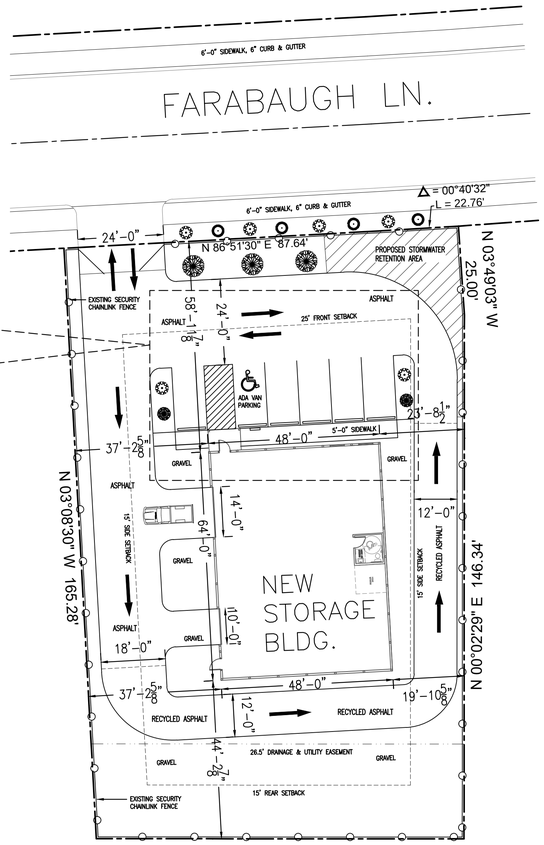


N

ENLARGED ADA PARKING PLAN

1" = 10'-0"

0 10'
SCALE: 1"=10'

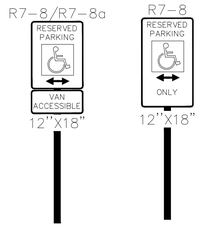


N

PRELIMINARY SITE PLAN

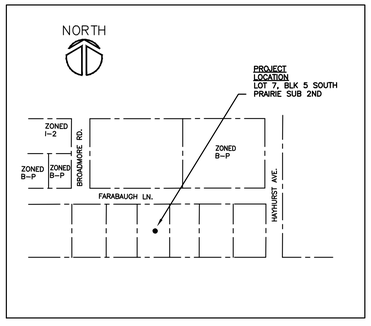
1" = 20'-0"

0 20'
SCALE: 1"=20'



H.C. PARKING SIGN DETAIL

N.T.S.



LOCATION MAP

PARKING CALCULATIONS

1

WAREHOUSE FACILITY (1 SPACE PER 800 SQFT.)
3072 SQFT BLDG. DIVIDED BY 800 = 4 SPACES REQ'D.
TOTAL SPACES PROVIDED = 6

PARKING SPACES	ADA VAN PARKING	1
	PARKING	5
	TOTAL	6 SPACES

PROPOSED CHANGE OF EXISTING ZONING FROM B-3 TO I-2 FOR CONSTRUCTION STORAGE BUILDING PER MEETING ON 01-29-25

LEGAL DESCRIPTION

LOT 7, BLK 5 SOUTH PRAIRIE SUB 2ND
APN - 1514321007 (0.41 ACRES)

REVISIONS	DATE
1 PARKING CALC'S	04-08-25

ARCHITECTURAL DESIGN
INNOVATIVE CADD
NETWORK
PUEBLO WEST, COLO. 81007
PH. (719) 647-2095 FAX. (719) 547-0353
WEB SITE: WWW.ICNDRAFTING.COM

LEYBA STORAGE BLDG. - APN# 1514321007
LOT 7, BLK 5 "SOUTH PRAIRE" ON FARABAUGH LN.
PUEBLO, COLORADO 81004
REVISED PRELIMINARY SITE PLAN

DRAWN BY:	ICN
CHECKED BY:	WL
DATE DRAWN:	04-08-25
SCALE:	AS SHOWN
SHEET:	S1
OF:	

CASE NUMBER: Z-25-08

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 1514321007. 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.

4-28-25 Mailed by Cindy Capritta
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Karen Elgin

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 1514321007.upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

5-1-25 - Photo downloaded to case file by Planner
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Karen Elgin

Owner	Street	City	State	Zip
MUNIZ JUAN I + DEJESUS MUNIZ MARIA	2700 FARABAUGH LN	PUEBLO	CO	81004-5804
BUSTILLOS DOUG J/BUSTILLOS TRACY L	1322 LONGWOOD AVE	PUEBLO	CO	81004-1045
TAYLOR ZANE LEE	1104 TOPAZ PL	PUEBLO	CO	81004-2465
MILLER DOUG/VALDEZ SHAWNA	522 LINDA VISTA AVE	PUEBLO	CO	81005-1711
MALDONADO FAMILY TRUST + RON, ELIZABETH MALDONADO	1611 KINGSROYAL BLVD	PUEBLO	CO	81005-2164
LEYBA WILLIAM R/LEYBA REBECCA R	1514 LYNN MEADOWS DR	PUEBLO	CO	81005-5596
MICHELI FAMILY TRUST + BRAD, JEANETTE MICHELI	4330 CARLILE AVE	PUEBLO	CO	81005-1003
4G FAMILY LIVING TRUST DATED JANUAR	445 YUCCA ST	PUEBLO	CO	81005-1034
D B R ENTERPRISES LLC	3130 BROADMOOR RD	PUEBLO	CO	81004-5842
BROADMOOR LLC	35 PASADENA DR	PUEBLO	CO	81005-2985
O NEAL SUSAN C/O NEAL JAMES E JR/O + 351 PARTNERSHIP LTD , C/O SANDY WATERS	25101 RIDGE WAY	GOLDEN	CO	80401-9633
PUEBLO SPT LLC	431 OGDEN LN	NEW BRAU	TX	78130-2980

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1305 EAST 4TH STREET AND 1302 EAST 5TH STREET FROM O-1, NEIGHBORHOOD OFFICE ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 1.07-acres from O-1, Neighborhood Office District to R-5, Multiple Residential and Office Zone District to facilitate multi-family workforce housing.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In 2023, the City of Pueblo entered into an agreement with Pueblo Community Health Center to reimburse the Pueblo Community Health Center for the demolition of the structures that inhabited the subject site. In return, the Health Center deeded the property to the City. In March 2024, the City entered into Program Participation Agreement with the Colorado Housing and Finance Authority to fund a consultant to complete a workforce housing planning and technical analysis of the site. The consultant provided three options for the potential workforce housing development of the site that included 18 units, 36 units, and 48 units. The multi-family housing concepts include both two- and three-story building designs. Each of the concepts incorporated general designs for off-street parking and stormwater detention. Based on these concepts, the Planning and Housing Divisions determined that the R-5, Multiple Residential and Office District was the most appropriate zone district to move forward when one of the concepts is selected.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 14, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-25-09 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1305 EAST 4TH STREET AND 1302 EAST 5TH STREET FROM O-1, NEIGHBORHOOD OFFICE ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from O-1, Neighborhood Office Zone District to R-5, Multiple-Residential and Office Zone District:

Lots 49-54 INC BLK 151 Fletcher Hill Subdivision, containing .41 acres
Lots 1-10, INC BLK 151 Fletcher Hill Subdivision containing .66 acres

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 _____.

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


Rezone Lots 1-10 INC, Blk 151 Fletcher Hill Subdivision, .66 acres from O1 to R-5
Rezone Lots 49-54 INC, Blk 151 Fletcher Hill Subdivision .41 acres from O-1 to R-5
O1
R2
R2
R4
R5
E 4TH ST
N

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, May 14th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

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

Commissioners Absent: None

Staff Members Present*:* Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

3. Z-25-09 **Rezone 5th & Lacrosse,** rezone two parcels located at E 5th St and N Lacrosse Ave from Neighborhood Office (O-1) to Multiple-Residential and Office (R-5) Zone District. Staff report by Beritt Odom, Principal Planner

Hearing: No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezone application be forwarded to City Council for approval, seconded by Spinuzzi.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

Z-25-09

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	May 14, 2025
SUBJECT:	Rezone from O-1, Neighborhood Office District to R-5, Multiple-Residential and Office District.
APPLICANT:	City of Pueblo
PROPERTY OWNER:	City of Pueblo
LOCATION:	1302 E. 5th St. and 1305 E. 4th Street
CONCURRENT CASES:	None

REQUEST:
The applicant is requesting to rezone 1.07 acres, from O-1, Neighborhood Office District to R-5, Multiple Residential and Office District to facilitate multifamily workforce housing.

BACKGROUND AND ANALYSIS:

In 2023, the City of Pueblo entered into an agreement with Pueblo Community Health Center to reimburse the Pueblo Community Health Center for the demolition of the structures that inhabited the subject site. In return, the Health Center deeded the property to the City. In March 2024, the City entered into Program Participation Agreement with the Colorado Housing and Finance Authority to fund a consultant to complete a workforce housing planning and technical analysis of the site. The consultant provided three options for the potential workforce housing development of the site that included 18 units, 36 units, and 48 units. The multi-family housing concepts include both two- and three-story building designs. Each of the concepts incorporated general designs for off-street parking and stormwater detention. Based on these concepts, the Planning and Housing Divisions determined that the R-5, Multiple Residential and Office District was the most appropriate zone district to move forward when one of the concepts is selected.

LAND USE AND PLANNING COMMENTS
CHARACTER AND COMPATIBILITY

Site Character: The site is currently undeveloped.

Neighborhood Compatibility:
North S-1, Government Use District, Risley International Academy of Innovation (middle school).

East R-2, Single-Family Residential District, developed with single family homes.
R-4, Mixed Residential District, developed with single-family homes.

South R-4, Mixed Residential District, developed with single family homes.
E. 4th Street, four-lane principal arterial roadway

West R-2, Single-Family Residential District, developed with single family homes.
R-4, Mixed Residential District, developed with single-family homes.

COMPREHENSIVE PLAN:

The site is designated as Neighborhood Mixed-Use by the Pueblo Regional Comprehensive Plan, 2022.

According to the Comprehensive Plan, Neighborhood Mixed-Use future land use areas are characterized by small-scale retail and commercial activity and neighborhood-supportive services that provide residents with access to everyday needs within walking or bicycling distance from home. Supporting land uses include multi-family dwellings, community facilities, and other neighborhood-serving uses. Optimal residential densities are less than 16 dwelling units per acre; however, densities may be higher based on community and neighborhood context.

The proposed multifamily residential use is appropriate within the Neighborhood Mixed-Use land use designation.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE
The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

❑ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

❑ Comments **Not applicable**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

❑ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

❑ Comments

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

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **No site plan was provided**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments

RECOMMENDED ACTION:

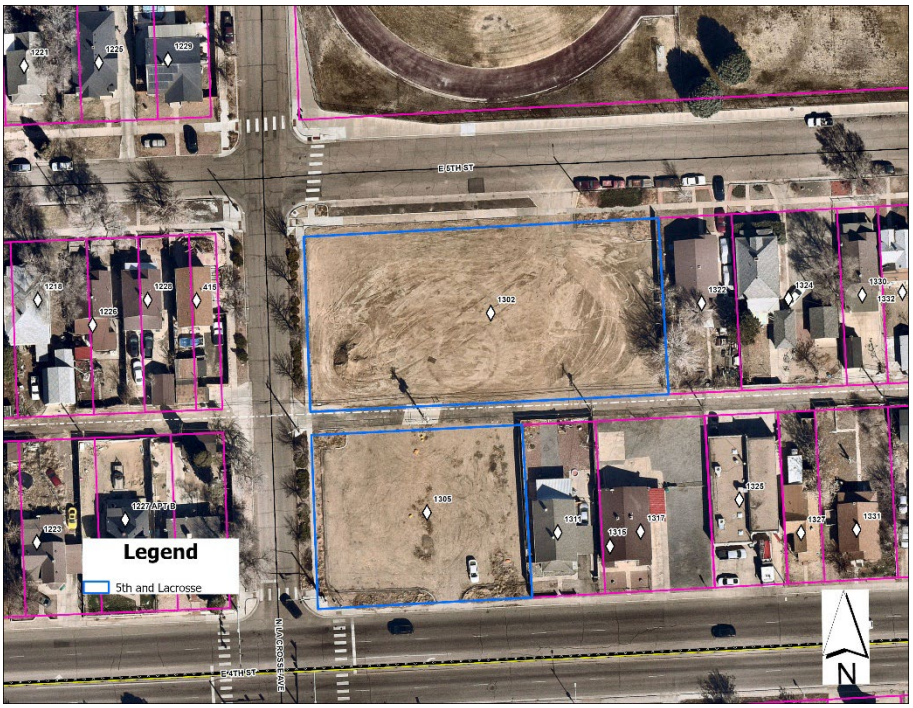
If the Planning and Zoning Commission makes the necessary findings, a recommendation to City Council for approval of the rezone request is appropriate.

REFERRAL AGENCIES AND COMMENTS:

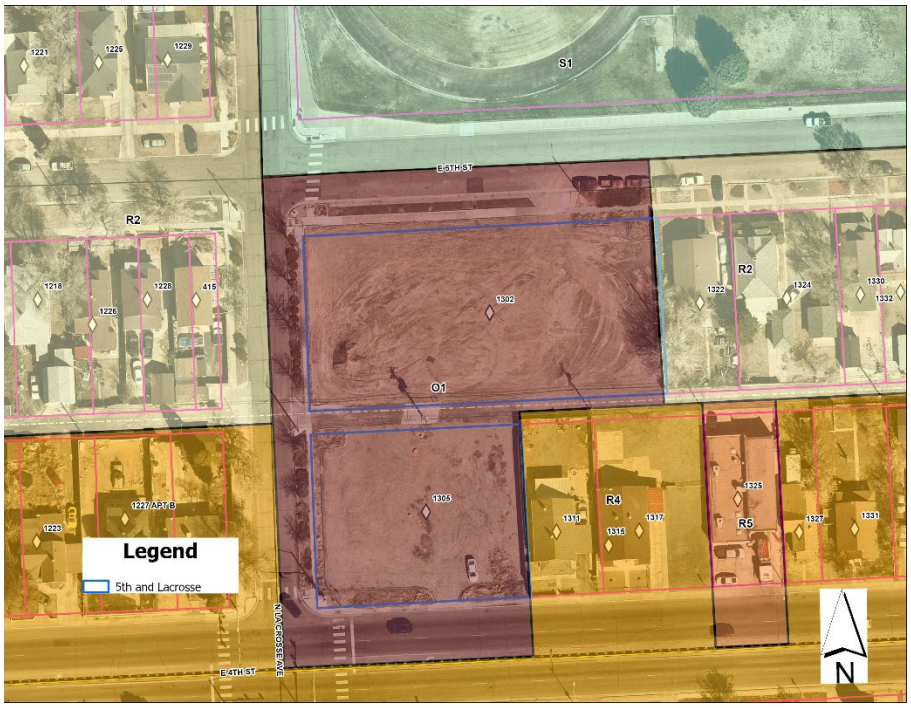
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

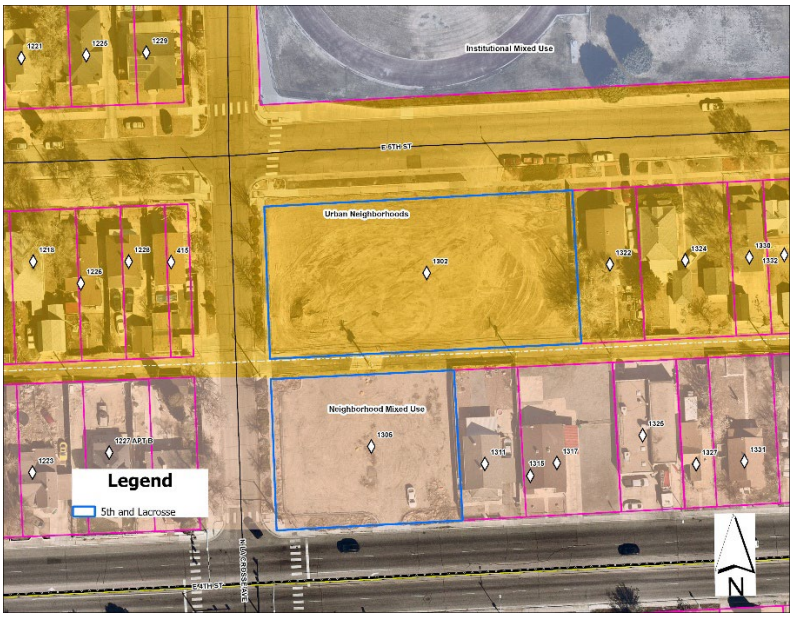
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. Zoning Exhibit
F. Application
G. Tentative Site Plans



A. Aerial Photograph of the Rezoning Site



B. Zoning Map of the Rezoning Site



C. Comprehensive Plan of the Rezoning Site



D. Public Notice



D. Rezoning site looking southeast from N. LaCrosse Ave.



D. Rezoning site looking northeast from N. LaCrosse Ave.



D. Rezoning site looking north from N. LaCrosse Ave.


Rezone Lots 1-10 INC, Blk 151 Fletcher Hill Subdivision, .66 acres from O1 to R-5
Rezone Lots 49-54 INC, Blk 151 Fletcher Hill Subdivision .41 acres from O-1 to R-5
O1
R2
R2
R4
R5
E 4TH ST
N

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: City of Pueblo		Name: Scott Hobson	
Company		Company: City of Pueblo	
Address: #1 City Hall Place	Zip: 81003	Address: 211 E. D. St	Zip: 81003
Phone: (719) 553-2655		Phone: (719) 553-2259	
Email:		Email: shobson@pueblo.us	
Engineer		**Surveyor**	
Name:		Name:	
Company:		Company:	
Address:	Zip:	Address:	Zip:
Phone: ( )		Phone: ( )	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Rezone City-owned Property @ 5th LaCrosse

Parcel No(s): 432206010, 432206020

Existing Zone: O-1 | Proposed Zone (if applicable): R-5

PUD Name (if applicable):

Project Scope

Project Name: Rezone Property @ 5th LaCrosse (old Pctc property) 0.521 acres

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
Rezone City-Owned Property at 5th & LaCrosse (old PCHC property)
Lots 49 to 54 inc Blk 151 Fletcher Hill Sub containing 0.1950 acres - 432206010
Lots 1 to 10 inc Blk 151 Fletcher Hill Sub containing 0.326 acres 432206020

What is the total acreage included in the project? 0.521 acres

What is the proposed use of the property?

☐ Commercial ☒ Multi-family ☐ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☐ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☐ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☐ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

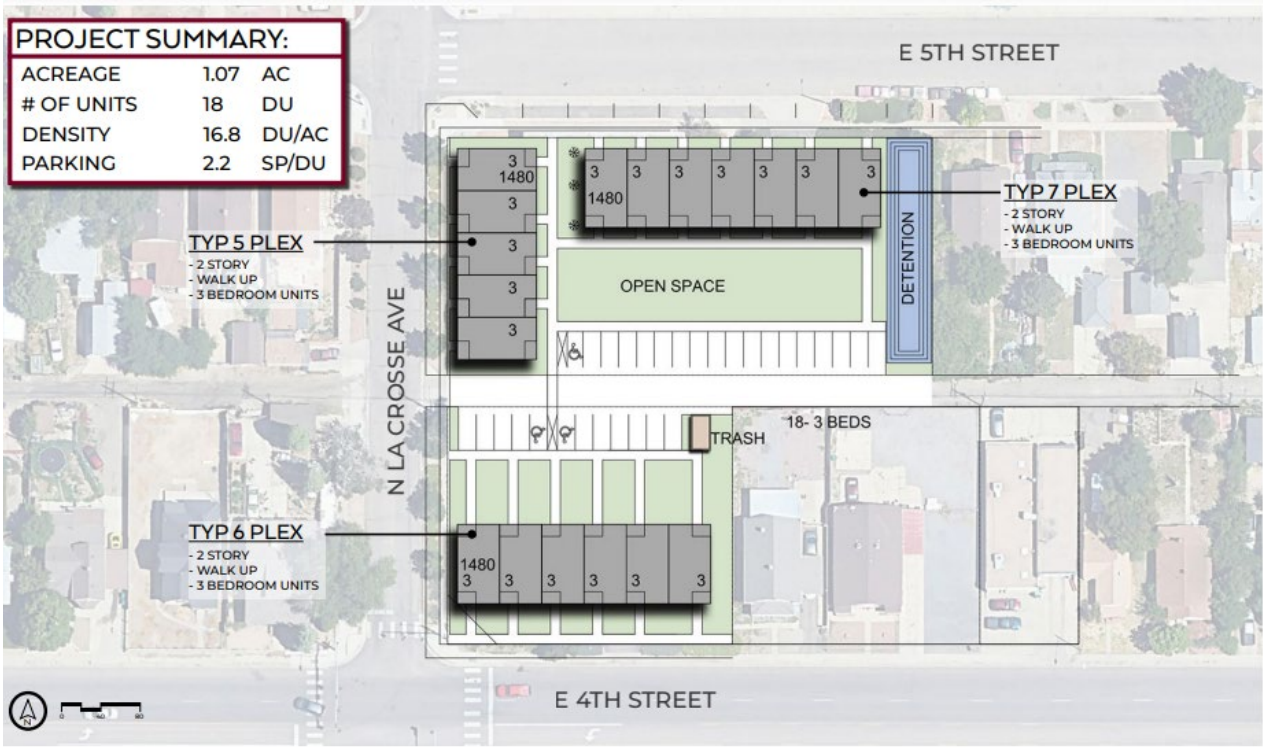
Property Owner		
Print Name:		
Signature:		Date:
Applicant, if different from Property Owner		
Print Name:	Scott Hobson Acting Director of Planning & Community Develop.	
Signature:	X for Scott Hobson	Date: 3-5-2025

Office Use Only

Zoning Compliance (Completed by City Staff)		
Application checked for completeness by:	Date:	Fee Paid:

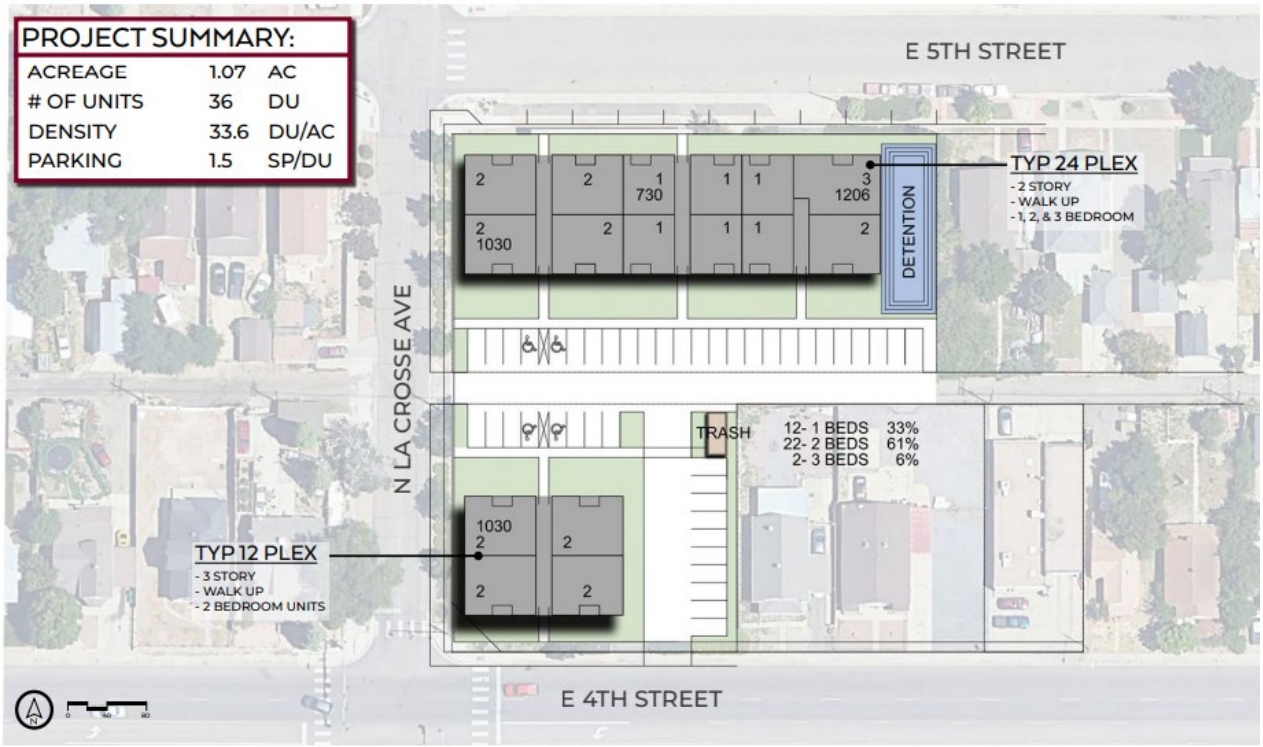
Site A+B: 3 Options

1. 18 Units - 12 townhomes on Site A (2 story) + 6 apartments on Site B (2 Story)



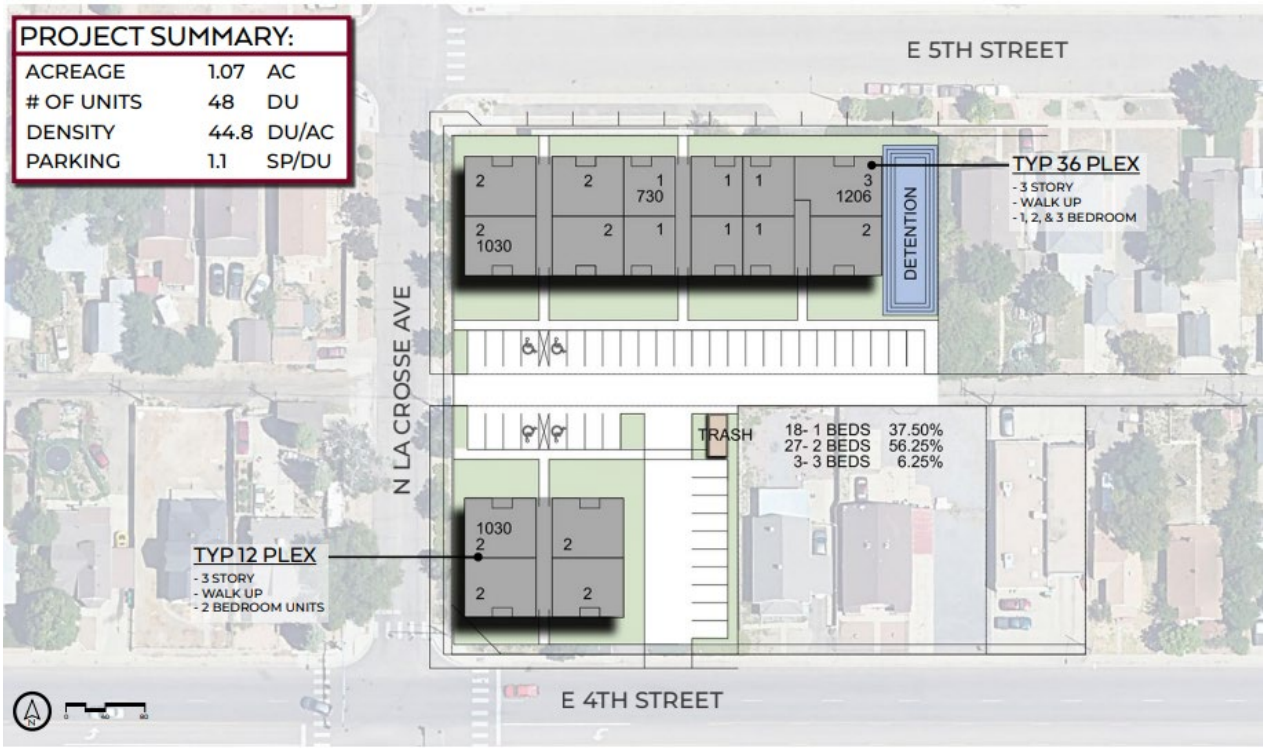
KEPHART/The Espinosa Group: Site A+B: Option #1

2. 36 Units – 24 apartments on Site A (2 story) +12 apartments on Site B (3 Story)



KEPHART/The Espinosa Group: Site A+B: Option #2

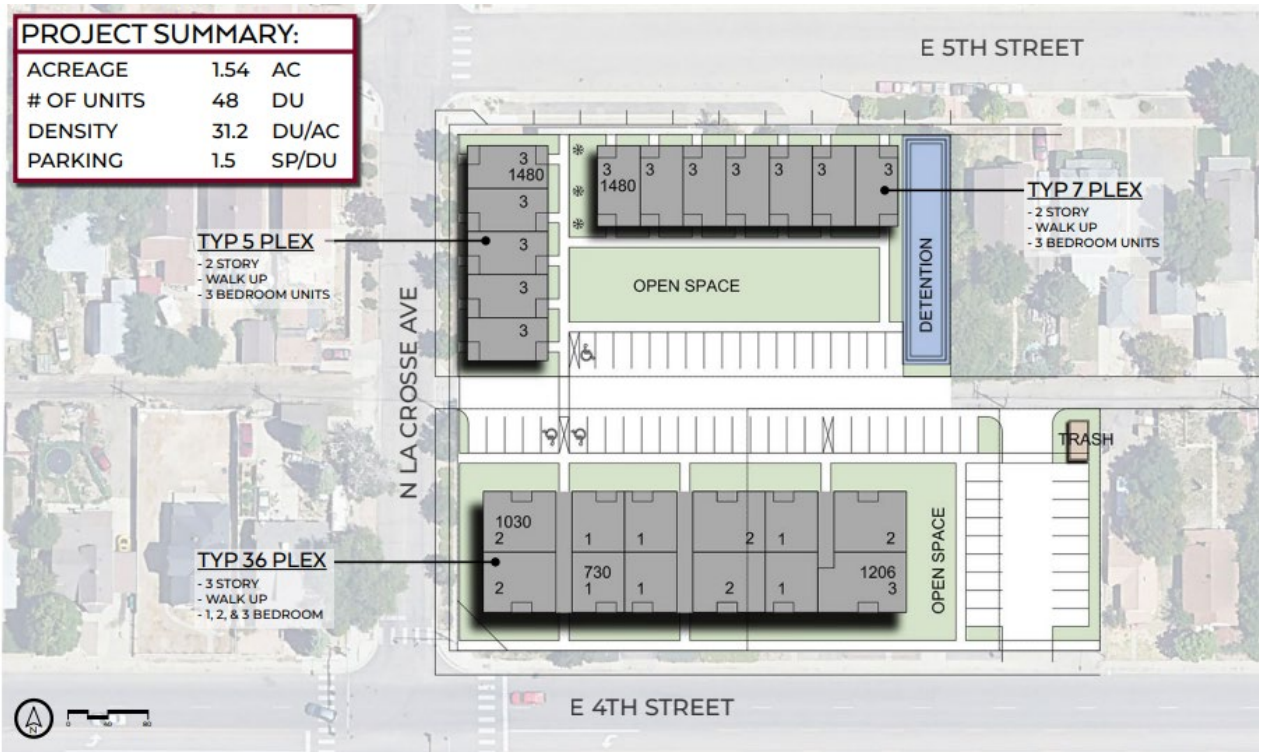
3. 48 Units – 36 apartments on Site A (3 story) +12 apartments on Site B (3 Story)



KEPHART/The Espinosa Group: Site A+B: Option #3

Site A+B+C: 2 Options

1. 48 Units - 12 townhomes on Site A (2 story) + 36 apartments on Site B&C (3 story)



KEPHART/The Espinosa Group: Site A+B+C: Option #1

2. 72 Units - + 36 apartments on Site A (3 story) + 36 apartments on Site B&C (3 story)



KEPHART/The Espinosa Group: Site A+B+C: Option #2

Housing Units:

The Sponsor requested the TA team fully explore these design options for the Project:

- **Site A+B. Option #1 & Site A+B: Option #2**

The Sponsor also elected to explore a maximization of density. This would most likely include future LIHTC financing with **Site A+B Option #3** & also **Site A+B+C Option #1 & #2** (in the event the Sponsor can potentially acquire the Parcel C.)

This report will explore **Site A+B. Options #1 & #2 (non LIHTC options)**

Site A+B (Option #1) Unit Type	Units	Size	Proposed Rent	Income Level
3 bed/2 bath	18	1,250 sf	$ 1,470/month	60% AMI
TOTAL	**18**	**22,500 sf**	**$317,520/year**	**60% AMI (avg.)**
Site A+B (Option #2) Unit Type	**Units**	**Size**	**Proposed Rent**	**Income Level**
1 bed/1 bath	2	600 sf	$707/month	40% AMI
	2	600 sf	$883/month	50% AMI
	8	600 sf	$1,060/month	60% AMI
Sub-Total	**12**	**7,200 sf**	**$139,920/year**	**55% AMI**
2 bed/1 bath	6	800 sf	$ 848/month	40% AMI
	6	800 sf	$1,060/month	50% AMI
	10	800 sf	$1,272/month	60% AMI
Sub-Total	**22**	**17,600 sf**	**$290,016/year**	**52% AMI**
3 bed/2 bath	1	1,100 sf	$1,225/month	50% AMI
	1	1,100 sf	$1,470/month	60% AMI
Sub-Total	**2**	**2,200 sf**	**$32,340/year**	**55% AMI**
TOTAL	**36**	**27,000 sf**	**$462,276/year**	**53% AMI (avg.)**

Sustainability Features:

The housing units will incorporate a variety of sustainability features to minimize environmental impact and reduce utility costs for residents. These features include:

- **Energy-Efficient Design**:
  The buildings may be constructed with high-performance insulation, energy-efficient windows, and low-energy lighting. These measures will help to reduce energy consumption and lower residents' utility bills.
- **Renewable Energy**:
  The Project may explore the inclusion of renewable energy sources, such as solar panels, to further reduce the environmental footprint of the development.
- **Water Conservation**:
  Low-flow fixtures and water-efficient landscaping may be utilized to conserve water and reduce overall consumption.
- **Green Building Materials**:
  Wherever possible, the Project may use sustainable building materials that have a lower environmental impact, including recycled content, locally sourced materials, and non-toxic finishes.

Community Integration:

The Project may be designed to foster a sense of community among residents while maintaining compatibility with the existing neighborhood.

Key elements include:

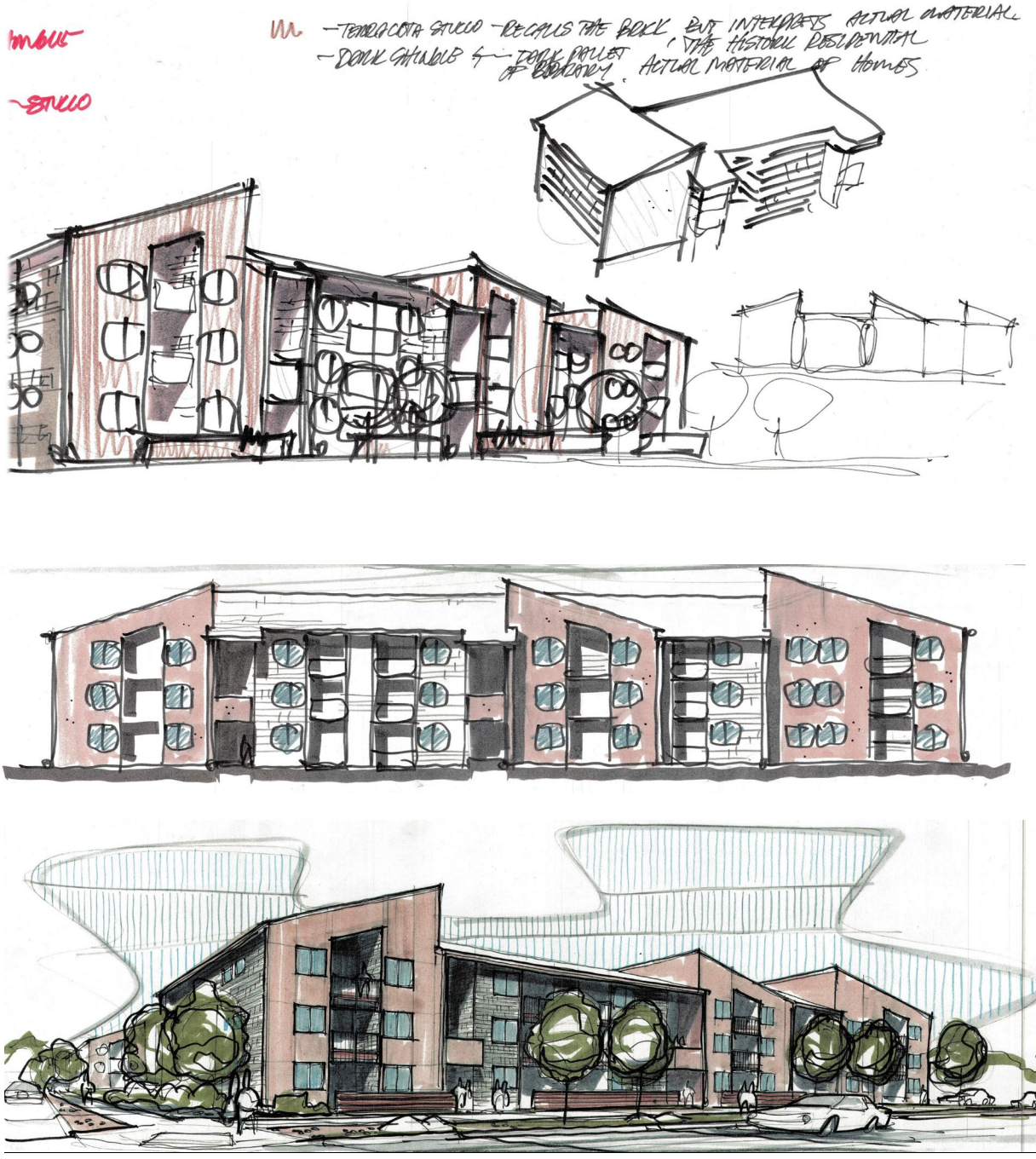
- **Shared Amenities**: The Project may include common spaces such outdoor seating areas. These amenities are intended to encourage social interaction and create a vibrant community atmosphere which aligns with the location of the Project along a main street.
- **Pedestrian-Friendly Design**: The site layout will prioritize pedestrian access, with well-lit pathways and safe crossings that connect residents to local schools, parks, and businesses.
- **Landscaping**: The landscaping plan will incorporate native plants and green spaces that enhance the aesthetic appeal of the development and provide recreational opportunities for residents.

Accessibility:

The Project must ensure that all housing units are accessible to individuals with disabilities, in compliance with the Americans with Disabilities Act (ADA). Features such as ramped entrances, wide doorways, and accessible bathrooms will be included to accommodate residents with mobility challenges.

3 Story Apartment & 2 Story Townhome Building Design Sketches

The sketches below are the working sketches of the 3 Story Apartment and 2 Story Townhome buildings. The sketches evolve from less to more detail, respecting the design considerations of the neighborhood.



3 Story Walkup Apartment Building Rendering: KEPHART



2 Story Townhome Rendering: KEPHART

April 28th, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from **Scott Hobson, Acting Director** for the approval of the following application:

Z-25-09: Rezone two parcels located at E 5th St and N Lacrosse Ave from Neighborhood Office (O-1) to Multiple-Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **May 14th at 3:30 pm**, in City Council Chambers, 1 City Hall Place, Pueblo, CO. The public meeting will be recorded and can be watched via Zoom, but no testimony will be heard virtually. You are welcome to attend this public hearing in person to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Beritt Odom, Principal Planner
(719) 553-2339

April 28th, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from **Scott Hobson, Acting Director** for the approval of the following application:

Z-25-09: Rezone two parcels located at E 5th St and N Lacrosse Ave from Neighborhood Office (O-1) to Multiple-Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **May 14th at 3:30 pm**, in City Council Chambers, 1 City Hall Place, Pueblo, CO. The public meeting will be recorded and can be watched via Zoom, but no testimony will be heard virtually. You are welcome to attend this public hearing in person to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Beritt Odom, Principal Planner
(719) 553-2339

April 28th, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from **Scott Hobson, Acting Director** for the approval of the following application:

Z-25-09: Rezone two parcels located at E 5th St and N Lacrosse Ave from Neighborhood Office (O-1) to Multiple-Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **May 14th at 3:30 pm**, in City Council Chambers, 1 City Hall Place, Pueblo, CO. The public meeting will be recorded and can be watched via Zoom, but no testimony will be heard virtually. You are welcome to attend this public hearing in person to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Beritt Odom, Principal Planner
(719) 553-2339

April 28th, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from **Scott Hobson, Acting Director** for the approval of the following application:

Z-25-09: Rezone two parcels located at E 5th St and N Lacrosse Ave from Neighborhood Office (O-1) to Multiple-Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **May 14th at 3:30 pm**, in City Council Chambers, 1 City Hall Place, Pueblo, CO. The public meeting will be recorded and can be watched via Zoom, but no testimony will be heard virtually. You are welcome to attend this public hearing in person to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER: Z-25-09

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 5th and Lacrosse 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.

4-29-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 6th & Lacrosse. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

4-29-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
VILLAFON SABRINA ROBIN	1102 E 12TH ST	PUEBLO	CO	81001-3021
SILVA ANTHONY LEE	11046 JOSEPHINE ST	NORTHGLE	CO	80233-4666
WAGER FRED LEE/WAGER BEVERLY JAN	1204 E 6TH ST	PUEBLO	CO	81001-3708
BONVILLAIN DEBORAH M	1213 MAIN ST	COLORADC	CO	80911-1672
PETERSON SEQUOIA	1214 E 6TH ST	PUEBLO	CO	81001-3708
HEREDIA EFREN/HEREDIA JESSICA	1216 E 6TH ST	PUEBLO	CO	81001-3708
HADDOCK DORIS L + HADDOCK FREDIE	1218 E 5TH ST	PUEBLO	CO	81001-3732
PLASCENCIA DIANA	1219 E 3RD ST	PUEBLO	CO	81001-3920
MEDINA JORGE A	1220 E 6TH ST	PUEBLO	CO	81001-3708
MATHIAS MCSCHOOLER IDA J	1221 E 5TH ST	PUEBLO	CO	81001-3731
VIGIL ALYSSA LYNN	1223 E 4TH ST	PUEBLO	CO	81001-3936
BEERY EDWARD B	1226 E 5TH ST	PUEBLO	CO	81001-3732
MENDOZA DE LA O JESUS JOSE	1227 E 4TH ST	PUEBLO	CO	81001-3936
GARIBAY IRMA LARA DE/CAMPOS TRINI	1228 E 5TH ST	PUEBLO	CO	81001-3732
DENNEROS PROPERTIES LLC	1228 E 6TH ST	PUEBLO	CO	81001-3708
HERNANDEZ ZENAIDO	1229 E 4TH ST	PUEBLO	CO	81001-3936
HADDAN ANDREW L/AVALOS BRITTANY	1229 E 5TH ST	PUEBLO	CO	81001-3731
SMITH DAVID M	1231 E 3RD ST	PUEBLO	CO	81001-3920
MARTINEZ JOE F/FUENTES CHARLOTTE	1305 E 3RD ST	PUEBLO	CO	81001-3901
HIAM EE BEAN	1308 E 4TH ST	PUEBLO	CO	81001-3906
HENSLEY LEROY EDWIN/HUREN WILLIAI	1309 E 3RD ST	PUEBLO	CO	81001-3901
HERNANDEZ COMPARAN JOSE	1311 E 4TH ST	PUEBLO	CO	81001-3905
GRIFFITH BOBBIE KAY	1313 E 3RD ST	PUEBLO	CO	81001-3901
WILLETT MARY	1315 E 3RD ST	PUEBLO	CO	81001-3901
PENA ALICE M/PENA JERRY JR/PENA MC	1316 E 4TH ST	PUEBLO	CO	81001-3906
TRUJILLO NORMA JEAN/TRUJILLO ROBE	1322 E 5TH ST	PUEBLO	CO	81001-3702
MARQUEZ SILVERIO/MARQUEZ MARTH	1324 E 5TH ST	PUEBLO	CO	81001-3702
PIERRE IWALANI	1327 E 3RD ST	PUEBLO	CO	81001-3901
FIELDS WILLIE MAE	1328 E 4TH ST	PUEBLO	CO	81001-3906
FERRI DARLENE A + JUNE CASTRO	1329 E 3RD ST	PUEBLO	CO	81001-3901
TORRES CHARLENE THERESE/MARTINEZ	1330 E 4TH ST	PUEBLO	CO	81001-3906
BUENO MICHELLE COLEEN / CISNEROS (	1330 E 5TH ST	PUEBLO	CO	81001-3702
BACA TOMASITA	1331 E 4TH ST	PUEBLO	CO	81001-3905
SHELDON MELANIE MICHELLE	1332 E 5TH ST	PUEBLO	CO	81001-3702
DURAN BERNARD L	1333 E 4TH ST	PUEBLO	CO	81001-3905
LEYBA ROBERT J/CASRTO LOUISE	1334 E 5TH ST	PUEBLO	CO	81001-3702
PELKEY DANIEL	1337 E 4TH ST	PUEBLO	CO	81001-3905
BELMONTES GEORGIANA/ BELMONTES	1340 E 5TH ST	PUEBLO	CO	81001-3702
HILDEBRAND ERIC/ETHERIDGE SHERRIE	1485 S SHOSHONE ST	DENVER	CO	80223-3304
BOTTINI APARTMENTS LLC	151 29 1/2 LN	PUEBLO	CO	81006-9634
SMALL ERROL GIANCARLO	15450 IOLA ST	BRIGHTON	CO	80602-7450
VANDRESSER DAVID L/ARELLANO BRAN	1612 E 3RD ST	PUEBLO	CO	81001-4104
STONE WATER REAL ESTATE LLC	16859 TRAIL VIEW	PARKER	CO	80134
AGUIRRES BRIAN/AGUIRRES GINGER	1835 BONFORTE BLVD	PUEBLO	CO	81001-1704
RUGBY 2 LLC	196 RIVERVIEW DR	DURANGO	CO	81301-4373
ANA REAL ESTATE HOLDINGS LLC	211 W 2ND ST APT 306	PUEBLO	CO	81003-3292

RABELO SERGIO / PINTO REBECA	2325 SPRUCE ST	PUEBLO	CO	81004-3947
SCHOOL DIST NO 60	315 W 11TH ST	PUEBLO	CO	81003-2804
PUEBLO MORTGAGE 1 LLC	3225 MCLEOD DR	LAS VEGAS	NV	89121-2257
MCCLAIN SHAWNA L	415 N LA CROSSE AVE	PUEBLO	CO	81001-3582
DOUBLE A DEVELOPMENT LLC	417 W 13TH ST	PUEBLO	CO	81003-2703
ONTIVEROS MANUEL/MARTINEZ IRMA I	5320 RED CREEK SPRIN(	PUEBLO	CO	81005-9707
NIDIFFER TED	655 IDLEDALE	PUEBLO W	CO	81007
MATA RYAN L	708 W 10	PUEBLO	CO	81003
HERRERA ROBERT	7830 W ALAMEDA AVE	LAKEWOOI	CO	80226-3093
MARTIN ERIC ARNOL	9 BRIDGEPORT CIR	PUEBLO	CO	81003-1343
QUIJADA CARLOS A	921 E 14TH ST	PUEBLO	CO	81001-2926
HOPP BRIAN D	9878 W BELLEVIEW AVE	DENVER	CO	80123-2101
RODRIGUEZ SILVIA	PO BOX 1726	FABENS	TX	79838-1726
SRPC PROPERTIES, LLC	PO BOX 22410	CHEYENNE	WY	82003-2400
CONMOR LLC + END IRA INC FBO RICHA	PO BOX 2418	PUEBLO	CO	81004-0418

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE COMPASS POINTE SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 14.17-acres into one large lot to facilitate development of a multi-family residential structures and related amenities.

PREVIOUS COUNCIL ACTION:

On September 26, 2022, City Council approved Ordinance 10277 which rezoned the property from R-2, Single-Family Residential Zone District to R-4, Mixed Residential Zone District.

BACKGROUND:

The subject property consists of 14.17 acres of undeveloped land located west of Eva Baca Elementary School and south of Oakshire Lane. The Kittle Property Group, a national multifamily residential development company is working with the property owners to subdivide the land into one large lot to facilitate the construction of an apartment complex. According to the rezoning staff report, Z-22-12, the property will be developed with apartment buildings, a clubhouse, swimming pool, playground, and a dog park. The project will comply with the 1.5 parking spaces per dwelling unit required by the municipal code. The proposed Compass Pointe Subdivision consists of one 14.17-acre lot that includes internal public access and utility easements to provide circulation as well as access to each residential and accessory structure that is planned for construction. East 14th, 15th, 16th, and 17th Streets terminate at the eastern boundary of the proposed lot. A 30-foot public access easement will connect East 14th Street to East 15th Street, and another 30-foot public access easement will connect East 16th Street to East 17th Street, allowing traffic to circle the end of each block rather than maneuvering in a cul-de-sac turnaround. The Kittle Property Group is requesting to provide cash in lieu of providing public park land dedication for this subdivision. Steven Meier, City of Pueblo Parks and Recreation Director, has determined the cash-in-lieu payment is acceptable since the proposed outdoor

amenities are reserved for tenants and the development is located directly west of the Eastwood and Eva Baca School Park. The appropriate payment amount will be determined with the Part II subdivision process. An off-site drainage easement crossing City of Pueblo owned property will be required to be provided by separate deed prior to the ordinance becoming effective**.**

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 5-1 to recommend approval, Boston was excused.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be subdivided which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-25-01 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE COMPASS POINTE SUBDIVISION

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

SECTION 1.

The final plat of the Compass Pointe Subdivision, being a subdivision of land legally described as:

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675,THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 260 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other

provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

The subdivision is approved with the following conditions:

1. City Council approval of and full executed easement agreement relating to stormwater detention pond outfall facility across Parcel No. 428250001 prior to recording of plat.

SECTION 6.

This Ordinance shall be approved upon on the date of final action by the Mayor and City Council but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

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

COMPASS POINTE SUBDIVISION

BEING A PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CERTIFICATE OF DEDICATION AND OWNERSHIP:

KNOW ALL MEN BY THESE PRESENTS THAT EUSABIO RICHARD CONCIADLI, ANNE GAYE CONCIADLI, AND ANNA MARIE COLALANCIA BEING SOLE OWNER(S) IN FEE SIMPLE, MORTGAGE OR LIENHOLDER OF ALL THAT REAL PROPERTY SITUATED IN PUEBLO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4;
EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675, THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 260 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 617,510.73 SQ. FT. OR 14.176 ACRES, MORE OR LESS, AS SURVEYED;

KNOW ALL MEN BY THESE PRESENTS:

THAT EUSABIO RICHARD CONCIADLI, ANNE GAYE CONCIADLI, AND ANNA MARIE COLALANCIA, IS THE OWNER OF THAT REAL PROPERTY SITUATED IN PUEBLO COUNTY, COLORADO, AND LYING WITHIN THE EXTERIOR OF COMPASS POINTE. THAT IT HAS CAUSED SAID REAL PROPERTY TO BE LAID OUT AND SURVEYED AS COMPASS POINTE, A SUBDIVISION IN THE COUNTY OF PUEBLO, STATE OF COLORADO, AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF REQUIRED IMPROVEMENTS AND DOES HEREBY DEDICATE AND SET APART ALL OF THE ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER, AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE INDICATED AS EASEMENTS ON THE ACCOMPANYING PLAT AS EASEMENTS FOR THE PURPOSE SHOWN HEREON, AND DOES HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

IN WITNESS WHEREOF EUSABIO RICHARD CONCIADLI, ANNE GAYE CONCIADLI, AND ANNA MARIE COLALANCIA, HAS CAUSED ITS NAME TO BE HEREUNTO SUBSCRIBED BY ITS PRESIDENT AND ITS CORPORATE SEAL TO BE AFFIXED, ATTESTED BY ITS SECRETARY, THIS _____DAY OF _____, A.D. 20_____.

WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORMWATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT, OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S)

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT..

EXECUTED THIS _____ DAY OF _____ , A.D., 2025.

_____ _____

_____ _____

OWNER(S)
ADDRESS:

_____
MORTGAGEE OR LIENHOLDER
TITLE
ADDRESS:

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, A.D. 20___,
BY _____

MY COMMISSION EXPIRES
_____
WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, _____ OF _____, PUEBLO, COLORADO HAS SUBSCRIBED THEIR NAME:

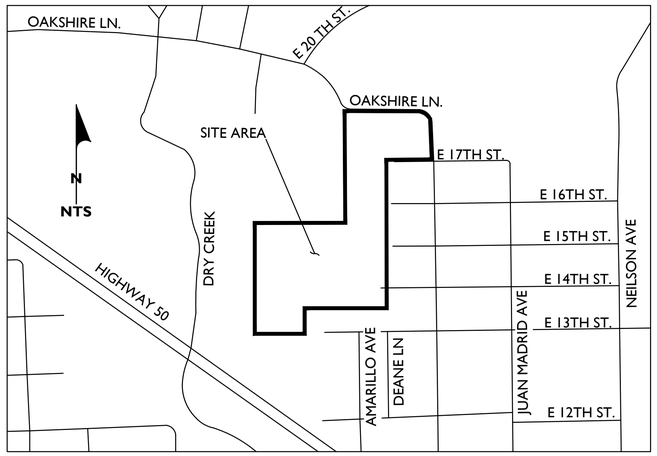
THIS _____ DAY OF _____ 202__

BY _____ _____

_____ _____
OWNER(S)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____
2025, BY EUSABIO RICHARD CONCIADLI, ANNE GAYE CONCIADLI, AND ANNA MARIE COLALANCIA

MY COMMISSION EXPIRES _____. MY ADDRESS IS
_____
WITNESS MY HAND AND OFFICIAL SEAL._____
NOTARY PUBLIC



VICINITY MAP

SURVEYOR'S NOTES:

1. KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC, TITLE REPORT NUMBER 5162575-F-CO-CP-IND-A, DATED JUNE 22, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE REPORT.
2. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
3. LINEAL UNITS USED ARE U.S. SURVEY FEET.
4. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 LINE OF THE SUBJECT PROPERTY BEARING N01°16'53"W (ASSUMED), A DISTANCE OF 1318.89' FEET, MONUMENTED AS SHOWN HEREON.
5. SUBJECT PROPERTY CONTAINS 617,510.73 SQ. FT. OR 14.176 ACRES, MORE OR LESS, AS SURVEYED.
6. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR PUEBLO COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 080101C0512D, REVISED AUGUST 15, 2019.
7. 3 ROCKS ENGINEERING AND SURVEYING VISITED THE PUEBLO COUNTY CLERK AND RECORDER'S OFFICE ON FEBRUARY 7, 2025, TO SEARCH FOR A DOCUMENT REFERENCING THE VACATED BLOCK 6 OF JAMES ADDITION. HOWEVER, WE WERE UNABLE TO LOCATE BLOCK 6 AS RECORDED IN BOOK 18, PAGE 109.
8. HORIZONTAL DATUM: THE SURVEY WAS PERFORMED UTILIZING GROUND COORDINATES SCALED TO GROUND FROM POINT NUMBER 100, WITHIN THE COLORADO SOUTH ZONE NAD83/ 2011 STATE PLANE COORDINATE SYSTEM. COMBINED SCALE FACTOR=0.999754191783/1.000245868654.
9. DOUBLE MONUMENTATION EXISTS AT THE SOUTHEAST CORNER OF LOT 1, VA VENTURE SUBDIVISION. MONUMENT NO. 12 ACCEPTED. SEE DETAIL "A".
10. THE SIGNATURE AND STAMP ON SHEET ONE OF THIS DOCUMENT CERTIFIES ALL SHEETS INCLUDED IN THIS DOCUMENT.
11. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

IMPROVEMENT CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO.

_____OF SECTION 12-4-7- (J)(1) AND WITH SECTION 12-4-5 (b), OF THE 1971

CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF COMPASS POINTE SUBDIVISION HAS BEEN

APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER

OF PUEBLO COUNTY, COLORADO.

DATE: _____ _____
CITY CLERK

NOTICE :

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING

COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

_____
MILES SMALL
COLORADO P.L.S. #38794
3 ROCKS ENGINEERING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333

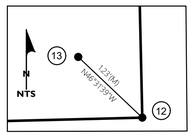
3 ROCKS
ENGINEERING
& SURVEYING
430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

SHEET: 1 OF 2
DATE: 4/18/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: 25.005

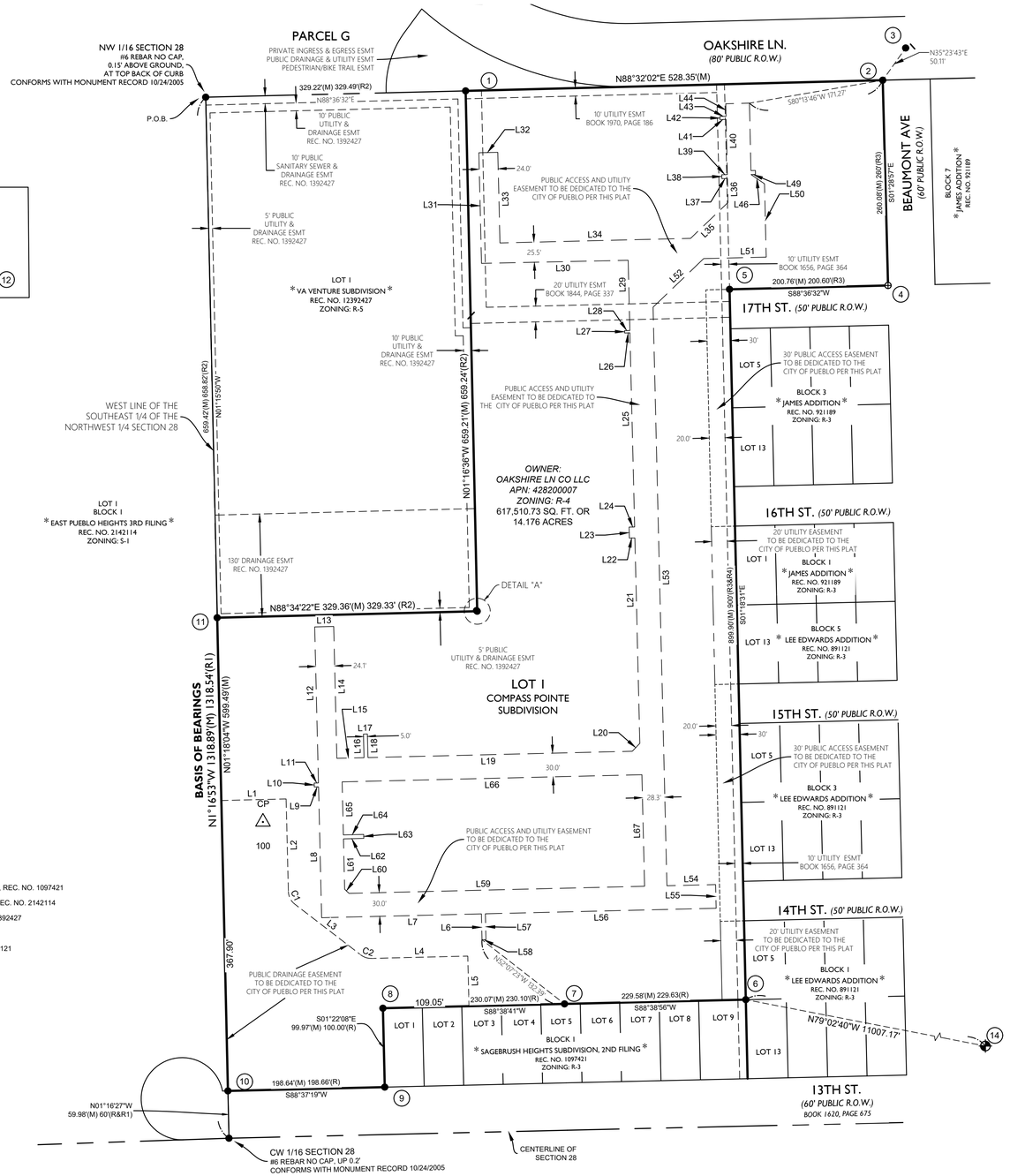
COMPASS POINTE SUBDIVISION

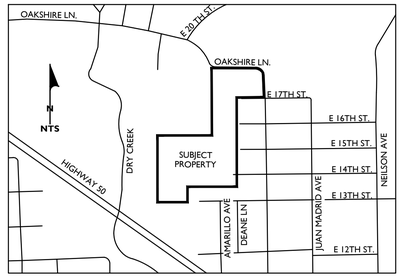
BEING A PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LINE TABLE		
LINE #	BEARING	DISTANCE(M)
L1	N88°37'34"E	81.92'
L2	S1°22'26"E	117.00'
L3	S52°27'04"E	106.34'
L4	N88°37'34"E	121.98'
L5	S1°22'26"E	63.44'
L6	S1°16'49"E	32.77'
L7	N88°37'35"E	202.40'
L8	S1°21'05"E	165.77'
L9	N88°39'05"E	5.41'
L10	S1°20'55"E	5.00'
L11	S88°39'05"W	5.41'
L12	S1°22'51"E	197.65'
L13	S88°34'22"W	24.07'
L14	N1°22'10"W	167.09'
L15	S88°37'50"W	34.40'
L16	S1°22'24"E	29.88'
L17	S88°37'36"W	5.00'
L18	N1°22'24"W	29.88'
L19	S88°37'50"W	334.81'
L20	S43°31'36"W	13.82'
L21	S1°22'12"E	260.27'
L22	N88°37'48"E	7.04'
L23	S1°22'12"E	13.88'
L24	S88°37'48"W	7.04'
L25	S1°23'26"E	245.91'
L26	N88°39'13"E	6.69'
L27	S1°20'47"E	3.00'
L28	S88°39'13"W	6.69'
L29	S1°23'26"E	88.97'
L30	N88°47'23"E	185.74'
L31	S1°22'26"E	140.15'
L32	S88°37'34"W	24.00'
L33	N1°22'26"W	114.83'
L34	S88°37'34"W	241.42'
L35	S46°11'55"W	65.62'
L36	S1°16'40"E	30.39'
L37	N88°37'34"E	7.06'
L38	S1°22'26"E	5.00'
L39	S88°37'34"W	7.07'
L40	S1°16'40"E	69.86'
L41	N88°43'24"E	7.80'
L42	S1°16'36"E	4.00'
L43	S88°43'24"W	7.80'
L44	S1°16'40"E	15.85'
L46	N55°32'20"W	20.65'
L49	N88°43'20"E	5.66'
L50	N1°21'07"W	92.91'
L51	N88°37'36"E	79.18'
L52	N46°11'55"E	88.84'
L53	N1°22'15"W	733.05'
L54	S88°37'35"W	61.67'
L55	N1°18'31"W	30.00'
L56	N88°37'35"E	292.30'
L57	N1°16'49"W	32.76'
L58	N88°37'35"E	5.00'
L59	S88°37'35"W	374.35'
L60	N46°29'04"W	7.61'
L61	N1°20'55"W	63.79'
L62	N88°37'34"E	25.75'
L63	N1°22'26"W	5.00'
L64	S88°37'34"W	25.75'
L65	N1°20'55"W	67.19'
L66	N88°37'50"E	379.69'
L67	S1°22'20"E	141.33'



DETAIL "A"





VICINITY MAP

LEGEND

●	FOUND MONUMENT AS NOTED
◓	ALIQUOT CORNER
⊕	SIGNAL SHOT ON CONCRETE
✣	NGS BENCHMARK
R.O.W.	RIGHT OF WAY
ESMT	EASEMENT
REC. NO.	RECEPTION NUMBER
* *	NOT A PART OF THIS SUBDIVISION
(M)	MEASURED DISTANCE
(R)	SAGEBRUSH HEIGHTS SUB 2ND FILING, REC. NO. 1097421
(R1)	EAST PUEBLO HEIGHTS, 3RD FILING., REC. NO. 2142114
(R2)	VA VENTURE SUBDIVISION, REC. NO. 1392427
(R3)	JAMES ADDITION, REC. NO. 921189
(R4)	LEE EDWARDS ADDITION, REC. NO. 891121

NORTH
SCALE: 1" = 80'
80 40 80 160

COORDINATES TABLE

POINT #	GROUND	GRID
1	X=3,268,411.819 Y=1,590,321.331	X=3,268,411.756 Y=1,590,321.104
2	X=3,268,939.998 Y=1,590,334.850	X=3,268,939.804 Y=1,590,334.619
6	X=3,268,766.575 Y=1,589,170.318	X=3,268,766.425 Y=1,589,170.374
10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377

MONUMENT TABLE

POINT #	MONUMENT DESCRIPTION
1	#4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 301007" 0.15' BELOW GROUND
2	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
3	#4 REBAR WITH ALUMINUM CAP - STAMPED "LS 31925" INSIDE MONUMENT BOX
4	MONUMENT UNDER CONCRETE WALK - MEASURED SHOT WAS TAKEN ON CONCRETE AT STRONGEST PINPOINTED SIGNAL
5	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
6	1.5" ALUMINUM CAP FLUSH WITH GROUND
7	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
8	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
9	1.5" ALUMINUM CAP ILLEGIBLE, 0.6' BELOW SURFACE
10	#4 REBAR NO CAP, FLUSH WITH GROUND
11	#4 REBAR BENT, FLUSH TO GROUND
12	1.5" PIPE, 0.1' ABOVE GROUND
13	#3 REBAR, 0.3' ABOVE GROUND
14	3.5" BRACECAP, IN CONCRETE, "E 343 1953"

CURVE TABLE					
CURVE #	LENGTH(M)	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH(M)
C1	19.07'	21.40'	51°03'36"	S26°54'14"E	18.45'
C2	13.38'	21.40'	35°49'48"	S73°27'32"E	13.17'

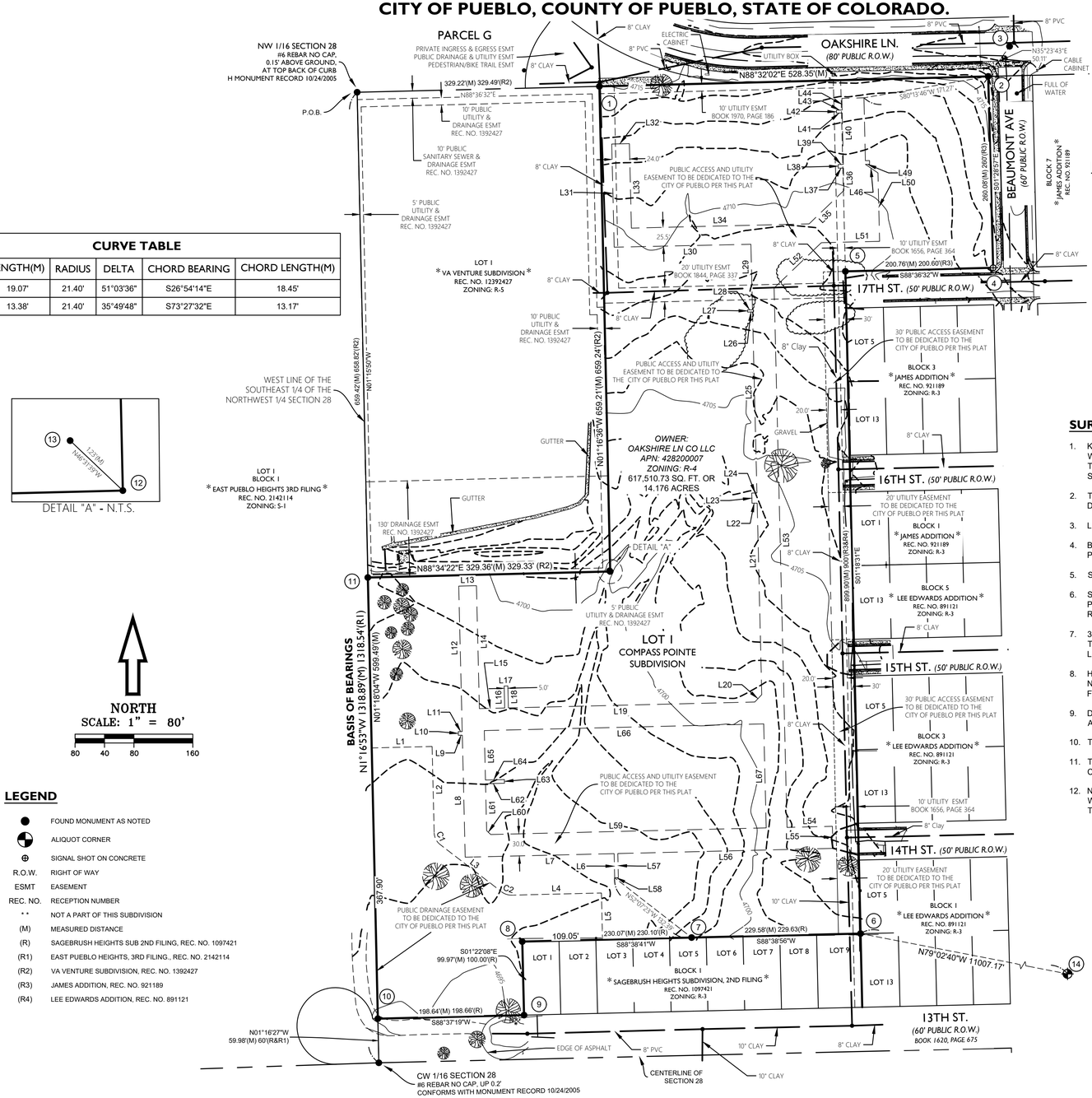
3 ROCKS ENGINEERING & SURVEYING
430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

SHEET: 2 OF 2
DATE: 4/18/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: 25.005

SUPPLEMENTAL MAP
COMPASS POINTE SUBDIVISION
LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LINE TABLE		
LINE #	BEARING	DISTANCE(M)
L1	N88°37'34"E	81.92'
L2	S1°22'26"E	117.00'
L3	S52°27'04"E	106.34'
L4	N88°37'34"E	121.98'
L5	S1°22'26"E	63.44'
L6	S1°16'49"E	32.77'
L7	N88°37'35"E	202.40'
L8	S1°21'05"E	165.77'
L9	N88°39'05"E	5.41'
L10	S1°20'55"E	5.00'
L11	S88°39'05"W	5.41'
L12	S1°22'51"E	197.65'
L13	S88°34'22"W	24.07'
L14	N1°22'10"W	167.09'
L15	S88°37'50"W	34.40'
L16	S1°22'24"E	29.88'
L17	S88°37'36"W	5.00'
L18	N1°22'24"W	29.88'
L19	S88°37'50"W	334.81'
L20	S43°31'36"W	13.82'
L21	S1°22'12"E	260.27'
L22	N88°37'48"E	7.04'
L23	S1°22'12"E	13.88'
L24	S88°37'48"W	7.04'
L25	S1°23'26"E	245.91'
L26	N88°39'13"E	6.69'
L27	S1°20'47"E	3.00'
L28	S88°39'13"W	6.69'
L29	S1°23'26"E	88.97'
L30	N88°47'23"E	185.74'
L31	S1°22'26"E	140.15'
L32	S88°37'34"W	24.00'
L33	N1°22'26"W	114.83'
L34	S88°37'34"W	241.42'
L35	S46°11'55"W	65.62'
L36	S1°16'40"E	30.39'
L37	N88°37'34"E	7.06'
L38	S1°22'26"E	5.00'
L39	S88°37'34"W	7.07'
L40	S1°16'40"E	69.86'
L41	N88°43'24"E	7.80'
L42	S1°16'36"E	4.00'
L43	S88°43'24"W	7.80'
L44	S1°16'40"E	15.85'
L46	N55°32'20"W	20.65'
L49	N88°43'20"E	5.66'
L50	N1°21'07"W	92.91'
L51	N88°37'36"E	79.18'
L52	N46°11'55"E	88.84'
L53	N1°22'15"W	733.05'
L54	S88°37'35"W	61.67'
L55	N1°18'31"W	30.00'
L56	N88°37'35"E	292.30'
L57	N1°16'49"W	32.76'
L58	N88°37'35"E	5.00'
L59	S88°37'35"W	374.35'
L60	N46°29'04"W	7.61'
L61	N1°20'55"W	63.79'
L62	N88°37'34"E	25.75'
L63	N1°22'26"W	5.00'
L64	S88°37'34"W	25.75'
L65	N1°20'55"W	67.19'
L66	N88°37'50"E	379.69'
L67	S1°22'20"E	141.33'

CURVE TABLE					
CURVE #	LENGTH(M)	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH(M)
C1	19.07'	21.40'	51°03'36"	S26°54'14"E	18.45'
C2	13.38'	21.40'	35°49'48"	S73°27'32"E	13.17'



LEGEND

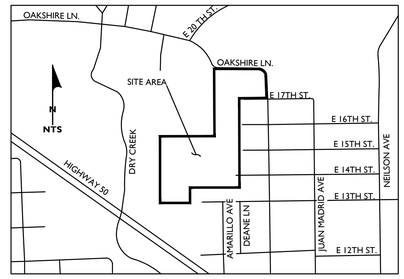
●	FOUND MONUMENT AS NOTED
⊕	ALIQUOT CORNER
⊕	SIGNAL SHOT ON CONCRETE
R.O.W.	RIGHT OF WAY
ESMT	EASEMENT
REC. NO.	RECEPTION NUMBER
* *	NOT A PART OF THIS SUBDIVISION
(M)	MEASURED DISTANCE
(R)	SAGEBRUSH HEIGHTS SUB 2ND FILING, REC. NO. 1097421
(R1)	EAST PUEBLO HEIGHTS, 3RD FILING., REC. NO. 2142114
(R2)	VA VENTURE SUBDIVISION, REC. NO. 1392427
(R3)	JAMES ADDITION, REC. NO. 921189
(R4)	LEE EDWARDS ADDITION, REC. NO. 891121

EXISTING OWNER(S)

EUSABIO RICHARD CONCIADLI, ANNE GAYE CONCIADLI, AND ANNA MARIE COLALANCIA

COORDINATES TABLE

POINT #	GROUND	GRID
1	X=3,268,411.819 Y=1,590,321.331	X=3,268,411.756 Y=1,590,321.104
2	X=3,268,939.998 Y=1,590,334.850	X=3,268,939.804 Y=1,590,334.619
6	X=3,268,766.575 Y=1,589,170.318	X=3,268,766.425 Y=1,589,170.374
10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377



VICINITY MAP

MONUMENT TABLE

POINT #	MONUMENT DESCRIPTION
1	#4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 301007" 0.15' BELOW GROUND
2	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
3	#4 REBAR WITH ALUMINUM CAP - STAMPED "LS 31925" INSIDE MONUMENT BOX
4	MONUMENT UNDER CONCRETE WALK - MEASURED SHOT WAS TAKEN ON CONCRETE AT STRONGEST PINPOINTED SIGNAL
5	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
6	1.5" ALUMINUM CAP FLUSH WITH GROUND
7	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
8	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
9	1.5" ALUMINUM CAP ILLEGIBLE, 0.6' BELOW SURFACE
10	#4 REBAR NO CAP, FLUSH WITH GROUND
11	#4 REBAR BENT, FLUSH TO GROUND
12	1.5" PIPE, 0.1' ABOVE GROUND
13	#3 REBAR, 0.3' ABOVE GROUND
14	3.5" BRACECAP, IN CONCRETE, "E 343 1953"

SURVEYOR'S NOTES:

1. KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC, TITLE REPORT NUMBER 5162575-F-CO-CP-IND-A, DATED JUNE 22, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE REPORT.
2. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
3. LINEAL UNITS USED ARE U.S. SURVEY FEET.
4. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 LINE OF THE SUBJECT PROPERTY BEARING N01°16'53"W (ASSUMED), A DISTANCE OF 1318.89' FEET, MONUMENTED AS SHOWN HEREON.
5. SUBJECT PROPERTY CONTAINS 617,510.73 SQ. FT. OR 14.176 ACRES, MORE OR LESS, AS SURVEYED.
6. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR PUEBLO COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 080101C0512D, REVISED AUGUST 15, 2019.
7. 3 ROCKS ENGINEERING AND SURVEYING VISITED THE PUEBLO COUNTY CLERK AND RECORDER'S OFFICE ON FEBRUARY 7, 2025, TO SEARCH FOR A DOCUMENT REFERENCING THE VACATED BLOCK 6 OF JAMES ADDITION. HOWEVER, WE WERE UNABLE TO LOCATE BLOCK 6 AS RECORDED IN BOOK 18, PAGE 109.
8. HORIZONTAL DATUM: THE SURVEY WAS PERFORMED UTILIZING GROUND COORDINATES SCALED TO GROUND FROM POINT NUMBER 100, WITHIN THE COLORADO SOUTH ZONE NAD83/ 2011 STATE PLANE COORDINATE SYSTEM. COMBINED SCALE FACTOR=0.999754191783/1.000245868654.
9. DOUBLE MONUMENTATION EXISTS AT THE SOUTHEAST CORNER OF LOT 1, VA VENTURE SUBDIVISION. MONUMENT NO. 12 ACCEPTED. SEE DETAIL "A".
10. THE SIGNATURE AND STAMP ON SHEET ONE OF THIS DOCUMENT CERTIFIES ALL SHEETS INCLUDED IN THIS DOCUMENT.
11. THE TOPOGRAPHIC SURVEY WAS NOT DONE BY 3 ROCKS ENGINEERING AND SURVEYING IT WAS CONDUCTED BY ALTURA LAND CONSULTANTS, LLC.
12. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS MAP WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

MILES SMALL
COLORADO P.L.S. #38534
3 ROCKS ENGINEERING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333

3 ROCKS ENGINEERING & SURVEYING
430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

SHEET: 1 OF 1
DATE: 4/25/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: 25.005

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

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: 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:

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) Stafff Conditions prior to sending out to City Council, seconded by Spinuzzi

Motion Passed: 5-1(Avalos)

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-25-01 Compass Pointe Subdivision

DATE: May 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

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

S-25-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	April 9, 2025
SUBJECT:	Compass Pointe Subdivision
APPLICANT:	Jared Roberts, 3 Rocks Engineering and Surveying
PROPERTY OWNER:	Concialdi and Colalancia,
LOCATION:	14.17 acres generally located south of Oakshire Ln. and west of Beaumont Ave.
EXISTING ZONE:	R-4, Mixed Residential District
CONCURRENT REQUESTS:	None

REQUEST:
Kittle Property Group and the property owners are requesting to subdivide 14.17 acres into one large lot to facilitate development of multifamily residential structures and related amenities.

BACKGROUND AND ANALYSIS:
The subject property consists of 14.17 acres of undeveloped land located west of Eva Baca Elementary School and south of Oakshire Lane. The property was rezoned from an R-2, Single Family Residential Zone District, to an R-4, Mixed Residential Zone District in September 2022 (Ordinance 10277). The Kittle Property Group, a national multifamily residential development company is working with the property owners to subdivide the land into one large lot to facilitate the construction of approximately five apartment structures. According to the rezoning staff report, Z-22-12, the five apartment structures will contain approximately 132 dwelling units and provide 269 parking spaces. A clubhouse, swimming pool, playground, and dog park will also be included in the development.

The proposed Compass Pointe Subdivision consists of one 14.17-acre lot that includes internal public access and utility easements to provide circulation as well as access to each residential and accessory structure that is planned for construction. E. 14th, 15th, 16th, and 17th Streets terminate at the eastern boundary of the proposed lot. A 30-ft. public access easement will connect E. 14th Street to 15th Street, and another 30-foot public access easement will connect E. 16th Street to E. 17th Street, allowing traffic to circle the end of each block rather than maneuvering in a cul-de-sac turnaround. The Kittle Property Group is requesting to provide cash in lieu of Park Dedication. Steven Meier, City of Pueblo Parks and Recreation Director, has determined the cash-in-lieu payment is acceptable since the proposed outdoor amenities are reserved for tenants and the development is located directly west of the Eastwood and Eva Baca School Park. The appropriate payment amount will be determined with the Part II subdivision process.

APPLICABLE REGULATIONS:
Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:
The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, April 3, 2025.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Address Wastewater comments provided by Sonia Mondragon and annotated on the following documents: a. "Compass Pointe-Minor Subdivision-Version 2 WW SM 2nd Sub" b. "Compass Pointe-Overall Utility Plan-Version 2 WW SM 2nd Sub" 2. Address Public Works comments provided by Joe Martellaro, Associate Engineer II, annotated on the following document: a. "JM Comments-Compass Pointe-Minor Subdivision-Version 2" 3. Address the annotate subdivision plat comments and Part I comments listed in the memo from Noah Stamm, Drainage Engineer, March 14, 2025. a. "S-25-01 SW Memo 2nd 4-4-25" (March 14, 2025) b. "Compass Pointe Plat SW Redlined 2nd 4-4-25"

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved and contains native vegetation.

- **Neighborhood Compatibility:**

North	R-2, Single-Family Residential, unimproved single-family residential lots R-5, private ingress/egress easement parcel developed with a driveway
East	R-2, Single-Family Residential, developed with single family homes.

South	R-2, Single-Family Residential, developed with single family homes.
West	City S-1, Government Use District, developed with a community solar array.
	R-5, Mixed, Multiple-Residential and Office District, developed with US Veterans Affairs Department

- **Comprehensive Plan Compliance:**
  The Pueblo Regional Comprehensive Plan, 2022, designates the subdivision site as an Urban Neighborhood for future land use planning activities.

  According to the Comprehensive Plan, Urban Neighborhood land uses consist primarily of single-family detached and attached homes, duplexes, and townhomes. Supporting land uses include accessory dwelling units, small-scale multifamily dwellings, neighborhood scale commercial, retail and services. According to the Comprehensive Plan, optimal densities range from 6 to 16 units per acre, with higher densities in appropriate locations.

  The proposed multifamily residential development is located south of the Oakshire lane, which is classified as a Mixed-Use Collector. Mixed Use Collectors are intended to run between neighborhoods and generally form the outside edge of neighborhoods. Mixed residential and commercial uses are suitable adjacent to Mixed Use Collector roadways. Multifamily and institutional uses, including Colorado Blue Sky Enterprises, Accolade Living Centers, and the US Veterans Affairs Department are located west of the proposed development. The Compass Pointe apartment development will introduce high density affordable housing options to the neighborhood, which is supported by the Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  R-4 Mixed Residential Zone District Standards:
  - Minimum Lot Width:
    - Required, 50-feet
    - The proposed lot has 357-feet of frontage along Oakshire Ln. and 259-feet along Beaumont Ave.
  - Minimum Lot Area for six or more dwelling unit structures:
    - Required, 1,000 sq. ft. per dwelling unit or 8,000 sq. ft. whichever is greater
    - The proposed lot is approximately 617,245 sq. ft., which could accommodate up to a maximum of 617 dwelling units. The rezoning application stated that they are proposing 132 dwelling units.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works- Comments addressed in conditions
- City Transportation-Please provide the TIS and trip generation created for CDOT to Transportation, Helen Dupree, April 3, 2025

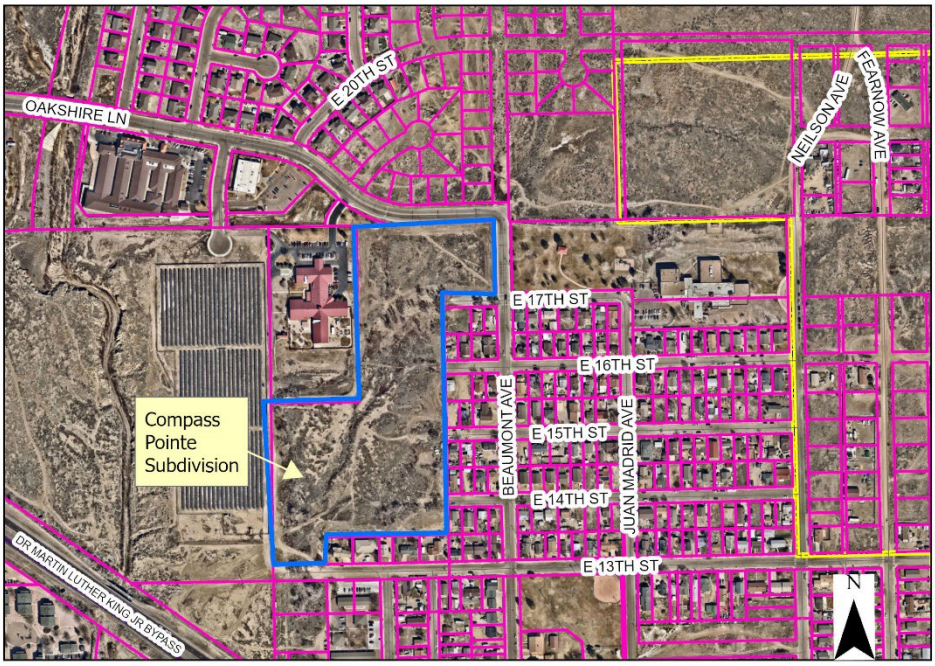
- Pueblo Regional Building Department-No comment
- City Fire Department-no comment
- Pueblo Board of Water Works-no comment
- City Wastewater-Comments addressed in conditions
- City Stormwater-Comments addressed in conditions
- City Parks and Recreation Department-no comment
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-See attached memo from Adam Lancaster, Permits Program Manager, April 3, 2025

ATTACHMENTS:

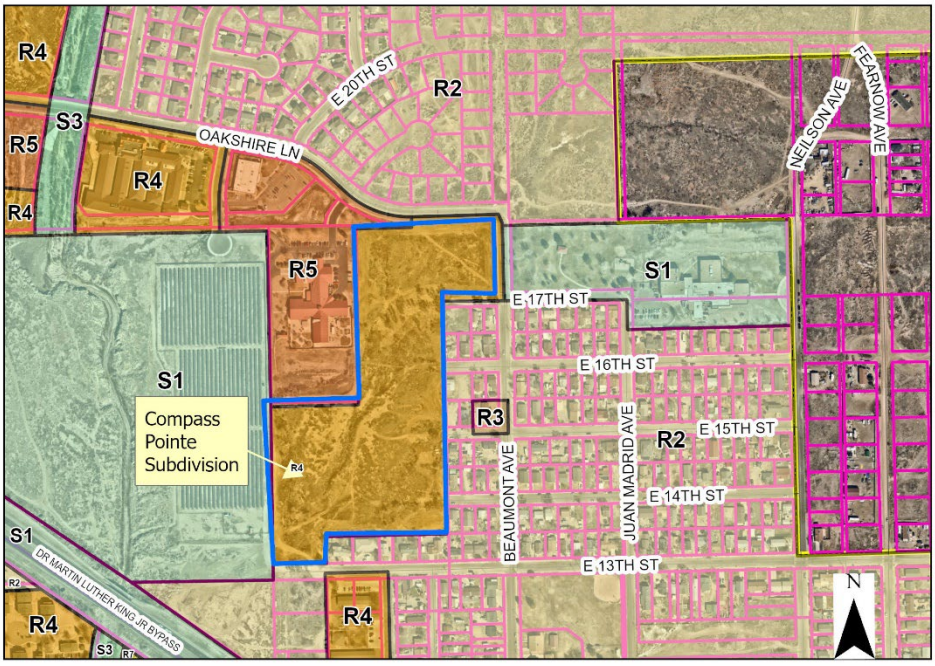
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo April 4, 2025
F. Plat
G. Subdivision Application
H. CDOT Referral Comments 04-03-25 City of Pueblo SH047A SH050B Compass Pointe Subdivision
I. Compass Pointe Minor Subdivision VERSION 2 WW SM 2nd Sub
J. Compass Pointe Overall Utility Plan VERSION 2 WW SM 2nd Sub
K. JM Comments-Compass Pointe Minor Subdivision Version 2
L. Compass Point Plat SW Redlined 2nd 4-4-25
M. S-25-01 SW Memo 2nd 4-4-25

I.

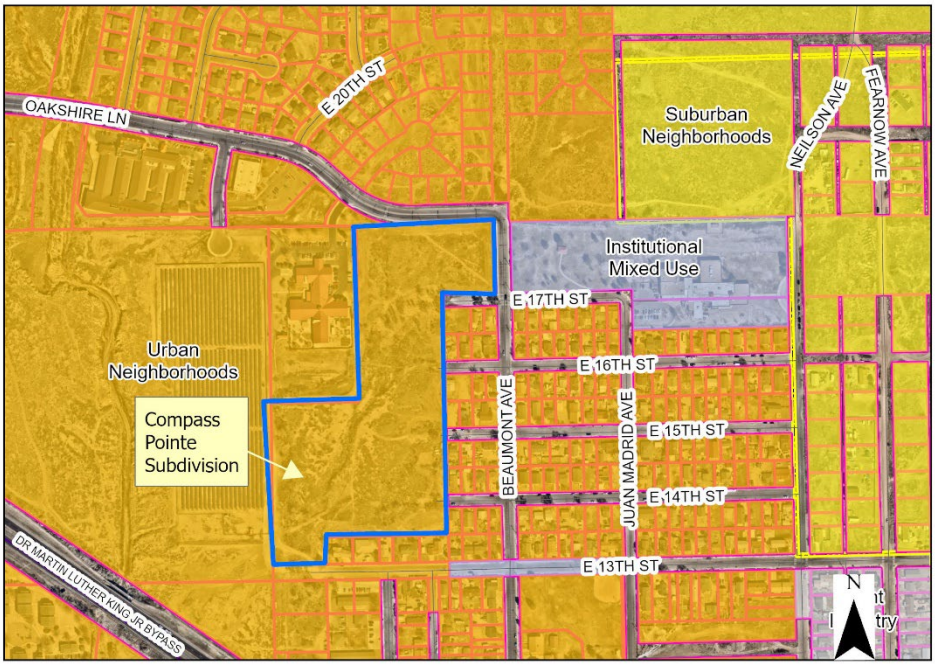
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Compass Pointe Subdivision site looking east from the northern portion of the site



Compass Pointe Subdivision site looking west from the northern portion of the site

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: April 4, 2025

Subject: S-25-01 Compass Pointe Subdivision

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Dillon North Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, April 4, 2025.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Address Wastewater comments provided by Sonia Mondragon and annotated on the following documents: a. "Compass Pointe-Minor Subdivision-Version 2 WW SM 2nd Sub" b. "Compass Pointe-Overall Utility Plan-Version 2 WW SM 2nd Sub" 2. Address Public Works comments provided by Joe Martellaro, Associate Engineer II, annotated on the following document: a. "JM Comments-Compass Pointe-Minor Subdivision-Version 2" 3. Address the annotate subdivision plat comments and Part I comments listed in the memo from Noah Stamm, Drainage Engineer, March 14, 2025. a. "S-25-01 SW Memo 2nd 4-4-25" (March 14, 2025) b. "Compass Pointe Plat SW Redlined 2nd 4-4-25"

COMPASS POINTE SUBDIVISION

LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THAT KITTLE PROPERTY GROUP, INC, AN INDIANA CORPORATION BEING SOLE OWNER(S) IN FEE SIMPLE, MORTGAGEE OR LIENHOLDER OF ALL THAT REAL PROPERTY SITUATED IN PUEBLO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4;
EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675, THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 260 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 617,510.73 SQ. FT. OR 14.176 ACRES, ACRES MORE OR LESS AS SURVEYED;

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOT 1 AS SHOWN ON THIS FINAL PLAT UNDER THE NAME AND STYLE OF COMPASS PONITE, A SUBDIVISION IN THE COUNTY OF PEUBLO; AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF REQUIRED IMPROVEMENTS; AND DOES HEREBY DEDICATE AND SET APART ALL OF THE PUBLIC ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER; AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC FOREVER AS EASEMENTS FOR THE PURPOSES SHOWN HEREIN, UNLESS OTHERWISE EXPRESSLY PROVIDED THEREON; AND DOES HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

EXECUTED THIS _____ DAY OF _____ , A.D., 2025.

_____
OWNER
ADDRESS:

_____
MORTGAGEE OR LIENHOLDER
TITLE
ADDRESS:

STATE OF COLORADO)
)SS
COUNTY OF PEUBLO)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, A.D. 20___,
BY _____

MY COMMISSION EXPIRES
_____
WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

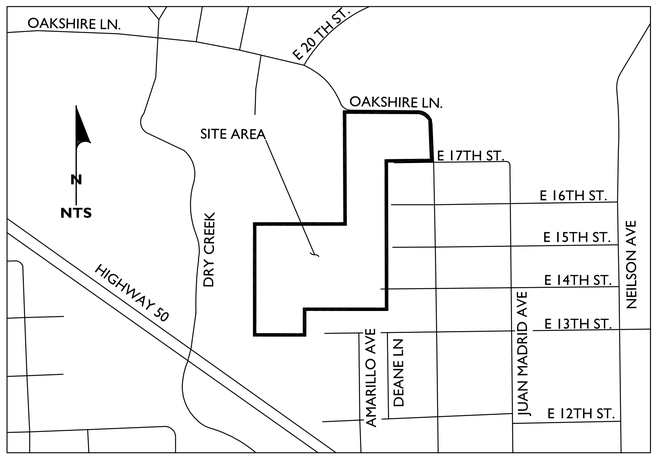
IN WITNESS WHEREOF, _____ OF _____, PUEBLO, COLORADO HAS SUBSCRIBED THEIR NAME:

THIS _____ DAY OF _____ 202__

BY _____
KITTLE PROPERTY GROUP,INC.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2025, BY KITTLE PROPERTY GROUP, INC. AN INDIANA CORPORATION

MY COMMISSION EXPIRES _____. MY ADDRESS IS
_____
WITNESS MY HAND AND OFFICIAL SEAL._____
NOTARY PUBLIC



VICINITY MAP

SURVEYOR'S NOTES:

1. KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC, TITLE REPORT NUMBER 5162575-F-CO-CP-IND-A, DATED JUNE 22, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE REPORT.
2. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
3. LINEAL UNITS USED ARE U.S. SURVEY FEET.
4. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 LINE OF THE SUBJECT PROPERTY BEARING N01°16'53"W (ASSUMED), A DISTANCE OF 1318.89' FEET, MONUMENTED AS SHOWN HEREON.
5. SUBJECT PROPERTY CONTAINS 617,510.73 SQ. FT. OR 14.176 ACRES, AS SURVEYED.
6. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR PUEBLO COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 080101C0512D, REVISED AUGUST 15, 2019.
7. 3 ROCKS ENGINEERING AND SURVEYING VISITED THE PUEBLO COUNTY CLERK AND RECORDER'S OFFICE ON FEBRUARY 7, 2025, TO SEARCH FOR A DOCUMENT REFERENCING THE VACATED BLOCK 6 OF JAMES ADDITION. HOWEVER, WE WERE UNABLE TO LOCATE BLOCK 6 AS RECORDED IN BOOK 18, PAGE 109.
8. HORIZONTAL DATUM: THE SURVEY WAS PERFORMED UTILIZING GROUND COORDINATES SCALED TO GROUND FROM POINT NUMBER 100, WITHIN THE COLORADO SOUTH ZONE NAD83/ 2011 STATE PLANE COORDINATE SYSTEM. COMBINED SCALE FACTOR=0.999754191783/1.000245868654.
9. DOUBLE MONUMENTATION EXISTS AT THE SOUTHEAST CORNER OF LOT 1, VA VENTURE SUBDIVISION. MONUMENT NO. 12 ACCEPTED. SEE DETAIL "A".
10. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

IMPROVEMENT CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO.

_____OF SECTION 12-4-7- (J)(1) AND WITH SECTION 12-4-5 (b), OF THE 1971

CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF COMPASS POINTE SUBDIVISION HAS BEEN

APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER

OF PUEBLO COUNTY, COLORADO.

DATE: _____ _____
CITY CLERK

NOTICE :

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY, UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING

COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

PRELIMINARY

_____
MILES SMALL
COLORADO P.L.S. #38794
3 ROCKS ENGINEERING AND SURVEYING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333

3 ROCKS
ENGINEERING
& SURVEYING
430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

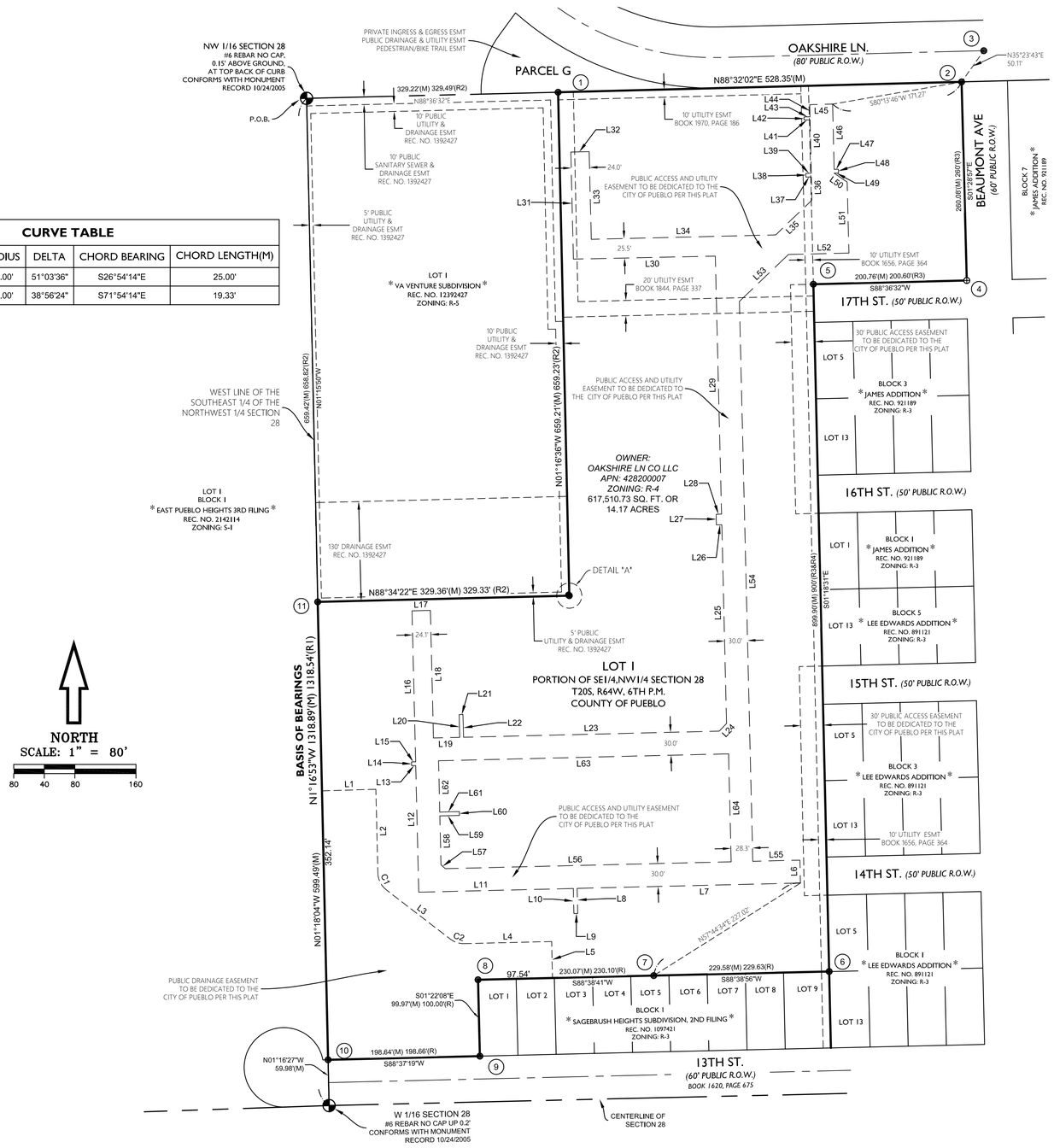
SHEET: 1 OF 2
DATE: 03/24/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: 25.005

COMPASS POINTE SUBDIVISION

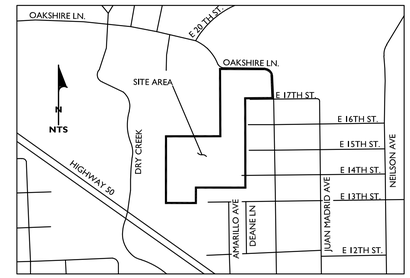
LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LINE TABLE		
LINE #	BEARING	DISTANCE(M)
L1	N88°23'19"E	70.44'
L2	S1°22'26"E	109.63'
L3	S52°26'03"E	105.18'
L4	N88°37'34"E	114.38'
L5	S1°22'26"E	47.74'
L6	N1°18'31"W	30.00'
L7	N88°37'35"E	292.30'
L8	N1°16'49"W	32.76'
L9	N88°37'35"E	5.00'
L10	S1°16'49"E	32.77'
L11	N88°37'35"E	202.40'
L12	S1°21'05"E	165.77'
L13	N88°39'05"E	5.41'
L14	S1°20'55"E	5.00'
L15	S88°39'05"W	5.41'
L16	S1°22'51"E	197.65'
L17	S88°34'22"W	24.07'
L18	N1°22'10"W	167.09'
L19	S88°37'50"W	34.40'
L20	S1°22'24"E	29.88'
L21	S88°37'36"W	5.00'
L22	N1°22'24"W	29.88'
L23	S88°37'50"W	334.81'
L24	S43°31'36"W	13.82'
L25	S1°22'12"E	260.27'
L26	N88°37'48"E	7.04'
L27	S1°22'12"E	13.88'
L28	S88°37'48"W	7.04'
L29	S1°23'26"E	337.87'
L30	N88°47'23"E	185.74'
L31	S1°22'26"E	140.15'
L32	S88°37'34"W	24.00'
L33	N1°22'26"W	114.83'
L34	S88°37'34"W	241.42'
L35	S46°11'55"W	65.62'
L36	S1°16'40"E	30.39'
L37	N88°37'34"E	7.06'
L38	S1°22'26"E	5.00'
L39	S88°37'34"W	7.07'
L40	S1°16'40"E	69.86'
L41	N88°43'24"E	7.80'
L42	S1°16'36"E	4.00'
L43	S88°43'24"W	7.80'
L44	S1°16'40"E	15.85'
L45	S88°32'02"W	30.00'
L46	N1°16'40"W	85.40'
L47	S88°56'22"W	5.66'
L48	N1°16'40"W	5.00'
L49	N88°43'20"E	5.66'
L50	N55°32'20"W	20.65'
L51	N1°21'07"W	92.91'
L52	N88°37'36"E	79.18'
L53	N46°11'55"E	88.84'
L54	N1°22'15"W	733.05'
L55	S88°37'35"W	61.67'
L56	S88°37'35"W	374.35'
L57	N46°29'04"W	7.61'
L58	N1°20'55"W	63.79'
L59	N88°37'34"E	25.75'
L60	N1°22'26"W	5.00'
L61	S88°37'34"W	25.75'
L62	N1°20'55"W	67.19'
L63	N88°37'50"E	379.69'
L64	S1°22'20"E	141.33'

CURVE TABLE					
CURVE #	LENGTH(M)	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH(M)
C1	25.84'	29.00'	51°03'36"	S26°54'14"E	25.00'
C2	19.71'	29.00'	38°56'24"	S71°54'14"E	19.33'



NORTH
SCALE: 1" = 80'
80 40 80 160



VICINITY MAP

COORDINATES TABLE

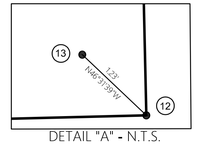
POINT #	GROUND	GRID
1	X=3,268,411.819 Y=1,590,321.331	X=3,268,411.756 Y=1,590,321.104
2	X=3,268,939.998 Y=1,590,334.850	X=3,268,939.804 Y=1,590,334.619
6	X=3,268,766.575 Y=1,589,170.318	X=3,268,766.425 Y=1,589,170.374
10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377

LEGEND

●	FOUND MONUMENT AS NOTED
◓	FOUND SECTION MONUMENT AS NOTED
⊕	SIGNAL SHOT ON CONCRETE
R.O.W.	RIGHT OF WAY
ESMT	EASEMENT
REC.	RECORDING
NO.	NUMBER
* *	NOT A PART OF THIS SUBDIVISION
(M)	MEASURED DISTANCE
(R)	SAGEBRUSH HEIGHTS SUB 2ND FILING, REC, NO, 1097421
(R1)	EAST PUEBLO HEIGHTS, 3RD FILING,, REC, NO, 2142114
(R2)	VA VENTURE SUBDIVISION, REC, NO, 1392427
(R3)	JAMES ADDITION, REC, NO, 921189
(R4)	LEE EDWARDS ADDITION, REC, NO, 891121

MONUMENT TABLE

POINT #	MONUMENT DESCRIPTION
1	#4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 301007" 0.15' BELOW GROUND
2	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
3	#4 REBAR WITH ALUMINUM CAP - STAMPED "LS 31925" INSIDE MONUMENT BOX
4	MONUMENT UNDER CONCRETE WALK - MEASURED SHOT WAS TAKEN AT TOP WITH BEST SIGNAL
5	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
6	1.5" ALUMINUM CAP FLUSH WITH GROUND
7	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
8	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
9	1.5" ALUMINUM CAP ILLEGIBLE, 0.6' BELOW SURFACE
10	#4 REBAR NO CAP, FLUSH WITH GROUND
11	#4 REBAR BENT, SHOT AT WHERE IT GOES IN, FLUSH TO GROUND
12	1.5" ALUMINUM CAP, 0.1' ABOVE GROUND
13	#3 REBAR, 0.3' ABOVE GROUND



DETAIL "A" - N.T.S.

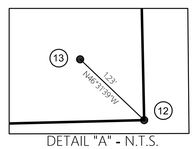
3 ROCKS ENGINEERING & SURVEYING
430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

SHEET: 2 OF 2
DATE: 03/24/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: 25.005

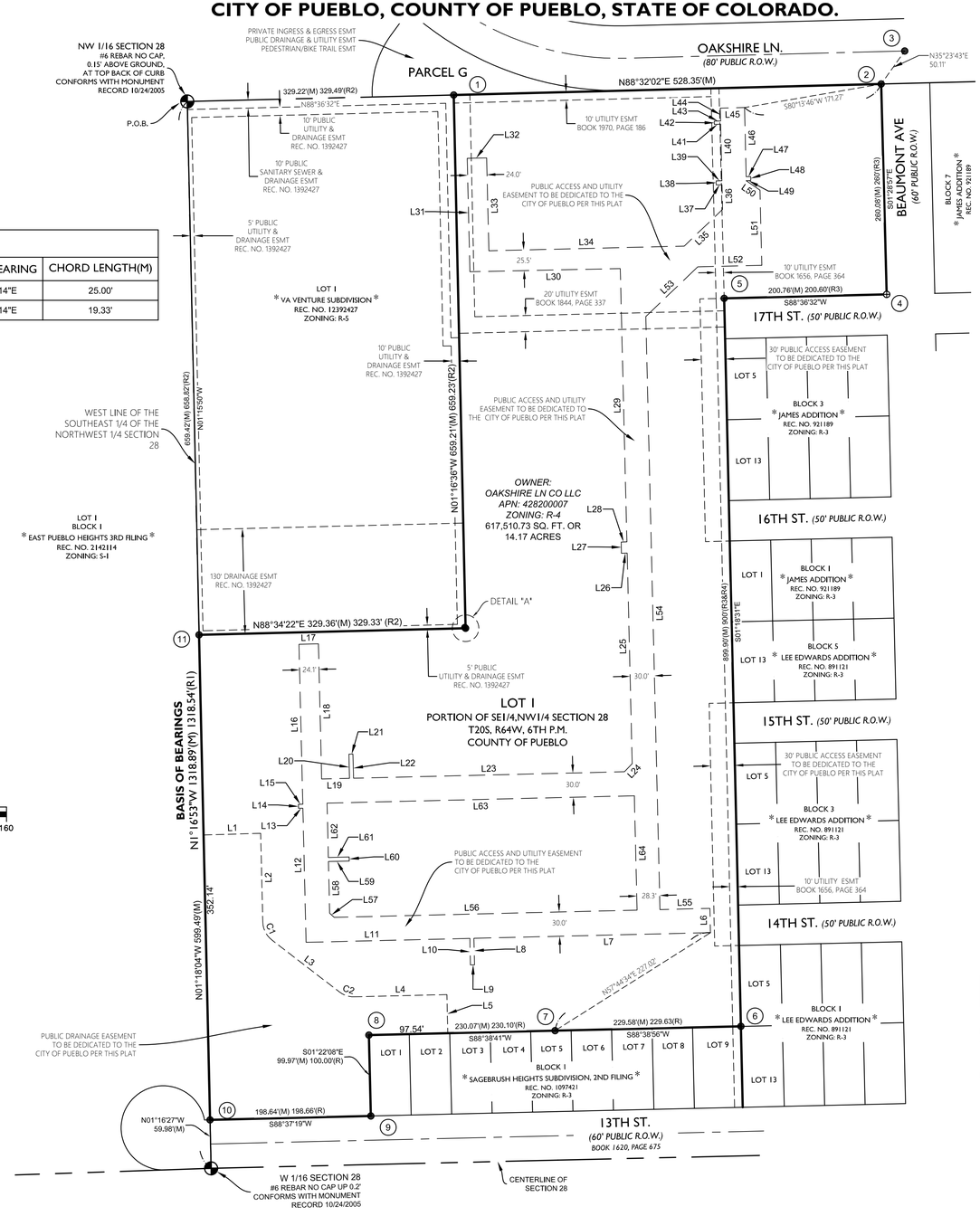
SUPPLEMENTAL MAP
COMPASS POINTE SUBDIVISION
LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LINE TABLE		
LINE #	BEARING	DISTANCE(M)
L1	N88°23'19"E	70.44'
L2	S1°22'26"E	109.63'
L3	S52°26'03"E	105.18'
L4	N88°37'34"E	114.38'
L5	S1°22'26"E	47.74'
L6	N1°18'31"W	30.00'
L7	N88°37'35"E	292.30'
L8	N1°16'49"W	32.76'
L9	N88°37'35"E	5.00'
L10	S1°16'49"E	32.77'
L11	N88°37'35"E	202.40'
L12	S1°21'05"E	165.77'
L13	N88°39'05"E	5.41'
L14	S1°20'55"E	5.00'
L15	S88°39'05"W	5.41'
L16	S1°22'51"E	197.65'
L17	S88°34'22"W	24.07'
L18	N1°22'10"W	167.09'
L19	S88°37'50"W	34.40'
L20	S1°22'24"E	29.88'
L21	S88°37'36"W	5.00'
L22	N1°22'24"W	29.88'
L23	S88°37'50"W	334.81'
L24	S43°31'36"W	13.82'
L25	S1°22'12"E	260.27'
L26	N88°37'48"E	7.04'
L27	S1°22'12"E	13.88'
L28	S88°37'48"W	7.04'
L29	S1°23'26"E	337.87'
L30	N88°47'23"E	185.74'
L31	S1°22'26"E	140.15'
L32	S88°37'34"W	24.00'
L33	N1°22'26"W	114.83'
L34	S88°37'34"W	241.42'
L35	S46°11'55"W	65.62'
L36	S1°16'40"E	30.39'
L37	N88°37'34"E	7.06'
L38	S1°22'26"E	5.00'
L39	S88°37'34"W	7.07'
L40	S1°16'40"E	69.86'
L41	N88°43'24"E	7.80'
L42	S1°16'36"E	4.00'
L43	S88°43'24"W	7.80'
L44	S1°16'40"E	15.85'
L45	S88°32'02"W	30.00'
L46	N1°16'40"W	85.40'
L47	S88°56'22"W	5.66'
L48	N1°16'40"W	5.00'
L49	N88°43'20"E	5.66'
L50	N55°32'20"W	20.65'
L51	N1°21'07"W	92.91'
L52	N88°37'36"E	79.18'
L53	N46°11'55"E	88.84'
L54	N1°22'15"W	733.05'
L55	S88°37'35"W	61.67'
L56	S88°37'35"W	374.35'
L57	N46°29'04"W	7.61'
L58	N1°20'55"W	63.79'
L59	N88°37'34"E	25.75'
L60	N1°22'26"W	5.00'
L61	S88°37'34"W	25.75'
L62	N1°20'55"W	67.19'
L63	N88°37'50"E	379.69'
L64	S1°22'20"E	141.33'

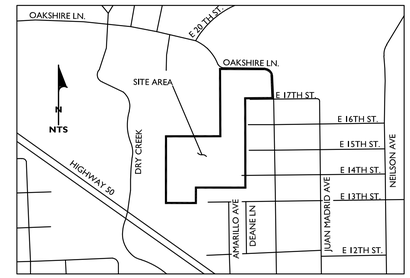
CURVE TABLE					
CURVE #	LENGTH(M)	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH(M)
C1	25.84'	29.00'	51°03'36"	S26°54'14"E	25.00'
C2	19.71'	29.00'	38°56'24"	S71°54'14"E	19.33'



DETAIL "A" - N.T.S.



NORTH
SCALE: 1" = 80'
80 40 80 160



VICINITY MAP

COORDINATES TABLE

POINT #	GROUND	GRID
1	X=3,268,411.819 Y=1,590,321.331	X=3,268,411.756 Y=1,590,321.104
2	X=3,268,939.998 Y=1,590,334.850	X=3,268,939.804 Y=1,590,334.619
6	X=3,268,766.575 Y=1,589,170.318	X=3,268,766.425 Y=1,589,170.374
10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377

LEGEND

●	FOUND MONUMENT AS NOTED
◕	FOUND SECTION MONUMENT AS NOTED
⊕	SIGNAL SHOT ON CONCRETE
R.O.W.	RIGHT OF WAY
ESMT	EASEMENT
REC.	RECORDING
NO.	NUMBER
* *	NOT A PART OF THIS SUBDIVISION
(M)	MEASURED DISTANCE
(R)	SAGEBRUSH HEIGHTS SUB 2ND FILING, REC. NO. 1097421
(R1)	EAST PUEBLO HEIGHTS, 3RD FILING., REC. NO. 2142114
(R2)	VA VENTURE SUBDIVISION, REC. NO. 1392427
(R3)	JAMES ADDITION, REC. NO. 921189
(R4)	LEE EDWARDS ADDITION, REC. NO. 891121

MONUMENT TABLE

POINT #	MONUMENT DESCRIPTION
1	#4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 301007" 0.15' BELOW GROUND
2	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
3	#4 REBAR WITH ALUMINUM CAP - STAMPED "LS 31925" INSIDE MONUMENT BOX
4	MONUMENT UNDER CONCRETE WALK - MEASURED SHOT WAS TAKEN AT TOP WITH BEST SIGNAL
5	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
6	1.5" ALUMINUM CAP FLUSH WITH GROUND
7	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
8	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
9	1.5" ALUMINUM CAP ILLEGIBLE, 0.6' BELOW SURFACE
10	#4 REBAR NO CAP, FLUSH WITH GROUND
11	#4 REBAR BENT, SHOT AT WHERE IT GOES IN, FLUSH TO GROUND
12	1.5" ALUMINUM CAP, 0.1' ABOVE GROUND
13	#3 REBAR, 0.3' ABOVE GROUND

EXISTING OWNER(S)

EUSABIO RICHARD CONCIADLI, ANNE GAYE CONCIADLI, ANNA MARIE CONCIADLI

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS MAP WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

PRELIMINARY

MILES SMALL
COLORADO P.L.S. #38794
3 ROCKS ENGINEERING AND SURVEYING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333

3 ROCKS ENGINEERING & SURVEYING
430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

SHEET: 1 OF 1
DATE: 03/24/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: 25.005

PZ-25-14

Planning & Zoning Commission Applications

Status: Active

Submitted On: 2/10/2025

Primary Location

2680 OAKSHIRE LN
PUEBLO, CO 81001

Owner

CONCIALDI EUSABIO RICHARD/CONCIALDI COLALANCIA ANNA MARIE/COLALANCIA DONATO ,
1007 W ORMAN AVE
PUEBLO , CO 81004-1431

Applicant

Brandon Hayes
719-204-1311
brandonh@3rocksengineering.com
430 Main St
Canon City, CO 81212

Hearing Information (Office Use Only)

Number of cases

1

Address Validation by GIS?

☐

Planner Assigned

–

Case 1 - Number

S-25-01

P&Z

P&Z Hearing Date

04/09/2025

Case 1 - P&Z Hearing Results

–

Public Notice

Number of Posters

–

Number of Postcards Sent

–

Cost of Newspaper Notice

–

Public Notice Costs

0

Other Fees:

–

Public Notice costs must be paid by:

–

Public notice planning & zoning poster must be displayed BY:

–

Public Notice zoning poster must be displayed UNTIL:

–

City Council

City Council Hearing Date - First Reading

–

City Council Hearing Date - Final Reading

–

Case 1

Case 1 - City Council Hearing Results

–

Case 1 - Ordinance Number

Case 1 - Recording Number, if applicable

Engineer, if applicable

Name

Jared Roberts

Company

3 Rocks Engineering & Surveying

Address

6 S Tejon St #614, Colorado Springs, CO

Zip

80903

Phone Number

7193715275

Email

jaredr@3rocksengineering.com

Surveyor, if applicable

Name

Rafael Bombacini

Company

3 Rocks Engineering & Surveying

Address

6 S Tejon St., Suite 614 Colorado Springs, CO

Zip

80903

Phone Number

7194403763

Email

rafaelb@3rocksengineering.com

Type of Application(s)

1041 Pre-Application (Areas and Activities of State Interest)

☐

1041 Permit (Areas and Activities of State Interest)

☐

Annexation

☐

Annexation Agreement Amendment

☐

Appeal

☐

Comp Plan Amendment

☐

Master Plan/Master Development Plan

☐

Master Sign Plan

☐

Metropolitan District Service Plan

☐

Overall Development Plan

☐

PUD Development Guide Amendment

☐

Rearrangement of Property Boundaries (Lot Line Rearrangement)

☐

Rezoning (Zoning Map Amendment)

☐

Site Plan Review

☐

Special Area Plan (SAP)

☐

Special Use Permit

☐

Subdivision Part I

☑

Vacation

☐

Subdivision

Number of proposed lots in the subdivision?

1

Attachments

COLORADO
Department of Transportation
Region 2

Traffic & Safety

SH047A/MP 2.40 & 4.20 (E-X)
SH050A/MP 317.70 (E-X)
City of Pueblo

April 3, 2025

Beritt Odom bodom@pueblo.us
Principal Planner
City of Pueblo
Planning and Community Development Department
211 E. D Street
Pueblo, CO 81003

RE: Compass Pointe Subdivision (S-25-01)

Beritt:

We are in receipt of a referral request for comments regarding Compass Pointe Subdivision in the City of Pueblo. The development of approximately 14 acres proposes a multi-family development of 192 units. The development is in east Pueblo and access is connected indirectly via local roads to State Highways 047A (13th Street, Troy Ave) and 050B (Troy Ave). After review of all submitted documentation, we have the following comments:

Traffic:

- The Trip Generation Report, dated 03/27/25, comments:

  The project trips generated are well below 20% of the existing background peak hour volumes.

  There are no expected LOS or queue issues identified at the relevant intersections or adequate infrastructure exists to accommodate the development.

  CDOT met with the developers traffic engineer to discuss the report, and they intend to update the report for added clarity.

Hydrology/Hydraulics:

- The Drainage Report, dated 03/24/25, comments:

  PDF p 22 – The peak inflow to the pond is 65.5 cfs. The calculated spillway design flow depth is shown as 1.32 ft. The overflow detail on PDF p 75 shows a spillway depth of only 1'. Based on the spreadsheet, there should be 1' of freeboard above the design depth.

  Please provide an updated drainage report.

Access:

- Section 1.4(1) (Implementation) of the State Highway Access Code states in part that no person shall construct any access providing direct vehicular movement to or from any state highway from or to property in close proximity or abutting a state highway without an access permit issued by the designated issuing authority with the written approval of the Department.
- Section 2.6 (Change in Land Use and Access Use) of the State Highway Access Code states the requirements of a new access permit. It states in part that if any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume increases by 20% and or vehicle type, the permittee or property owner will coordinate with the local authority and the Department to determine if a new access permit and modifications to the access are required.
- CDOT Access Permits are not required for this development.

Additionally:

- On-premises and off-premises signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Gabe Martinez at (719) 251-7830 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Martinez.

Please contact me at (719) 469-3348 or adam.lancaster@state.co.us with any questions.

Sincerely,

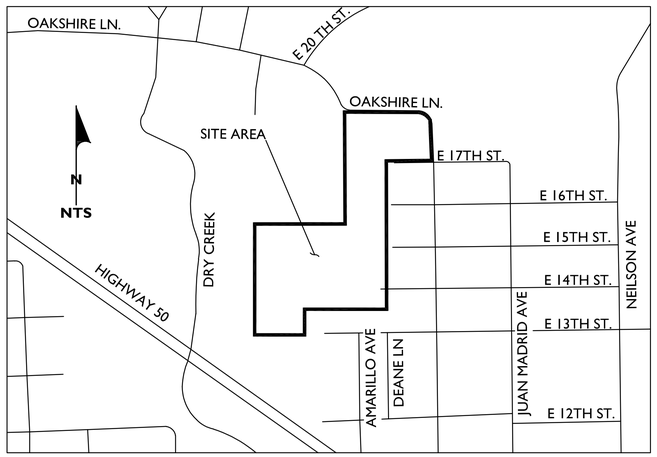


Adam Lancaster, PE
Permits Program Manager
CDOT R2 Traffic & Safety

Xc: file

COMPASS POINTE SUBDIVISION

LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.



VICINITY MAP

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THAT KITTLE PROPERTY GROUP, INC, AN INDIANA CORPORATION BEING SOLE OWNER(S) IN FEE SIMPLE, MORTGAGEE OR LIENHOLDER OF ALL THAT REAL PROPERTY SITUATED IN PUEBLO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675, THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 260 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 617,510.73 SQ. FT. OR 14.176 ACRES, ACRES MORE OR LESS AS SURVEYED;

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOT 1 AS SHOWN ON THIS FINAL PLAT UNDER THE NAME AND STYLE OF COMPASS PONITE, A SUBDIVISION IN THE COUNTY OF PEUBLO; AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF REQUIRED IMPROVEMENTS; AND DOES HEREBY DEDICATE AND SET APART ALL OF THE PUBLIC ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER; AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC FOREVER AS EASEMENTS FOR THE PURPOSES SHOWN HEREIN, UNLESS OTHERWISE EXPRESSLY PROVIDED THEREON; AND DOES HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

include this paragraph to this statement for new easements for the existing sanitary sewer "WITH RESPECT TO ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S)"

EXECUTED THIS _____ DAY OF _____ , A.D., 2025.

_____
OWNER
ADDRESS:

_____
MORTGAGEE OR LIENHOLDER
TITLE
ADDRESS:

STATE OF COLORADO)
)SS
COUNTY OF PEUBLO)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, A.D. 20___,
BY _____

MY COMMISSION EXPIRES
_____
WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, _____ OF _____, PUEBLO, COLORADO HAS SUBSCRIBED THEIR NAME:

THIS _____ DAY OF _____ 202__

BY _____
KITTLE PROPERTY GROUP,INC.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2025, BY KITTLE PROPERTY GROUP, INC. AN INDIANA CORPORATION

MY COMMISSION EXPIRES _____. MY ADDRESS IS
_____

WITNESS MY HAND AND OFFICIAL SEAL._____
NOTARY PUBLIC

SURVEYOR'S NOTES:

1. KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC, TITLE REPORT NUMBER 5162575-F-CO-CP-IND-A, DATED JUNE 22, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE REPORT.
2. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
3. LINEAL UNITS USED ARE U.S. SURVEY FEET.
4. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 LINE OF THE SUBJECT PROPERTY BEARING N01°16'53"W (ASSUMED), A DISTANCE OF 1318.89' FEET, MONUMENTED AS SHOWN HEREON.
5. SUBJECT PROPERTY CONTAINS 617,510.73 SQ. FT. OR 14.176 ACRES, AS SURVEYED.
6. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR PUEBLO COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 080101C0512D, REVISED AUGUST 15, 2019.
7. 3 ROCKS ENGINEERING AND SURVEYING VISITED THE PUEBLO COUNTY CLERK AND RECORDER'S OFFICE ON FEBRUARY 7, 2025, TO SEARCH FOR A DOCUMENT REFERENCING THE VACATED BLOCK 6 OF JAMES ADDITION. HOWEVER, WE WERE UNABLE TO LOCATE BLOCK 6 AS RECORDED IN BOOK 18, PAGE 109.
8. HORIZONTAL DATUM: THE SURVEY WAS PERFORMED UTILIZING GROUND COORDINATES SCALED TO GROUND FROM POINT NUMBER 100, WITHIN THE COLORADO SOUTH ZONE NAD83/ 2011 STATE PLANE COORDINATE SYSTEM. COMBINED SCALE FACTOR=0.999754191783/1.000245868654.
9. DOUBLE MONUMENTATION EXISTS AT THE SOUTHEAST CORNER OF LOT 1, VA VENTURE SUBDIVISION. MONUMENT NO. 12 ACCEPTED. SEE DETAIL "A".
10. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

IMPROVEMENT CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____OF SECTION 12-4-7- (J)(1) AND WITH SECTION 12-4-5 (b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF COMPASS POINTE SUBDIVISION HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____ _____
CITY CLERK

NOTICE :

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY, UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

PRELIMINARY

_____
MILES SMALL
COLORADO P.L.S. #38794
3 ROCKS ENGINEERING AND SURVEYING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333

3 ROCKS ENGINEERING & SURVEYING
430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

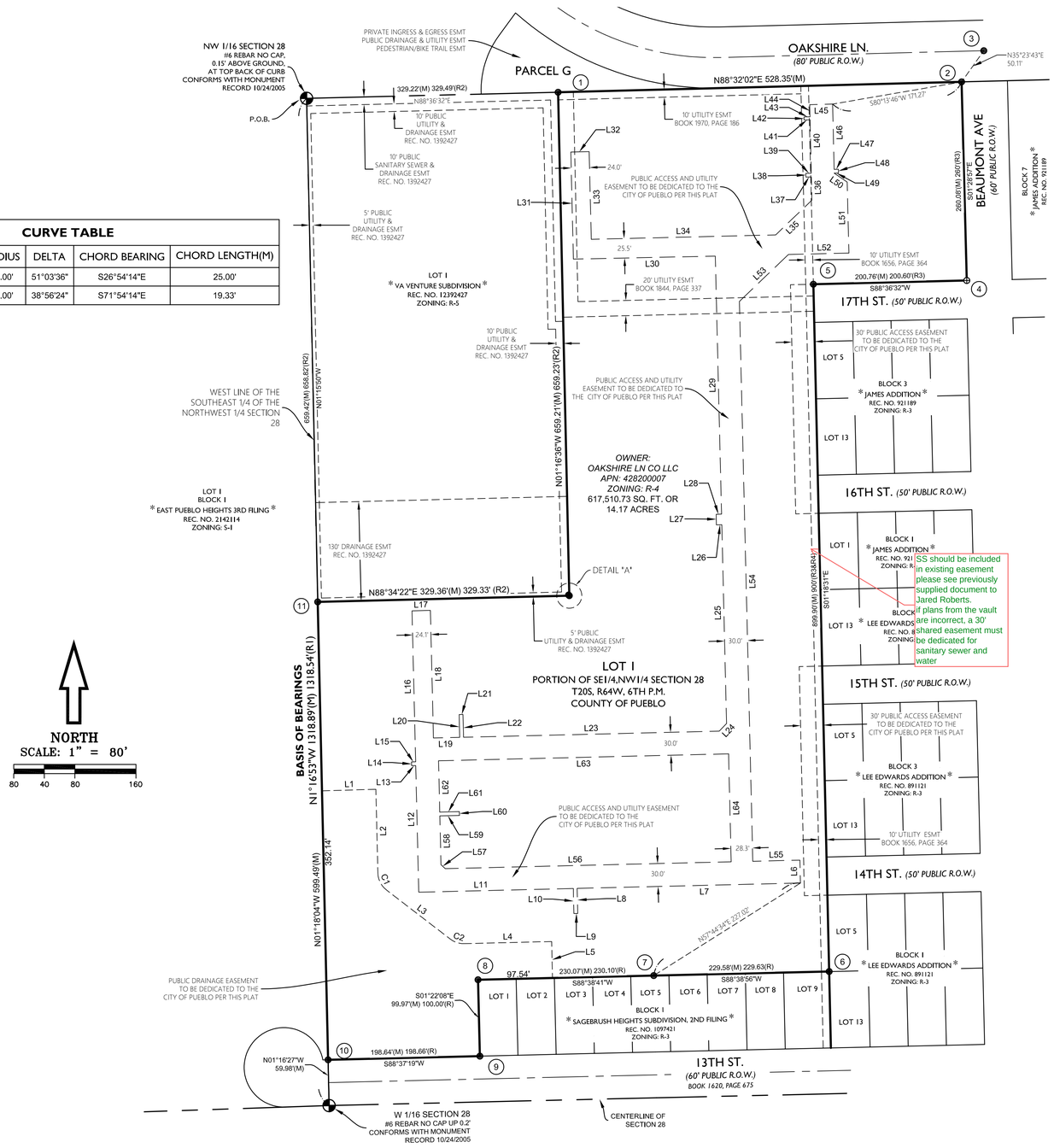
SHEET: 1 OF 2
DATE: 03/24/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: 25.005

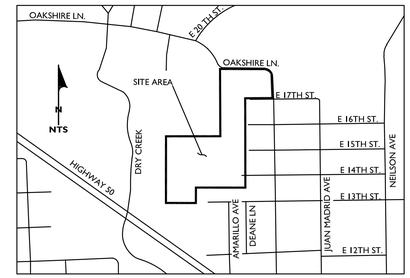
COMPASS POINTE SUBDIVISION

LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LINE TABLE		
LINE #	BEARING	DISTANCE(M)
L1	N88°23'19"E	70.44'
L2	S1°22'26"E	109.63'
L3	S52°26'03"E	105.18'
L4	N88°37'34"E	114.38'
L5	S1°22'26"E	47.74'
L6	N1°18'31"W	30.00'
L7	N88°37'35"E	292.30'
L8	N1°16'49"W	32.76'
L9	N88°37'35"E	5.00'
L10	S1°16'49"E	32.77'
L11	N88°37'35"E	202.40'
L12	S1°21'05"E	165.77'
L13	N88°39'05"E	5.41'
L14	S1°20'55"E	5.00'
L15	S88°39'05"W	5.41'
L16	S1°22'51"E	197.65'
L17	S88°34'22"W	24.07'
L18	N1°22'10"W	167.09'
L19	S88°37'50"W	34.40'
L20	S1°22'24"E	29.88'
L21	S88°37'36"W	5.00'
L22	N1°22'24"W	29.88'
L23	S88°37'50"W	334.81'
L24	S43°31'36"W	13.82'
L25	S1°22'12"E	260.27'
L26	N88°37'48"E	7.04'
L27	S1°22'12"E	13.88'
L28	S88°37'48"W	7.04'
L29	S1°23'26"E	337.87'
L30	N88°47'23"E	185.74'
L31	S1°22'26"E	140.15'
L32	S88°37'34"W	24.00'
L33	N1°22'26"W	114.83'
L34	S88°37'34"W	241.42'
L35	S46°11'55"W	65.62'
L36	S1°16'40"E	30.39'
L37	N88°37'34"E	7.06'
L38	S1°22'26"E	5.00'
L39	S88°37'34"W	7.07'
L40	S1°16'40"E	69.86'
L41	N88°43'24"E	7.80'
L42	S1°16'36"E	4.00'
L43	S88°43'24"W	7.80'
L44	S1°16'40"E	15.85'
L45	S88°32'02"W	30.00'
L46	N1°16'40"W	85.40'
L47	S88°56'22"W	5.66'
L48	N1°16'40"W	5.00'
L49	N88°43'20"E	5.66'
L50	N55°32'20"W	20.65'
L51	N1°21'07"W	92.91'
L52	N88°37'36"E	79.18'
L53	N46°11'55"E	88.84'
L54	N1°22'15"W	733.05'
L55	S88°37'35"W	61.67'
L56	S88°37'35"W	374.35'
L57	N46°29'04"W	7.61'
L58	N1°20'55"W	63.79'
L59	N88°37'34"E	25.75'
L60	N1°22'26"W	5.00'
L61	S88°37'34"W	25.75'
L62	N1°20'55"W	67.19'
L63	N88°37'50"E	379.69'
L64	S1°22'20"E	141.33'

CURVE TABLE					
CURVE #	LENGTH(M)	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH(M)
C1	25.84'	29.00'	51°03'36"	S26°54'14"E	25.00'
C2	19.71'	29.00'	38°56'24"	S71°54'14"E	19.33'





VICINITY MAP

COORDINATES TABLE

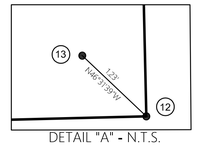
POINT #	GROUND	GRID
1	X=3,268,411.819 Y=1,590,321.331	X=3,268,411.756 Y=1,590,321.104
2	X=3,268,939.998 Y=1,590,334.850	X=3,268,939.804 Y=1,590,334.619
6	X=3,268,766.575 Y=1,589,170.318	X=3,268,766.425 Y=1,589,170.374
10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377

LEGEND

●	FOUND MONUMENT AS NOTED
◓	FOUND SECTION MONUMENT AS NOTED
⊕	SIGNAL SHOT ON CONCRETE
R.O.W.	RIGHT OF WAY
ESMT	EASEMENT
REC.	RECORDING
NO.	NUMBER
* *	NOT A PART OF THIS SUBDIVISION
(M)	MEASURED DISTANCE
(R)	SAGEBRUSH HEIGHTS SUB 2ND FILING, REC, NO, 1097421
(R1)	EAST PUEBLO HEIGHTS, 3RD FILING,, REC, NO, 2142114
(R2)	VA VENTURE SUBDIVISION, REC, NO, 1392427
(R3)	JAMES ADDITION, REC, NO, 921189
(R4)	LEE EDWARDS ADDITION, REC, NO, 891121

MONUMENT TABLE

POINT #	MONUMENT DESCRIPTION
1	#4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 301007" 0.15' BELOW GROUND
2	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
3	#4 REBAR WITH ALUMINUM CAP - STAMPED "LS 31925" INSIDE MONUMENT BOX
4	MONUMENT UNDER CONCRETE WALK - MEASURED SHOT WAS TAKEN AT TOP WITH BEST SIGNAL
5	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
6	1.5" ALUMINUM CAP FLUSH WITH GROUND
7	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
8	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
9	1.5" ALUMINUM CAP ILLEGIBLE, 0.6' BELOW SURFACE
10	#4 REBAR NO CAP, FLUSH WITH GROUND
11	#4 REBAR BENT, SHOT AT WHERE IT GOES IN, FLUSH TO GROUND
12	1.5" ALUMINUM CAP, 0.1' ABOVE GROUND
13	#3 REBAR, 0.3' ABOVE GROUND



DETAIL "A" - N.T.S.

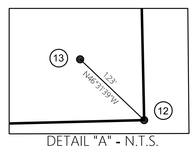
3 ROCKS ENGINEERING & SURVEYING
430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

SHEET: 2 OF 2
DATE: 03/24/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: 25.005

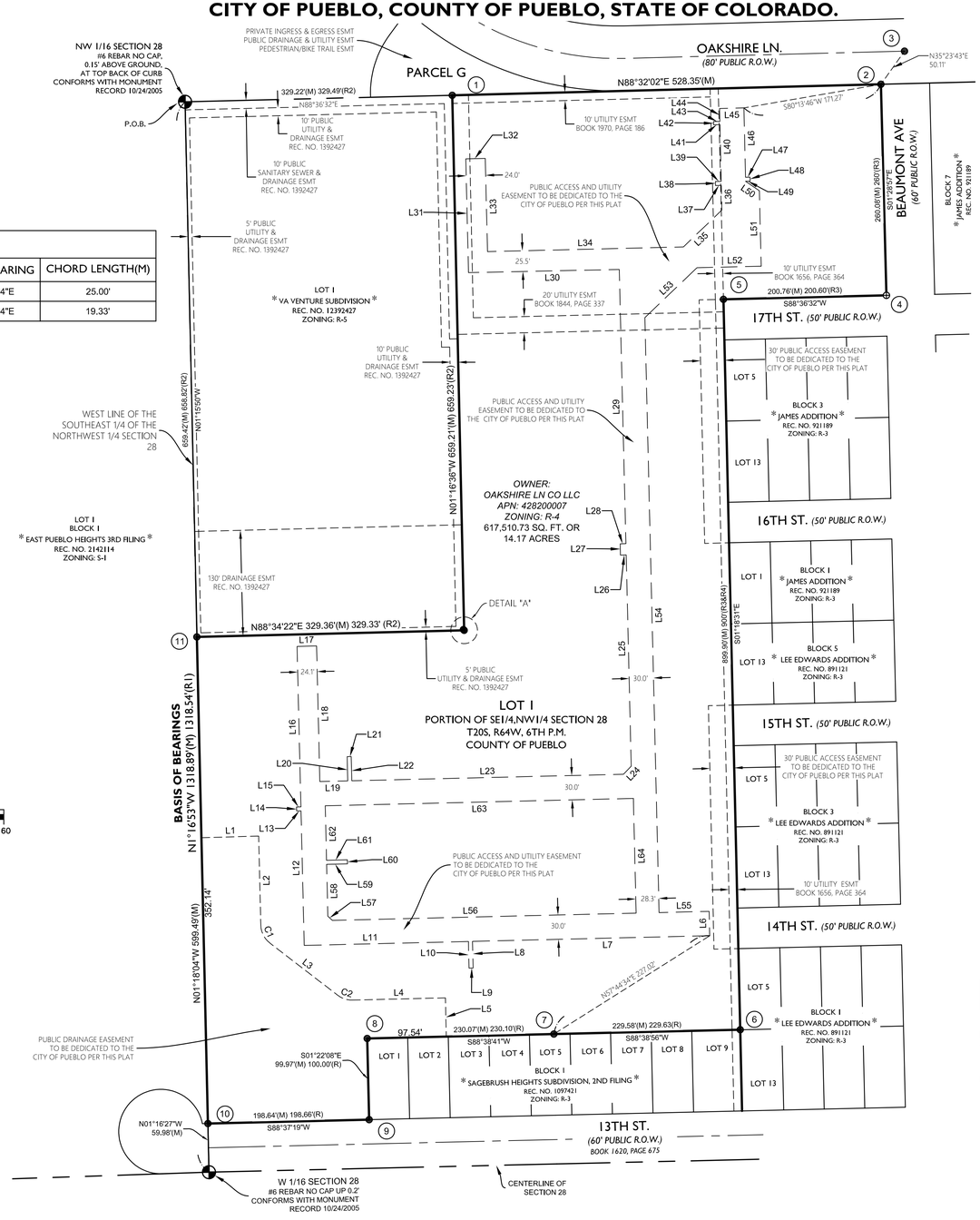
SUPPLEMENTAL MAP
COMPASS POINTE SUBDIVISION
LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

LINE TABLE		
LINE #	BEARING	DISTANCE(M)
L1	N88°23'19"E	70.44'
L2	S1°22'26"E	109.63'
L3	S52°26'03"E	105.18'
L4	N88°37'34"E	114.38'
L5	S1°22'26"E	47.74'
L6	N1°18'31"W	30.00'
L7	N88°37'35"E	292.30'
L8	N1°16'49"W	32.76'
L9	N88°37'35"E	5.00'
L10	S1°16'49"E	32.77'
L11	N88°37'35"E	202.40'
L12	S1°21'05"E	165.77'
L13	N88°39'05"E	5.41'
L14	S1°20'55"E	5.00'
L15	S88°39'05"W	5.41'
L16	S1°22'51"E	197.65'
L17	S88°34'22"W	24.07'
L18	N1°22'10"W	167.09'
L19	S88°37'50"W	34.40'
L20	S1°22'24"E	29.88'
L21	S88°37'36"W	5.00'
L22	N1°22'24"W	29.88'
L23	S88°37'50"W	334.81'
L24	S43°31'36"W	13.82'
L25	S1°22'12"E	260.27'
L26	N88°37'48"E	7.04'
L27	S1°22'12"E	13.88'
L28	S88°37'48"W	7.04'
L29	S1°23'26"E	337.87'
L30	N88°47'23"E	185.74'
L31	S1°22'26"E	140.15'
L32	S88°37'34"W	24.00'
L33	N1°22'26"W	114.83'
L34	S88°37'34"W	241.42'
L35	S46°11'55"W	65.62'
L36	S1°16'40"E	30.39'
L37	N88°37'34"E	7.06'
L38	S1°22'26"E	5.00'
L39	S88°37'34"W	7.07'
L40	S1°16'40"E	69.86'
L41	N88°43'24"E	7.80'
L42	S1°16'36"E	4.00'
L43	S88°43'24"W	7.80'
L44	S1°16'40"E	15.85'
L45	S88°32'02"W	30.00'
L46	N1°16'40"W	85.40'
L47	S88°56'22"W	5.66'
L48	N1°16'40"W	5.00'
L49	N88°43'20"E	5.66'
L50	N55°32'20"W	20.65'
L51	N1°21'07"W	92.91'
L52	N88°37'36"E	79.18'
L53	N46°11'55"E	88.84'
L54	N1°22'15"W	733.05'
L55	S88°37'35"W	61.67'
L56	S88°37'35"W	374.35'
L57	N46°29'04"W	7.61'
L58	N1°20'55"W	63.79'
L59	N88°37'34"E	25.75'
L60	N1°22'26"W	5.00'
L61	S88°37'34"W	25.75'
L62	N1°20'55"W	67.19'
L63	N88°37'50"E	379.69'
L64	S1°22'20"E	141.33'

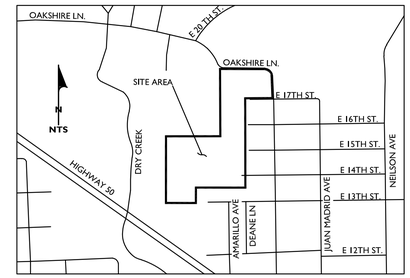
CURVE TABLE					
CURVE #	LENGTH(M)	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH(M)
C1	25.84'	29.00'	51°03'36"	S26°54'14"E	25.00'
C2	19.71'	29.00'	38°56'24"	S71°54'14"E	19.33'



DETAIL "A" - N.T.S.



NORTH
SCALE: 1" = 80'
80 40 80 160



VICINITY MAP

COORDINATES TABLE

POINT #	GROUND	GRID
1	X=3,268,411.819 Y=1,590,321.331	X=3,268,411.756 Y=1,590,321.104
2	X=3,268,939.998 Y=1,590,334.850	X=3,268,939.804 Y=1,590,334.619
6	X=3,268,766.575 Y=1,589,170.318	X=3,268,766.425 Y=1,589,170.374
10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377

LEGEND

●	FOUND MONUMENT AS NOTED
◕	FOUND SECTION MONUMENT AS NOTED
⊕	SIGNAL SHOT ON CONCRETE
R.O.W.	RIGHT OF WAY
ESMT	EASEMENT
REC.	RECORDING
NO.	NUMBER
* *	NOT A PART OF THIS SUBDIVISION
(M)	MEASURED DISTANCE
(R)	SAGEBRUSH HEIGHTS SUB 2ND FILING, REC. NO. 1097421
(R1)	EAST PUEBLO HEIGHTS, 3RD FILING., REC. NO. 2142114
(R2)	VA VENTURE SUBDIVISION, REC. NO. 1392427
(R3)	JAMES ADDITION, REC. NO. 921189
(R4)	LEE EDWARDS ADDITION, REC. NO. 891121

MONUMENT TABLE

POINT #	MONUMENT DESCRIPTION
1	#4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 301007" 0.15' BELOW GROUND
2	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
3	#4 REBAR WITH ALUMINUM CAP - STAMPED "LS 31925" INSIDE MONUMENT BOX
4	MONUMENT UNDER CONCRETE WALK - MEASURED SHOT WAS TAKEN AT TOP WITH BEST SIGNAL
5	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
6	1.5" ALUMINUM CAP FLUSH WITH GROUND
7	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
8	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
9	1.5" ALUMINUM CAP ILLEGIBLE, 0.6' BELOW SURFACE
10	#4 REBAR NO CAP, FLUSH WITH GROUND
11	#4 REBAR BENT, SHOT AT WHERE IT GOES IN, FLUSH TO GROUND
12	1.5" ALUMINUM CAP, 0.1' ABOVE GROUND
13	#3 REBAR, 0.3' ABOVE GROUND

EXISTING OWNER(S)

EUSABIO RICHARD CONCIADLI, ANNE GAYE CONCIADLI, ANNA MARIE CONCIADLI

SURVEYOR'S STATEMENT:

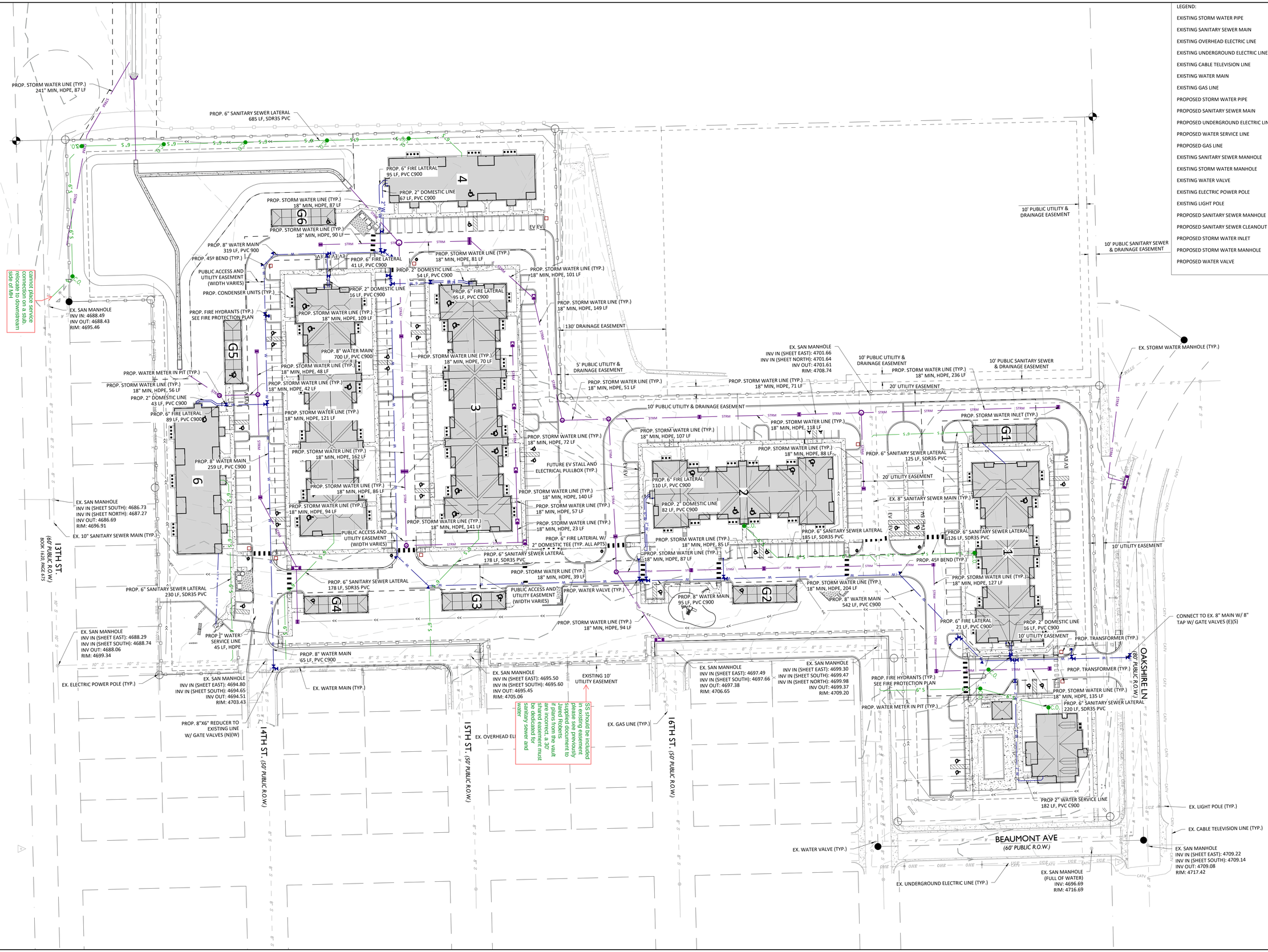
I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS MAP WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

PRELIMINARY

MILES SMALL
COLORADO P.L.S. #38794
3 ROCKS ENGINEERING AND SURVEYING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333

3 ROCKS ENGINEERING & SURVEYING
430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

SHEET: 1 OF 1
DATE: 03/24/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: 25.005



LEGEND:

- EXISTING STORM WATER PIPE — STRM
- EXISTING SANITARY SEWER MAIN — S
- EXISTING OVERHEAD ELECTRIC LINE — OHE
- EXISTING UNDERGROUND ELECTRIC LINE — UGE
- EXISTING CABLE TELEVISION LINE — CATV
- EXISTING WATER MAIN — W
- EXISTING GAS LINE — G
- PROPOSED STORM WATER PIPE — STRM
- PROPOSED SANITARY SEWER MAIN — S
- PROPOSED UNDERGROUND ELECTRIC LINE — E
- PROPOSED WATER SERVICE LINE — w
- PROPOSED GAS LINE — G
- EXISTING SANITARY SEWER MANHOLE
- EXISTING STORM WATER MANHOLE
- EXISTING WATER VALVE
- EXISTING ELECTRIC POWER POLE
- EXISTING LIGHT POLE
- PROPOSED SANITARY SEWER MANHOLE
- PROPOSED SANITARY SEWER CLEANOUT — C.O.
- PROPOSED STORM WATER INLET
- PROPOSED STORM WATER MANHOLE
- PROPOSED WATER VALVE

0 25' 50'
SCALE: 1" = 50'

3 ROCKS ENGINEERING & SURVEYING
430 MAIN STREET
CAÑON CITY, CO 81212
719.430.5333
www.3rocksengineering.com

FOR MUNICIPAL USE:

COMPASS POINTE

PORTION OF SE1/4, NW1/4 SECTION 28 T20S, R64W, 6TH P.M. COUNTY OF PUEBLO COLORADO

ISSUED DATES
02/03/2025-50% CD'S
03/03/2025-90% CD'S

PROJECT ENG:JAR
QA/QC:JAR/AWE/NRC
DRAWN BY:JAS
PRJ # 25.005
DATE: 03/3/2025

C10.0

OVERALL UTILITY PLAN

p:\2025\25.005- compass pointe\c-our\jha\2025-0324_ final plat resubmittal\compass pointe - overall utility plan - version 2.dwg 3/24/2025 3:58:19 PM JARED ROBERTS

RUN SPELL CHECK ON ENTIRE DRAWING AS I FOUND A FEW SPELLING ERRORS

COMPASS POINTE SUBDIVISION

LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

USE STANDARD CITY OF PUEBLO LANGUAGE STATEMENT

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THAT KITTLE PROPERTY GROUP, INC, AN INDIANA CORPORATION BEING SOLE OWNER(S) IN FEE SIMPLE, MORTGAGEE OR LIENHOLDER OF ALL THAT REAL PROPERTY SITUATED IN PUEBLO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4;
EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675, THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 260 FEET OF THE WEST 237.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 617,510.73 SQ. FT. OR 14.176 ACRES, ACRES MORE OR LESS AS SURVEYED;

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOT 1 AS SHOWN ON THIS FINAL PLAT UNDER THE NAME AND STYLE OF COMPASS POINTE, A SUBDIVISION IN THE COUNTY OF PUEBLO; AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF REQUIRED IMPROVEMENTS; AND DOES HEREBY DEDICATE AND SET APART ALL OF THE PUBLIC ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER; AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC FOREVER AS EASEMENTS FOR THE PURPOSES SHOWN HEREIN, UNLESS OTHERWISE EXPRESSLY PROVIDED THEREON; AND DOES HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

EXECUTED THIS ____ DAY OF _____, A.D., 2025.

_____
OWNER
ADDRESS:

_____
MORTGAGEE OR LIENHOLDER
TITLE
ADDRESS:

STATE OF COLORADO)
)SS
COUNTY OF PEUBLO)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, A.D. 20___,
BY _____

MY COMMISSION EXPIRES
_____
WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

IN WITNESS WHEREOF, _____ OF _____, PUEBLO, COLORADO HAS SUBSCRIBED THEIR NAME:

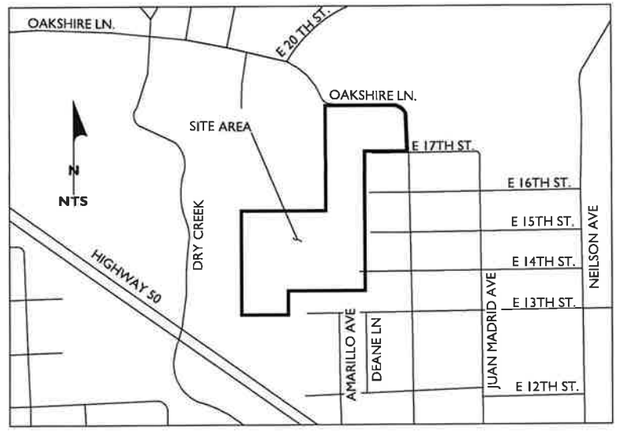
THIS _____ DAY OF _____202__

BY _____
KITTLE PROPERTY GROUP,INC.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2025, BY KITTLE PROPERTY GROUP, INC. AN INDIANA CORPORATION

MY COMMISSION EXPIRES _____, MY ADDRESS IS
_____

WITNESS MY HAND AND OFFICIAL SEAL. _____
NOTARY PUBLIC



VICINITY MAP

SURVEYOR'S NOTES:

1. KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC, TITLE REPORT NUMBER 5182575-F-CO-CP-IND-A, DATED JUNE 22, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY, THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE REPORT.
2. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON, SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
3. LINEAL UNITS USED ARE U.S. SURVEY FEET.
4. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 LINE OF THE SUBJECT PROPERTY BEARING N01°16'53"W (ASSUMED), A DISTANCE OF 1318.89' FEET, MONUMENTED AS SHOWN HEREON.
5. SUBJECT PROPERTY CONTAINS 617,510.73 SQ. FT. OR 14.176 ACRES, AS SURVEYED.
6. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR PUEBLO COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 080101C0512D, REVISED AUGUST 15, 2019.
7. 3 ROCKS ENGINEERING AND SURVEYING VISITED THE PUEBLO COUNTY CLERK AND RECORDER'S OFFICE ON FEBRUARY 7, 2025, TO SEARCH FOR A DOCUMENT REFERENCING THE VACATED BLOCK 6 OF JAMES ADDITION. HOWEVER, WE WERE UNABLE TO LOCATE BLOCK 6 AS RECORDED IN BOOK 18, PAGE 109.
8. HORIZONTAL DATUM: THE SURVEY WAS PERFORMED UTILIZING GROUND COORDINATES SCALED TO GROUND FROM POINT NUMBER 100, WITHIN THE COLORADO SOUTH ZONE NAD83/ 2011 STATE PLANE COORDINATE SYSTEM. COMBINED SCALE FACTOR=0.999754191783/1.000245868654.
9. DOUBLE MONUMENTATION EXISTS AT THE SOUTHEAST CORNER OF LOT 1, VA VENTURE SUBDIVISION. MONUMENT NO. 12 ACCEPTED. SEE DETAIL "A".
10. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

CURRENT OWNER MUST SIGN OR PROVIDE POWER OF ATTORNEY

IMPROVEMENT CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ OF SECTION 12-4-7- (J)(1) AND WITH SECTION 12-4-5 (b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF COMPASS POINTE SUBDIVISION HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____ _____
CITY CLERK

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY, UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE THE CITY DIRECTOR OF PARKS AND RECREATION. THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

~~PRELIMINARY~~

MILES SMALL
COLORADO P.L.S. #38794
3 ROCKS ENGINEERING AND SURVEYING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333

3 ROCKS ENGINEERING & SURVEYING
430 Main Street
Cañon City, CO 81212
719-430-5333
www.3rocksengineering.com

SHEET: 1 OF 2
DATE: 03/24/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: ~~25.005~~

COMPASS POINTE SUBDIVISION

LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT THAT KITTLE PROPERTY GROUP, INC, AN INDIANA CORPORATION BEING SOLE OWNER(S) IN FEE SIMPLE, MORTGAGEE OR LIENHOLDER OF ALL THAT REAL PROPERTY SITUATED IN PUEBLO COUNTY, COLORADO DESCRIBED AS FOLLOWS:

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4;
EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675, THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 260 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

CONTAINING 617,510.73 SQ. FT. OR 14.176 ACRES, ACRES MORE OR LESS AS SURVEYED;

HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOT 1 AS SHOWN ON THIS FINAL PLAT UNDER THE NAME AND STYLE OF COMPASS PONITE, A SUBDIVISION IN THE COUNTY OF PEUBLO; AND DOES HEREBY ACCEPT THE RESPONSIBILITY FOR THE COMPLETION OF REQUIRED IMPROVEMENTS; AND DOES HEREBY DEDICATE AND SET APART ALL OF THE PUBLIC ROADS AND OTHER PUBLIC IMPROVEMENTS AND PLACES AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER; AND DOES HEREBY DEDICATE THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE CREATED AS EASEMENTS ON THE ACCOMPANYING PLAT TO THE PUBLIC FOREVER AS EASEMENTS FOR THE PURPOSES SHOWN HEREIN, UNLESS OTHERWISE EXPRESSLY PROVIDED THEREON; AND DOES HEREBY GRANT THE RIGHT TO INSTALL AND MAINTAIN NECESSARY STRUCTURES TO THE ENTITY RESPONSIBLE FOR PROVIDING THE SERVICES FOR WHICH THE EASEMENTS ARE ESTABLISHED.

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNER(S) OF THE LOTS OR PARCELS UPON WHICH THE EASEMENTS ARE LOCATED. THE CITY OF PUEBLO IS HEREBY GRANTED THE RIGHT BUT NOT THE OBLIGATION IN ITS DISCRETION TO MAINTAIN, REPAIR, OR REPLACE THE DRAINAGE FACILITIES WITHIN SUCH EASEMENTS AND TO RECOVER THE COSTS THEREOF, PLUS ADMINISTRATIVE EXPENSES FROM SAID OWNER(S). ALL DRAINAGE EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

EXECUTED THIS _____ DAY OF _____ , A.D., 2025.

_____
OWNER
ADDRESS:

_____
MORTGAGEE OR LIENHOLDER
TITLE
ADDRESS:

STATE OF COLORADO)
)SS
COUNTY OF PEUBLO)

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF _____, A.D. 20___,
BY _____

MY COMMISSION EXPIRES
_____
WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

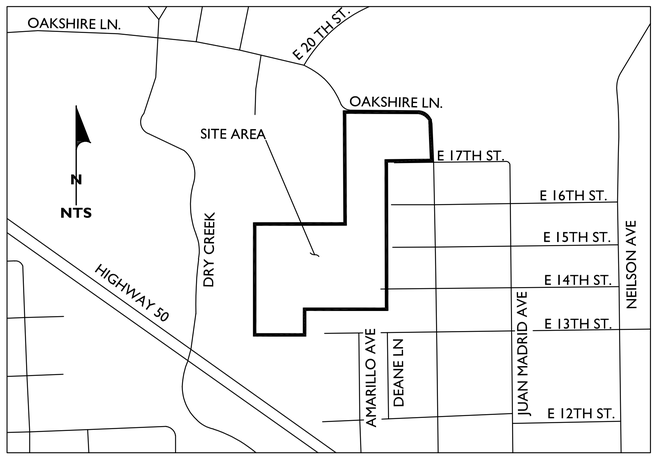
IN WITNESS WHEREOF, _____ OF _____, PUEBLO, COLORADO HAS SUBSCRIBED THEIR NAME:

THIS _____ DAY OF _____ 202__

BY _____
KITTLE PROPERTY GROUP,INC.

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2025, BY KITTLE PROPERTY GROUP, INC. AN INDIANA CORPORATION

MY COMMISSION EXPIRES _____. MY ADDRESS IS
_____
WITNESS MY HAND AND OFFICIAL SEAL._____
NOTARY PUBLIC



VICINITY MAP

SURVEYOR'S NOTES:

1. KENSINGTON VANGUARD NATIONAL LAND SERVICES, LLC, TITLE REPORT NUMBER 5162575-F-CO-CP-IND-A, DATED JUNE 22, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS-OF-WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE REPORT.
2. THIS SURVEY WAS PREPARED FOR THE EXCLUSIVE USE OF PERSONS NAMED IN THE STATEMENT HEREON. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID PERSON.
3. LINEAL UNITS USED ARE U.S. SURVEY FEET.
4. BASIS OF BEARINGS: THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 28 LINE OF THE SUBJECT PROPERTY BEARING N01°16'53"W (ASSUMED), A DISTANCE OF 1318.89' FEET, MONUMENTED AS SHOWN HEREON.
5. SUBJECT PROPERTY CONTAINS 617,510.73 SQ. FT. OR 14.176 ACRES, AS SURVEYED.
6. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) PER FLOOD INSURANCE RATE MAP FOR PUEBLO COUNTY, COLORADO AND INCORPORATED AREAS, MAP NUMBER 080101C0512D, REVISED AUGUST 15, 2019.
7. 3 ROCKS ENGINEERING AND SURVEYING VISITED THE PUEBLO COUNTY CLERK AND RECORDER'S OFFICE ON FEBRUARY 7, 2025, TO SEARCH FOR A DOCUMENT REFERENCING THE VACATED BLOCK 6 OF JAMES ADDITION. HOWEVER, WE WERE UNABLE TO LOCATE BLOCK 6 AS RECORDED IN BOOK 18, PAGE 109.
8. HORIZONTAL DATUM: THE SURVEY WAS PERFORMED UTILIZING GROUND COORDINATES SCALED TO GROUND FROM POINT NUMBER 100, WITHIN THE COLORADO SOUTH ZONE NAD83/ 2011 STATE PLANE COORDINATE SYSTEM. COMBINED SCALE FACTOR=0.999754191783/1.000245868654.
9. DOUBLE MONUMENTATION EXISTS AT THE SOUTHEAST CORNER OF LOT 1, VA VENTURE SUBDIVISION. MONUMENT NO. 12 ACCEPTED. SEE DETAIL "A".
10. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

IMPROVEMENT CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO.

_____OF SECTION 12-4-7- (J)(1) AND WITH SECTION 12-4-5 (b), OF THE 1971

CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF COMPASS POINTE SUBDIVISION HAS BEEN

APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER

OF PUEBLO COUNTY, COLORADO.

DATE: _____ _____
CITY CLERK

NOTICE :

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY, UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING

COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

SURVEYOR'S STATEMENT:

I, MILES SMALL, A REGISTERED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THE SURVEY REPRESENTED BY THIS PLAT WAS MADE UNDER MY PERSONAL SUPERVISION AND CHECKING. I FURTHER CERTIFY THAT THE SURVEY AND THIS PLAT COMPLIES WITH ALL APPLICABLE RULES, REGULATIONS, AND LAWS OF THE STATE OF COLORADO, STATE BOARD OF REGISTRATION FOR PROFESSIONAL LAND SURVEYORS, CITY OF PUEBLO AND PUEBLO COUNTY.

PRELIMINARY

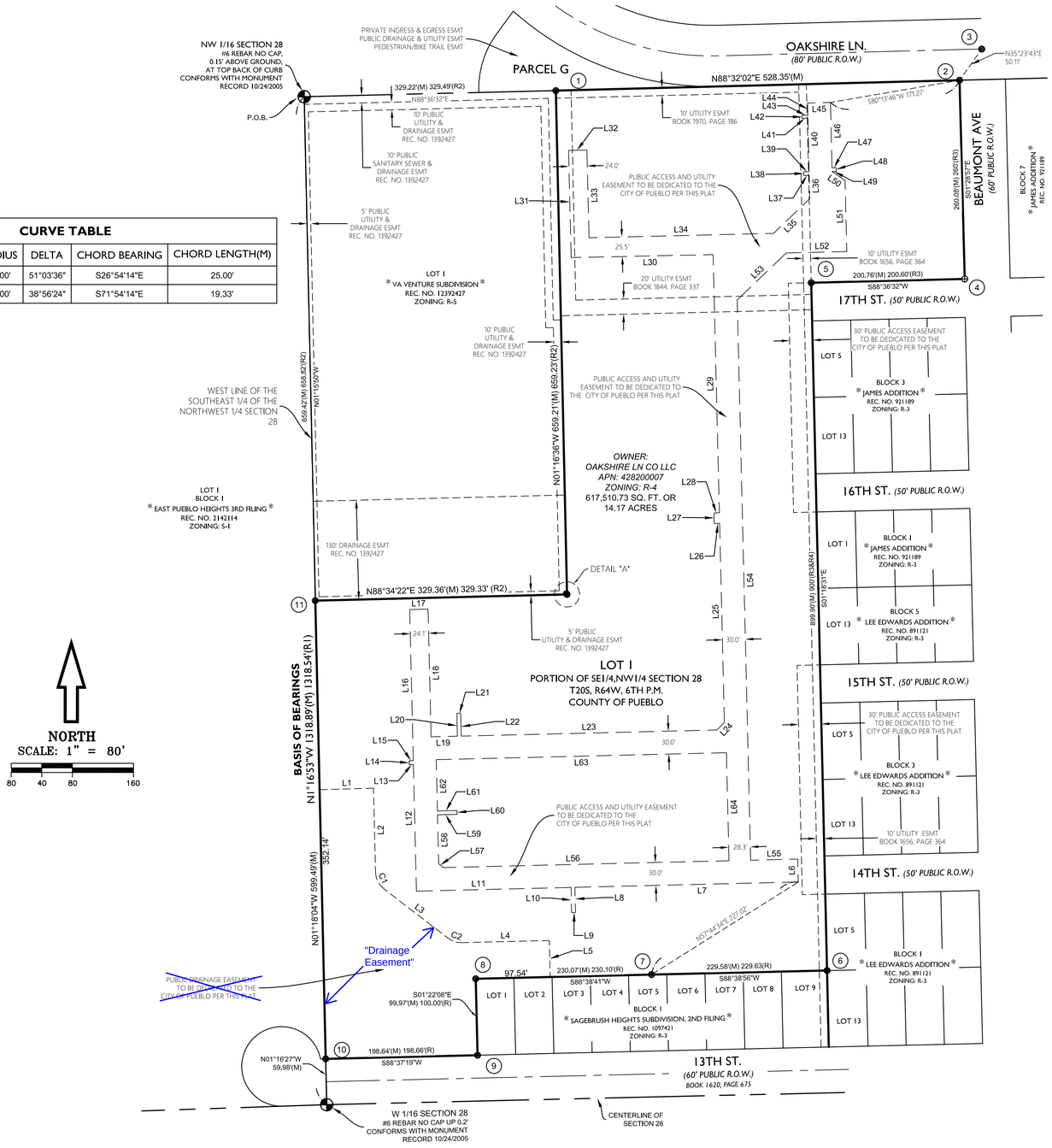
_____
MILES SMALL
COLORADO P.L.S. #38794
3 ROCKS ENGINEERING AND SURVEYING, LLC
430 MAIN ST CANON CITY, CO
PHONE: 719-430-5333

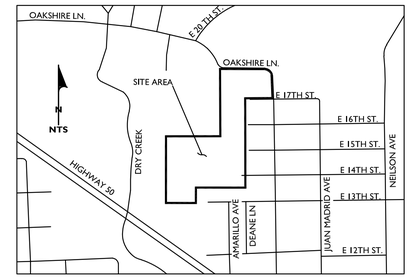
3 ROCKS
ENGINEERING
& SURVEYING
430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

SHEET: 1 OF 2
DATE: 03/24/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: 25.005

COMPASS POINTE SUBDIVISION

LOCATED IN THE PORTION OF THE SOUTHEAST QUARTER, OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.





VICINITY MAP

LINE TABLE		
LINE #	BEARING	DISTANCE(M)
L1	N88°23'19"E	70.44'
L2	S1°22'26"E	109.63'
L3	S52°26'03"E	105.18'
L4	N88°37'34"E	114.38'
L5	S1°22'26"E	47.74'
L6	N1°18'31"W	30.00'
L7	N88°37'35"E	292.30'
L8	N1°16'49"W	32.76'
L9	N88°37'35"E	5.00'
L10	S1°16'49"E	32.77'
L11	N88°37'35"E	202.40'
L12	S1°21'05"E	165.77'
L13	N88°39'05"E	5.41'
L14	S1°20'55"E	5.00'
L15	S88°39'05"W	5.41'
L16	S1°22'51"E	197.65'
L17	S88°34'22"W	24.07'
L18	N1°22'10"W	167.09'
L19	S88°37'50"W	34.40'
L20	S1°22'24"E	29.88'
L21	S88°37'36"W	5.00'
L22	N1°22'24"W	29.88'
L23	S88°37'50"W	334.81'
L24	S43°31'36"W	13.82'
L25	S1°22'12"E	260.27'
L26	N88°37'48"E	7.04'
L27	S1°22'12"E	13.88'
L28	S88°37'48"W	7.04'
L29	S1°23'26"E	337.87'
L30	N88°47'23"E	185.74'
L31	S1°22'26"E	140.15'
L32	S88°37'34"W	24.00'
L33	N1°22'26"W	114.83'
L34	S88°37'34"W	241.42'
L35	S46°11'55"W	65.62'
L36	S1°16'40"E	30.39'
L37	N88°37'34"E	7.06'
L38	S1°22'26"E	5.00'
L39	S88°37'34"W	7.07'
L40	S1°16'40"E	69.86'
L41	N88°43'24"E	7.80'
L42	S1°16'36"E	4.00'
L43	S88°43'24"W	7.80'
L44	S1°16'40"E	15.85'
L45	S88°32'02"W	30.00'
L46	N1°16'40"W	85.40'
L47	S88°56'22"W	5.66'
L48	N1°16'40"W	5.00'
L49	N88°43'20"E	5.66'
L50	N55°32'20"W	20.65'
L51	N1°21'07"W	92.91'
L52	N88°37'36"E	79.18'
L53	N46°11'55"E	88.84'
L54	N1°22'15"W	733.05'
L55	S88°37'35"W	61.67'
L56	S88°37'35"W	374.35'
L57	N46°29'04"W	7.61'
L58	N1°20'55"W	63.79'
L59	N88°37'34"E	25.75'
L60	N1°22'26"W	5.00'
L61	S88°37'34"W	25.75'
L62	N1°20'55"W	67.19'
L63	N88°37'50"E	379.69'
L64	S1°22'20"E	141.33'

CURVE TABLE					
CURVE #	LENGTH(M)	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH(M)
C1	25.84'	29.00'	51°03'36"	S26°54'14"E	25.00'
C2	19.71'	29.00'	38°56'24"	S71°54'14"E	19.33'

NORTH
SCALE: 1" = 80'
80 40 80 160

COORDINATES TABLE

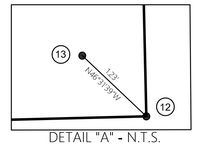
POINT #	GROUND	GRID
1	X=3,268,411.819 Y=1,590,321.331	X=3,268,411.756 Y=1,590,321.104
2	X=3,268,939.998 Y=1,590,334.850	X=3,268,939.804 Y=1,590,334.619
6	X=3,268,766.575 Y=1,589,170.318	X=3,268,766.425 Y=1,589,170.374
10	X=3,268,110.856 Y=1,589,054.746	X=3,268,110.867 Y=1,589,054.830
100	X=3,268,155.163 Y=1,589,395.377	X=3,268,155.163 Y=1,589,395.377

LEGEND

●	FOUND MONUMENT AS NOTED
◓	FOUND SECTION MONUMENT AS NOTED
⊕	SIGNAL SHOT ON CONCRETE
R.O.W.	RIGHT OF WAY
ESMT	EASEMENT
REC.	RECORDING
NO.	NUMBER
* *	NOT A PART OF THIS SUBDIVISION
(M)	MEASURED DISTANCE
(R)	SAGEBRUSH HEIGHTS SUB 2ND FILING, REC, NO, 1097421
(R1)	EAST PUEBLO HEIGHTS, 3RD FILING,, REC, NO, 2142114
(R2)	VA VENTURE SUBDIVISION, REC, NO, 1392427
(R3)	JAMES ADDITION, REC, NO, 921189
(R4)	LEE EDWARDS ADDITION, REC, NO, 891121

MONUMENT TABLE

POINT #	MONUMENT DESCRIPTION
1	#4 REBAR WITH YELLOW PLASTIC CAP STAMPED "PLS 301007" 0.15' BELOW GROUND
2	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
3	#4 REBAR WITH ALUMINUM CAP - STAMPED "LS 31925" INSIDE MONUMENT BOX
4	MONUMENT UNDER CONCRETE WALK - MEASURED SHOT WAS TAKEN AT TOP WITH BEST SIGNAL
5	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
6	1.5" ALUMINUM CAP FLUSH WITH GROUND
7	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" FLUSH WITH GROUND
8	#5 REBAR WITH GREEN PLASTIC CAP STAMPED "PLS 38081" 0.1' ABOVE GROUND
9	1.5" ALUMINUM CAP ILLEGIBLE, 0.6' BELOW SURFACE
10	#4 REBAR NO CAP, FLUSH WITH GROUND
11	#4 REBAR BENT, SHOT AT WHERE IT GOES IN, FLUSH TO GROUND
12	1.5" ALUMINUM CAP, 0.1' ABOVE GROUND
13	#3 REBAR, 0.3' ABOVE GROUND



DETAIL "A" - N.T.S.

3 ROCKS ENGINEERING & SURVEYING
430 Main Street
Cañon City, CO 81212
719.430.5333
www.3rocksengineering.com

SHEET: 2 OF 2
DATE: 03/24/2025
DRAWN BY: DS
REVIEWED BY: MS
PROJECT: 25.005

Jeff Hawkins, PE, CFM
Stormwater Engineering Manager

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Beritt Odom, Principal Planner

FROM: Noah Stamm, Drainage Engineer

DATE: March 14, 2025

SUBJECT: S-25-01 Compass Point Subdivision 1st submittal review

---

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = March 14 comments
Red = April 4 comments
(~~Crossed out items~~ indicate they have been addressed.)

Part I Comments

1. See 1st redlined plat. See 2nd redlined plat.

2. ~~See 1st redlined drainage report. Preliminary drainage report is approved and will be further reviewed in Part II for final.~~

3. Provide a Stormwater Facility Maintenance Agreement per Pueblo Municipal Code 16.12.10.d. Fillable forms and guidance documents can be found here: https://www.pueblo.us/2883/Forms. This was not provided, and needs submitted for review.

4. Provide Supplemental map. Supplemental map is missing location and size of existing sanitary and storm sewers, location of existing buildings, watercourses, tree masses, and existing features which may affect the plat, and contour lines with contour intervals of 2' or less per subdivision review checklist part I.

Part II Comments

*Further comments will come in part II, these are just general comments

5. Provide an Erosion and Sediment Control Plan (ESCP) in accordance with "Erosion and Sediment Control Plan Guidance" found in Appendix C in the City of *Pueblo Drainage Criteria Manual April 2023* if total land disturbance is between **1000 sf – 1 acre** or Provide a Stormwater Management

Plan (SWMP) in accordance with "Stormwater Management Plan Guidance" found in Appendix D if total land disturbance is greater than **1 acre** or part of a larger common development.

6. Provide a project benchmark.

7. Provide revegetation and slope stabilization methods including planned seed mix.

8. All cut and fill slopes must comply with *City of Pueblo Drainage Criteria Manual April 2023* (Max 4H:1V).

9. Provide an Operations and Maintenance Manual (O & M) as required by the SFMA. Use the City of Pueblo's standard O & M manual *Stormwater Facility O&M Manual, April 2023* in preparation. Additionally individual guideline sheets, maintenance forms, and inspection forms can be found here: https://www.pueblo.us/2883/Forms

10. Tracer wire is required on all stormwater pipes per Senate Bill 18-167. The bill requires that all new underground facilities, including laterals up to the structure or building being served, installed on or after August 8, 2018, must be electronically locatable when installed per section 9-1.5-103(10), C.R.S. Please add the details, provided on the City of Pueblo's website to the construction documents. https://www.pueblo.us/475/2023-Construction-Standards

11. Show tracer wire access box locations and show symbol in legend.

12. Add this note on plans: **All stormwater facilities and BMPs located in City ROWs or tying into City stormwater system need to be inspected by City Stormwater personnel. Please contact inspector before construction. 719-553-2291 or 719-553-2285.**

13. After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer.

14. Slag may not be shown on the plans, but we include this note, so everyone is aware it is not allowed. Slag is not an acceptable material for parking or driving areas due to its toxic composition per The Colorado Department of Health and Environment Water Quality Division. It is not allowed anywhere on site.

15. Upon approval of the drainage report the engineer shall complete the online reporting requirements of new stormwater detention and infiltration facilities per CRS §37-92-602 (8). The facility is required to be reported and approved by the City prior to receiving a CO. The online portal can be found here: https://maperture.digitaldataservices.com/gvh/?viewer=cswdif

16. Provide a comment response to this memo.

March 25, 2025

The City Planning and Zoning Commission will hold a public hearing on request from **Jared Roberts, 3 Rocks Engineering and Surveying** for the approval of the following application:

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.

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing**.** Please contact the planner listed below if you have questions.
Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

March 25, 2025

The City Planning and Zoning Commission will hold a public hearing on request from **Jared Roberts, 3 Rocks Engineering and Surveying** for the approval of the following application:

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.

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing**.** Please contact the planner listed below if you have questions.
Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

March 25, 2025

The City Planning and Zoning Commission will hold a public hearing on request from **Jared Roberts, 3 Rocks Engineering and Surveying** for the approval of the following application:

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.

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing**.** Please contact the planner listed below if you have questions.
Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

March 25, 2025

The City Planning and Zoning Commission will hold a public hearing on request from **Jared Roberts, 3 Rocks Engineering and Surveying** for the approval of the following application:

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.

The Planning and Zoning Commission meeting will be held on April 9, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing**.** Please contact the planner listed below if you have questions.
Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER: S-25-01

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Compass Poinjt to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

March 25, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capuchin

Owner	OwnerStreet	City	State	Zip
ALCON ELIZABETH	2629 E 14TH ST	PUEBLO	CO	81001-4744
ALGIEN JEANNINE G	2531 E 13TH ST	PUEBLO	CO	81001-4700
APODACA TINA M + C/O MARGIE PIERCE	27308 BRONCO DR	PUEBLO	CO	81006-9728
ARAGON RIKI L	2712 E 17TH ST	PUEBLO	CO	81001-4725
BLUEHORSESHOE TRUST	455 MACKENZIE AVE	CANON CIT	CO	81212-9334
CAMACHO JOYCE	2626 E 14TH ST	PUEBLO	CO	81001-4713
CLARO GONZALEZ ROSA E	2701 E 16TH ST	PUEBLO	CO	81001-4722
COLORADO BLUESKY ENTERPRISES INC	115 W 2ND ST	PUEBLO	CO	81003-3223
CONCIALDI EUSABIO RICHARD/CONCIALDI + COLALANCIA ANNA MARIE/COLALANCIA DONATO	1007 W ORMAN AVE	PUEBLO	CO	81004-1431
CONTRERAS DON R/CONTRERAS PATSY A	2517 E 13TH ST	PUEBLO	CO	81001-4700
CORDOVA PROPERTIES LLC	39 TERRACE DR	PUEBLO	CO	81001-1135
CRAIN WILLIAM J	2704 W 11TH ST	PUEBLO	CO	81003-1178
FERNANDEZ NATHAN P	1221 BEAUMONT AVE	PUEBLO	CO	81001-4728
FIGUEROA NORMA/FIGUEROA JUDITH MARR	2632 E 17TH ST	PUEBLO	CO	81001-4724
FRANK DAVID H/FRANK SHELLY A	2628 E 14TH ST	PUEBLO	CO	81001-4713
GONZALES CLAUDIO J	2713 E 16TH ST	PUEBLO	CO	81001-4722
GUZMAN ANNETTE BEVERLY/ RIVERA BENJ	3050 AVONDALE BLVD	AVONDALE	CO	81022-9767
HALO 21 HOLDINGS LLC	39 TERRACE DR	PUEBLO	CO	81001-1135
HERNANDEZ PRAXEDIS/HERNANDEZ DOMING	2618 E 13TH ST	PUEBLO	CO	81001-4711
HILL LOUISE C / RODRIGUEZ MICHAEL E	2705 E 16TH ST	PUEBLO	CO	81001-4722
JUAREZ NADINE	2630 E 16TH ST	PUEBLO	CO	81001-4721
KAJEWSKI SILVIA	PO BOX 21	LOUISVILLE	CO	80027-0021
LERMA JUAN/LERMA BERNADETTE	2627 E 14TH ST	PUEBLO	CO	81001-4744
LISCANO CARMEN	2802 HIGH ST	PUEBLO	CO	81003-1639
LOPEZ ROBERT JR	2630 E 17TH ST	PUEBLO	CO	81001-4724
LOPEZ TOMMY/LOPEZ SHIRLEY E	2710 E 17TH ST	PUEBLO	CO	81001-4725
LOVATO AUDILIA	2621 E 14TH ST	PUEBLO	CO	81001-4744
MADRID EMILIANO	2704 E 15TH ST	PUEBLO	CO	81001-4719
MARTINEZ RICHARD	1502 BEAUMONT AVE	PUEBLO	CO	81001-4738
MEDINA DONALD/MEDINA RELLA	2607 E 13TH ST	PUEBLO	CO	81001-4710
MEDINA JESSE THOMAS	2601 E 13TH ST	PUEBLO	CO	81001-4710
MILLER GARY	5260 DIAMOND DR	COLORADO	CO	80918-2418
MOLINA JESUS/MALINA MANUEL	2638 E 13TH ST	PUEBLO	CO	81001-4711
MONDRAGON ELMER/MONDRAGON NOBELLA	1250 AMARILLO AVE	PUEBLO	CO	81001-4773
MONTES MARIO	1021 SPRUCE ST	PUEBLO	CO	81004-2549
OAKSHIRE HILLS LLLP	1414 N SANTA FE AVE	PUEBLO	CO	81003-3732
OAKSHIRE LN CO LLC + C/O MORTIMER AND MIMI LEVITT FOUNDATION INC	1910 W SUNSET BLVD STE 600	LOS ANGEL	CA	90026-4990

PINO EVA ROSE	2645 E 13TH ST	PUEBLO	CO	81001-4710
RODRIGUEZ JOSE ANGEL ALATORRE/REYES	2709 E 16TH ST	PUEBLO	CO	81001-4722
RODRIGUEZ PEGGY L	2620 E 15TH ST	PUEBLO	CO	81001-4717
RUBIO FRANK SR/RUBIO MARTIN	2640 TOMAH PL	COLORADO	CO	80918-2031
SANDOVAL GLORIA C	2704 E 16TH ST	PUEBLO	CO	81001-4723
SAWA RUTH + SAWA CHRISTINE	2702 E 14TH ST	PUEBLO	CO	81001-4715
SCHOOL DIST NO 60 + BACA ELEMENTARY	315 W 11TH ST	PUEBLO	CO	81003-2804
SOTO VERONICA MOLINA/DIAZ JESUS MOL	1219 BEAUMONT AVE	PUEBLO	CO	81001-4728
SOUTHERN CO SFR LLC	3472 RESEARCH PKWY STE 104-303	COLORADO	CO	80920-1066
TAFOYA DAVID A/TAFOYA FRED/TAFOYA A	2626 E 15TH ST	PUEBLO	CO	81001-4717
TAFOYA TONY/TAFOYA CAROL JEAN/TAFOY + SALAS TINA MARIE	1302 BEAUMONT AVE	PUEBLO	CO	81001-4729
VA VENTURE PUEBLO LLC	1947 N WOODLAWN AVE	GRIFFITH	IN	46319-1047
VALENZUELA TORRES LUIS MARIO/VALENZ + VIGIL MARIA	2631 E 16TH ST	PUEBLO	CO	81001-4720
VIGIL ELI G	2624 E 14TH ST	PUEBLO	CO	81001-4713
VIGIL LOUIS T/VIGIL BARBARA M	1215 DEANE LN	PUEBLO	CO	81001-4732
VIGIL MARIA DEL REFUGIO	13 HADLEY RILL	PUEBLO	CO	81001-1719
VIGIL PETE A/VIGIL JUDY A	2637 E 13TH ST	PUEBLO	CO	81001-4710
VIGIL PETE A/VIGIL SYLVIA A	2704 E 17TH ST	PUEBLO	CO	81001-4725
VINCENT KENNETH Y K	2641 E 13TH ST	PUEBLO	CO	81001-4710

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE DUTCH BROS. SUBDIVISION FILING NO. 1

SUMMARY:

The applicant is requesting to subdivide .702-acres into one lot to facilitate the development of a drive through coffee shop business.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property consists of .702-acres of developed land located at the northwest corner of the Santa Fe Drive and 13th Street. Dutch Bros., a national drive through coffee franchise development company is working with the property owners to subdivide the land into one large lot to facilitate the construction of one 1,025 square foot coffee building. The site currently consists of two parcels; parcels 0525414013 and 0525414012, which cover lots 1-6 inclusive, Block 7, County Addition (platted in 1879). The two parcels also include a segment of unsubdivided land on the eastern edge of the parcels along Santa Fe Avenue. This 55-foot wide north-south segment of unsubdivided property is the basis for requiring the overall site to be a new subdivision. Un-subdivided land is common along Township and Range section lines in portions of Pueblo along Santa Fe Avenue. The property functioned for decades as a used car lot, and the two existing small buildings (erected in 1955 and 1985) will be removed, and the site will be brought into compliance with landscaping, stormwater, parking and other city requirements through the commercial site plan review process. The developer will close all existing street access points except one access point along 14th Street and a small section of the alley. According to the proposed commercial site plan the site will have 14 parking spaces, for walk up customers, and stacking for up to 18 automobiles. Dutch Bros coffee shop drive through businesses are considered high traffic retail

restaurant and the applicant is working with the city traffic engineer to create a system to maximize drive through isle stacking (five required, 18 spaces provided) inside the site and minimize negative impacts to surrounding road network. The subdivision is within an existing developed section of the city and will not require a subdivision improvement agreement since all the utilities and improvements are already present.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 14, 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.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be subdivided which will impede development of the site.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-25-02 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING THE DUTCH BROS. SUBDIVISION FILING NO. 1

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

SECTION 1.

The final plat of the Dutch Bros. Subdivision Filing No. 1, being a subdivision of land legally described as:

ALL OF LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 7, COUNTY ADDITION, RECORDED NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF WEST 14TH STREET; THENCE N88°33’13”E ALONG SAID SOUTH LINE A DISTANCE OF 119.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH SANTA FE AVENUE; THENCE S01°25’23”E ALONG SAID WEST LINE A DISTANCE OF 255.82 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 13TH STREET; THENCE S88°33’13”W ALONG SAID NORTH LINE A DISTANCE OF 119.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF A 16-FOOT ALLEY; THENCE N01°25’43”W ALONG SAID EAST LINE A DISTANCE OF 255.82 FEET TO THE **POINT OF BEGINNING**;

CONTAINING 30,591 SQUARE FEET OR 0.702 ACRE, MORE OR LESS.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall

create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

DUTCH BROS. SUBDIVISION – FILING NO. 1

WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
CITY & COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT 13TH & SANTE FE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

ALL OF LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 7, COUNTY ADDITION, RECORDED NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF WEST 14TH STREET; THENCE N88°33'13"E ALONG SAID SOUTH LINE A DISTANCE OF 119.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH SANTA FE AVENUE; THENCE S01°25'23"E ALONG SAID WEST LINE A DISTANCE OF 255.82 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 13TH STREET; THENCE S88°33'13"W ALONG SAID NORTH LINE A DISTANCE OF 119.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF A 16–FOOT ALLEY; THENCE N01°25'43"W ALONG SAID EAST LINE A DISTANCE OF 255.82 FEET TO THE POINT OF BEGINNING;

CONTAINING 30,591 SQUARE FEET OR 0.702 ACRE, MORE OR LESS.

HEREBY REQUEST A FINAL PLAT ACCORDING TO TITLE XII, CHAPTER 4, CODE OF ORDINANCES OF THE CITY OF PUEBLO TO CREATE LOT 1, DUTCH BROS. SUBDIVISION–FILING NO. 1, CONTAINING A CALCULATED AREA OF 0.702 ACRE, MORE OR LESS.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

_____ _____
DOUG HUNTER DATE
13TH AND SANTA FE LLC, A COLORADO LIMITED LIABILITY COMPANY

STATE OF COLORADO)
)ss
COUNTY OF_____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D. 20__, BY DOUG HUNTER OF 13TH AND SANTA FE LLC, A COLORADO LIMITED LIABILITY COMPAN

WITNESS MY HAND AND OFFICIAL SEAL.

_____
NOTARY PUBLIC

MY COMMISSION EXPIRES: _____



VICINITY MAP
SCALE 1" = 1000'

NOTES:

1) THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE TWO PARCELS AND 6 LOTS INTO ONE PLATTED LOT.

2) FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS–1226910–SA1, WITH A COMMITMENT DATE OF JULY 3, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.

3) EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.

4) LINEAL UNITS USED ARE U.S. SURVEY FEET.

5) BASIS OF BEARINGS: THE NORTH LINE OF THE SUBJECT PROPERTY, BEARING N88°33'13"E (ASSUMED), A DISTANCE OF 119.59 FEET, MONUMENTED AS SHOWN HEREON.

6) ALL RIGHT–OF–WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE AMENDED PLAT OF THE COUNTY ADDITION TO THE CITY OF PUEBLO, RECORDED NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154.

7) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

8) PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2, THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

9) THE PROPERTY IS RESPONSIBLE FOR MAINTENANCE AND RESTORATION OF SURFACE AMENITIES WITHIN EASEMENTS.

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. OF SECTION 12–4–7 (J)(1) AND WITH SECTION 12–4–5 (B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____ THIS IS TO CERTIFY THAT THE PLAT OF DUTCH BROS. SUBDIVISION–FILING NO. 1 HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____ _____
CITY CLERK

NOTICE PERTAINING TO ACCEPTANCE OF PUBLIC FACILITIES:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS–OF–WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

SURVEYOR'S CERTIFICATE:

I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS FINAL PLAT, REPRESENTS A FIELD SURVEY COMPLETED BY ME AND/OR UNDER MY DIRECT SUPERVISION. BOTH CONFORM TO THE STANDARDS OF PRACTICE, STATUTES AND LAWS OF THE STATE OF COLORADO TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS STATEMENT IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED JOHN P. EHRHART 29414 PROFESSIONAL LAND SURVEYOR

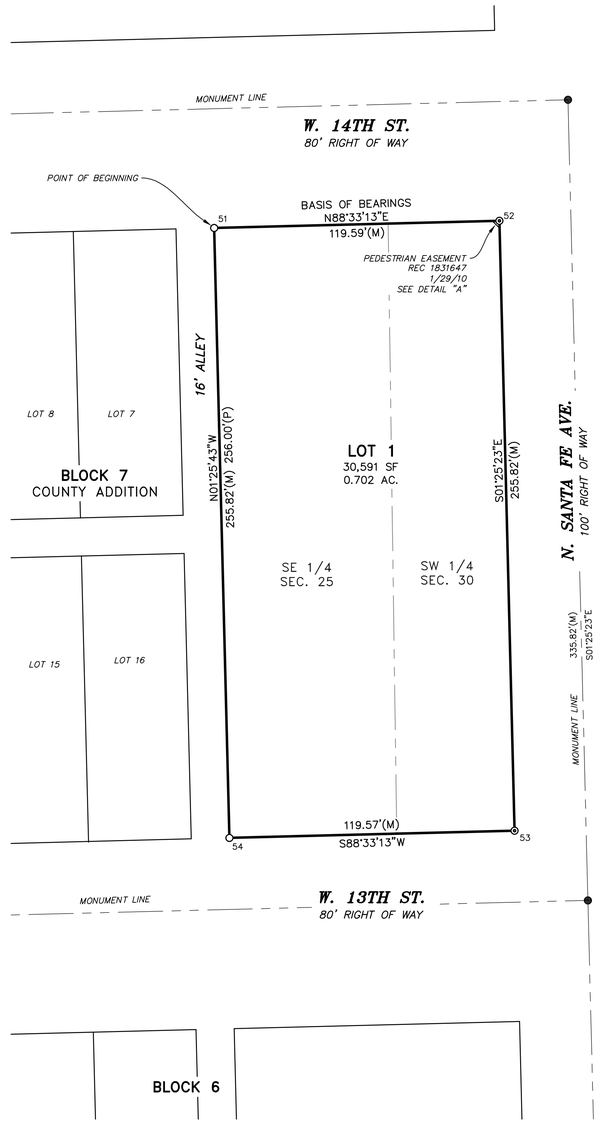
_____
JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303–828–3340

EHRHART LAND SURVEYING
P.O. Box 930 Erie, Colorado 80516, (303) 828-3340
www.coloradols.com

PAGE NO. 1 OF 2
DATE: 5/1/25
DRAWN BY: JPE
PROJECT: S245297

DUTCH BROS. SUBDIVISION – FILING NO. 1

WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
CITY & COUNTY OF PUEBLO, STATE OF COLORADO



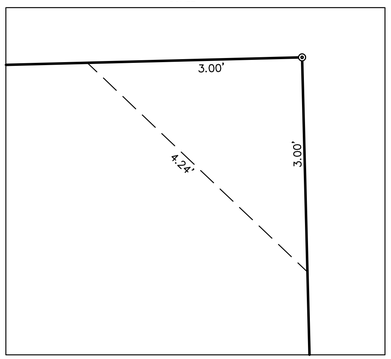
Point Table		
Point #	Northing	Easting
51	1588604.51	3256105.40
52	1588607.52	3256224.96
53	1588351.78	3256231.31
54	1588348.76	3256111.78

COLORADO STATE PLANE SOUTH ZONE

SCALE POINT
N: 1588433.99, E: 3256230.34

SCALE FACTOR: 0.99981649

DETAIL "A"
SCALE 1"=1'



NORTH
SCALE: 1" = 30'
0 15 30 60

LEGEND

◉	FOUND NAIL & 1" BRASS DISK, PLS 29414
○	FOUND NAIL & 1.5" BRASS DISK, EHRHART PLS 29414
●	SURVEY MONUMENT BOX (SHOT CENTER, NO MONUMENT FOUND INSIDE) – UNLESS NOTED OTHERWISE
(P)	PLATTED DISTANCE
(M)	MEASURED DISTANCE

EHRHART
LAND SURVEYING
P.O. Box 930 Erie, Colorado 80516, (303) 828-3340
www.coloradols.com

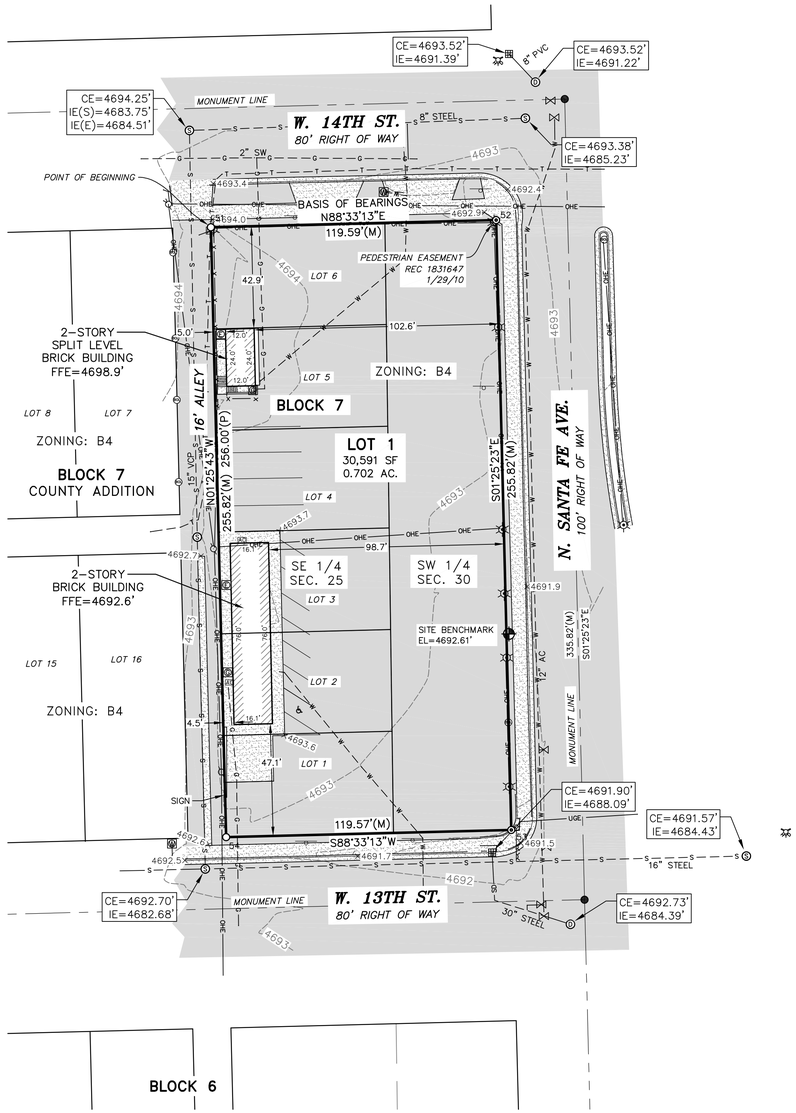
PAGE NO.	2 OF 2
DATE:	5/1/25
DRAWN BY:	JPE
PROJECT:	S245297

SUPPLEMENTAL MAP
DUTCH BROS. SUBDIVISION – FILING NO. 1

WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
CITY & COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP
SCALE 1" = 1000'



NORTH
SCALE: 1" = 30'
0 15 30 60

LEGEND

- SET NAIL & 1" BRASS DISK, PLS 29414
- SET NAIL & 1.5" BRASS DISK, EHRHART PLS 29414
- SURVEY RANGE POINT BOX (SHOT CENTER, NO MONUMENT FOUND INSIDE) – UNLESS NOTED OTHERWISE
- (P) PLATTED DISTANCE
- (M) MEASURED DISTANCE
- SITE BENCHMARK
- ELECTRIC METER
- GAS METER
- WATER METER
- WATER VALVE
- TELEPHONE PEDESTAL
- AIR CONDITIONER
- FIRE HYDRANT
- BOLLARD
- TRAFFIC LIGHT POST
- LIGHT POST
- POWER POLE
- –OHE– OVERHEAD ELECTRIC LINE
- CE COVER ELEVATION
- IE INVERT ELEVATION
- INLET
- STORM MANHOLE
- SEWER MANHOLE
- –S– SEWER LINE
- –SD– STORM LINE
- –UGE– UNDERGROUND ELECTRIC LINE
- –G– UNDERGROUND GAS LINE
- –W– UNDERGROUND WATER LINE
- –T– UNDERGROUND TELEPHONE LINE
- –X– FENCE
- CONCRETE
- ASPHALT
- BUILDING

SUBDIVIDER: 13TH AND SANTA FE LLC

SURVEYOR'S CERTIFICATE:

I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS SUPPLEMENTAL MAP WAS PREPARED UNDER MY DIRECT SUPERVISION, RESPONSIBILITY, AND CHECKING.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

COLORADO REGISTERED JOHN P. EHRHART 29414 PROFESSIONAL LAND SURVEYOR 5/1/25

Revision #1, 5/1/25 by OLB

EHRHART
LAND SURVEYING
P.O. Box 930 Erie, Colorado 80516, (303) 828-3340
www.coloradols.com

PAGE NO.	1 OF 1
DATE:	5/1/25
DRAWN BY:	JPE
PROJECT:	S245297

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, May 14th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Chairman Mike Castellucci presiding.

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

Commissioners Absent: None

Staff Members Present*:* Paul Willumstad, Board Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner, Paul Haley, Fire Inspector, and Helen Dupree, Transportation Analyst.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move GU-25-02 to #6 on the Public Hearing agenda, move CP-25-01 to #7 on the Public Hearing agenda, move Z-25-06 to #8 on the Public Hearing agenda, withdraw SUP-24-01 from the Public Hearing agenda, and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 7-0

Public Hearing:

2. S-25-02

Subdivision: Dutch Bros subdivision filing No 1 of .7-acres into one commercial lot. Generally located at the northwest corner of 13th Street and Santa Fe Avenue. Staff Report by Wade Broadhead, Sr. Planner

Hearing: Applicant Michael Beck was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the subdivision application be forwarded to City Council for approval, 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: S-25-02 Dutch Bros. Subdivision – Filing No. 1

DATE: May 27, 2025

Please place the above referenced submittal on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandar Aznar
Elizabeth Bailey
Cheryl Spinuzzi
James Salazar

S-25-02

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Senior Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	May 14, 2025
SUBJECT:	Dutch Bros. Subdivision Filing 1
APPLICANT:	Sabrina Rushing, Barghausen Consulting Engineers, LLC
PROPERTY OWNER:	CVP-Pueblo DB, LLC
LOCATION:	1301 N. Santa Fe Ave
EXISTING ZONE:	B4, Central Business District
CONCURRENT REQUESTS:	Commercial Site Plan Review, C-25-10

REQUEST:
Sabrina Rushing of Barghausen and the property owners are requesting to subdivide.72 (30, 591 sq. ft.) acres into one lot to facilitate the development of drive through coffee shop business.

BACKGROUND AND ANALYSIS:
The subject property consists of .72 acres of developed land located at the northwest corner of the Santa Fe Drive and 13th Street. Dutch Bros., a national drive through coffee franchise development company is working with the property owners to subdivide the land into one large lot to facilitate the construction of one 1,025 sq ft coffee building

The site currently consists of two parcels; parcels 0525414013 and 0525414012, which cover lots 1-6 inclusive, Block 7, County Addition (platted in 1879). The two parcels also include a 55 ft wide a north-south segment of unsubdivided land on the eastern edge of the parcels along Santa Fe Ave., which required subdivision for the applicant. Un-subdivided land is common along Township and Range section lines in portions of Pueblo along Santa Fe Ave. The property functioned for decades as a used car lot, and the two existing small buildings (erected in 1955 and 1985) will be removed, and the site will be brought into compliance with landscaping, stormwater, parking and other city requirements through the commercial site plan review process. The developer will close all existing street access points except one access point along 14th street and a small section of the alley. According to the proposed commercial site plan the site will have 14 parking spaces, for walk up customers, and stacking for up to 18 automobiles. Dutch Bros coffee shop drive through businesses are considered high traffic retail restaurant and the applicant is working with the city traffic engineer to create a system to maximize drive through isle stacking (five required, 18 spaces provided) inside the site and minimize negative impacts to surrounding road network. The subdivision is in existing developed section of the city and will not require a subdivision improvement agreement since all the utilities and improvements are already present.

APPLICABLE REGULATIONS:
Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district regulations; Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:
The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Not Applicable.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Address minor comments of plat signature block as noted by Joe Martellaro, Associate Engineer II, annotated on the following document, "JM CommentsS245297S-Plat 042225" dated 4.23.2025: 2. Make minor labeling correction as noted by Sonia Mondragon in document redline plans titled "S245297Supplemental Map WW SM 2nd Sub signed." dated, April 29, 2025

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property contains two small car lot management offices at the western side of the land, the entire site is paved with no landscaping.

- **Neighborhood Compatibility:**

North	B-4 and S-1, Central Business District, auto repair shops, single family houses and offices, and Governmental Use District high rise senior living facility
East	B-4, Central Business District, Pueblo County Coroner Office and Interstate 25 right of way
South	B-4, Central Business District, auto sales, single family houses, and offices. Some R-5 with single family houses and office, and multifamily housing.
West	R-5, Mixed Office and Residential Zone District, mortuary and a restaurant. And B-4, single family housing, office, and retail.

- **Comprehensive Plan Compliance:**

The Pueblo Regional Comprehensive Plan, 2022, designates the subdivision site as a Downtown Mixed Use for future land use planning activities.

According to the Comprehensive Plan, Downtown Mixed-Use land uses consist primarily of offices, retail, higher density residential, and public uses. Supporting land uses include cultural facilities, civic/governmental facilities, offices, light manufacturing, pocket parks, and other public space. Density varies by downtown district and historic context. According to the Comprehensive Plan, Opportunities for higher density development (20/du/acre) exist with appropriate transitions to lower intensity uses.

The proposed single lot subdivision will facilitate a franchise drive through retail coffee business and remove two aging buildings and upgrade the landscape and appearance of an older downtown site, creating a more viable development site for the future.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  B-4 Mixed Residential Zone District Standards:
  - Minimum Lot Width:
    - Required, 50-feet
    - The proposed lot has 255-feet of frontage along Santa Fe Ave Ln. and 115-feet along 13th and 14th street.
  - Minimum Lot Area for a commercial business:
    - Required 5,000 sq. ft. for B-3 Zone District
    - The proposed lot is approximately 30, 591 sq. ft., which could accommodate a coffee drive through business, as well as stacking and parking

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Address minor comments of plat signature block as noted by Joe Martellaro, Associate Engineer II, annotated on the following document, "JM CommentsS245297S-Plat 042225 " dated 4.23.2025City Transportation-Comment being addressed through commercial ste plan application C-25-10
- Pueblo Regional Building Department-No comment
- City Fire Department-no comment
- Pueblo Board of Water Works-no comment
- City Wastewater-Minor correction on supplementary plat in plan dated
- City Stormwater- Make minor labeling correction as noted by Sonia Mondragon in document redline plans titled "S245297Supplemental Map WW SM 2nd Sub signed." dated, April 29, 2025
- City Parks and Recreation Department-no comment
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment.

ATTACHMENTS:

A. Aerial Photograph

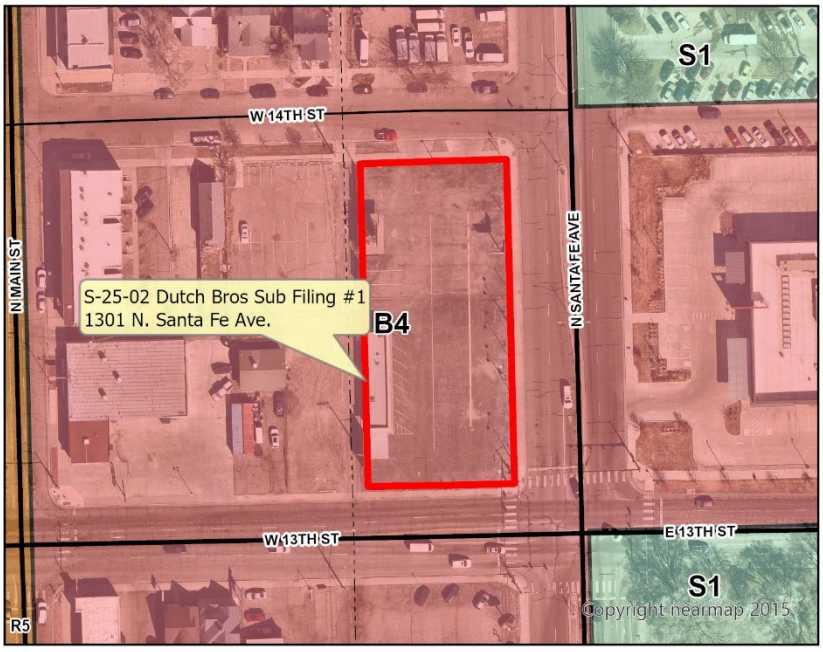
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo May 7, 2025
F. Plat
G. Subdivision Application
H. Site Plan
I. Elevations
J. Redline from Joe Martellaro titled JM CommentsS245297S-Plat 042225" dated 4.23.2025:
K. Redlines from Sonia Mondragon titled S245297Supplemental Map WW SM 2nd Sub signed." dated, April 29, 2025

I.

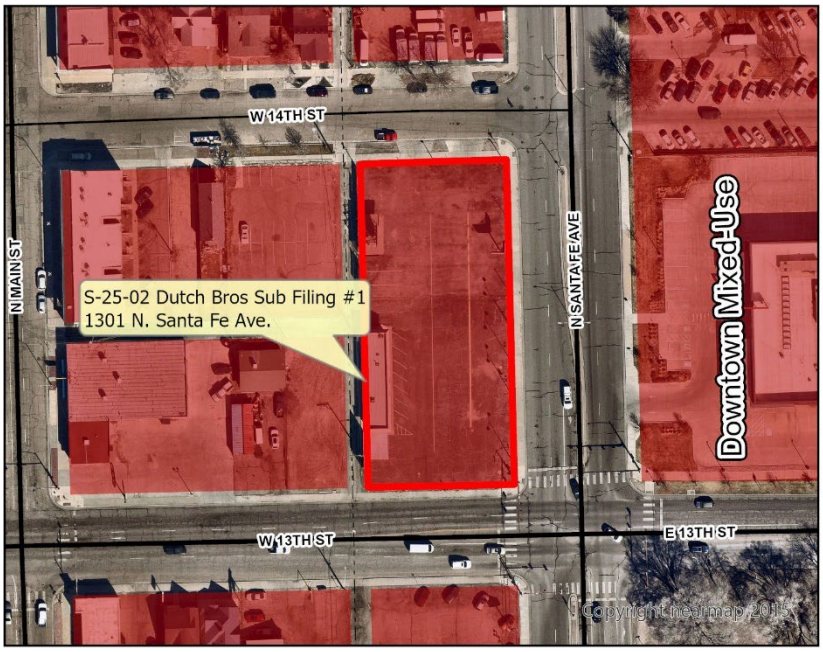
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Overview of the site looking north showing parking lot and older auto business building.



Overview of the site looking east showing parking area and edge of existing building.

Attachment D. Site Photos Continued



Proof of posting public notice photo along Santa Fe Avenue

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: May 7, 2025

Subject: S-25-02, Dutch Bros. Subdivision 1st Filing

The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the Subdivision be APPROVED with the following noted:

Requests for Modifications to Requirements:	Not applicable
Request for Deferred Filings	Not applicable.
Plat Deficiencies:	Not applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	a. Address minor comments of plat signature block as noted by Joe Martellaro, Associate Engineer II, annotated on the following document, "JM CommentsS245297S-Plat 042225" dated 4.23.2025: b. 2. Make minor labeling correction as noted by Sonia Mondragon in document redline plans titled "S245297Supplemental Map WW SM 2nd Sub signed." dated, April 29, 2025

Case No. _____

SUBDIVISION APPLICATION

Attachments: Subdivision Submittal Checklist - Part I ☐

Subdivision Submittal Checklist - Part II ☐

DATE OF APPLICATION:		
SUBDIVISION NAME: Block 7 County Addition Replat		
PROPERTY OWNER: 13th & Santa Fe, LLC - Doug Hunter		
ADDRESS: 1993 Vineyard Drive, Windsor, CO 80550		
TELEPHONE: 719-250-5200	FAX:	E-MAIL: 427doug@comcast.net
SUBDIVIDER (if different than property owner): CVP - Pueblo DB, LLC - Ryan Ramey		
ADDRESS: 2188 SW Park Place, Ste 100, Portland OR 97205		
TELEPHONE: 971-506-9878	FAX:	E-MAIL: ryan.ramey@cvpre.com
ENGINEERING FIRM: Barghausen Consulting Engineers, LLC		
ADDRESS: 18215 72nd Ave S, Kent, WA 98032		
TELEPHONE: 425-291-3776	FAX:	E-MAIL buy@barghausen.com
PROFESSIONAL ENGINEER IN RESPONSIBLE CHARGE: Anthony Merlino		P.E. # 60820
SURVEYING FIRM: Ehrhart Land Surveying, LLC		
ADDRESS: 77 Erie Village Sq, Erie, CO 80516		
TELEPHONE: 303-828-3340	FAX:	E-MAIL:
PROFESSIONAL LAND SURVEYOR IN RESPONSIBLE CHARGE: John P. Ehrhart		P.L.S. # 29414

A Master Development Plan must be approved by the Planning & Zoning Commission prior to the submission of a subdivision plat for any tract of land that constitutes a part of a larger tract of land owned or controlled by the Subdivider 12-4-5 (a)(1) Municipal Code.

If the proposed subdivision includes a Special Area Plan, the applicant must meet with the Subdivision Review Committee prior to submittal of an application for Subdivision.

I hereby certify that I am the owner or acting as agent for the owner pursuant to a valid Power of Attorney from the owner of the property affected by this application for subdivision, that the information contained in the application documents is true and correct to the best of my knowledge, and that the professional consultants identified herein are hereby authorized to act on my behalf on all matters within their technical discipline pertaining to this application.

Property Owner/Agent

DPW 123 11/02

DUTCH BROS. SUBDIVISION – FILING NO. 1

WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
CITY & COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT 13TH & SANTE FE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

ALL OF LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 7, COUNTY ADDITION, RECORDED NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF WEST 14TH STREET; THENCE N88°33'13"E ALONG SAID SOUTH LINE A DISTANCE OF 119.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH SANTA FE AVENUE; THENCE S01°25'23"E ALONG SAID WEST LINE A DISTANCE OF 255.82 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 13TH STREET; THENCE S88°33'13"W ALONG SAID NORTH LINE A DISTANCE OF 119.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF A 16–FOOT ALLEY; THENCE N01°25'43"W ALONG SAID EAST LINE A DISTANCE OF 255.82 FEET TO THE POINT OF BEGINNING;

CONTAINING 30,591 SQUARE FEET OR 0.702 ACRE, MORE OR LESS.

HEREBY REQUEST A FINAL PLAT ACCORDING TO THE CODE OF ORDINANCES OF THE CITY OF PUEBLO, TO CREATE LOT 1, DUTCH BROS. SUBDIVISION–FILING NO. 1 CONTAINING A CALCULATED AREA OF 0.702 ACRE, MORE OR LESS.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

EXECUTED THIS _____ DAY OF THE MONTH OF _____ A.D. 20___.

13TH AND SANTA FE LLC

_____
DOUG HUNTER

NOTARY PUBLIC:

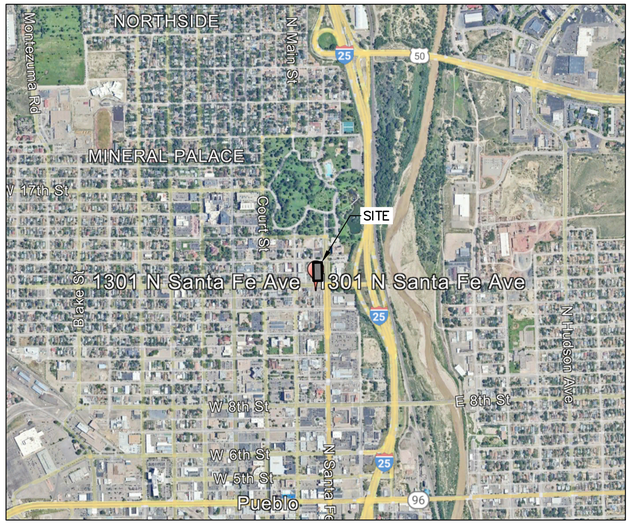
STATE OF COLORADO)
)ss
COUNTY OF_____)

KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING DEDICATION WAS ACKNOWLEDGED

BEFORE ME THIS _____ DAY OF THE MONTH OF _____, A.D., 20___.

MY COMMISSION EXPIRES _____ WITNESS MY HAND AND SEAL

_____.
NOTARY PUBLIC



VICINITY MAP

SCALE 1" = 1000'

NOTES:

1) THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE TWO PARCELS AND 6 LOTS INTO ONE PLATTED LOT.

2) FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS–1226910–SA1, WITH A COMMITMENT DATE OF JULY 3, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.

3) EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.

4) LINEAL UNITS USED ARE U.S. SURVEY FEET.

5) BASIS OF BEARINGS: THE NORTH LINE OF THE SUBJECT PROPERTY, BEARING N88°33'13"E (ASSUMED), A DISTANCE OF 119.59 FEET, MONUMENTED AS SHOWN HEREON.

6) ALL RIGHT–OF–WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE AMENDED PLAT OF THE COUNTY ADDITION TO THE CITY OF PUEBLO, RECORDED NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154.

7) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

8) PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2, THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

9) THE PROPERTY IS RESPONSIBLE FOR MAINTENANCE AND RESTORATION OF SURFACE AMENITIES WITHIN EASEMENTS.

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. OF SECTION 12–4–7 (J)(1) AND WITH SECTION 12–4–5 (B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____ THIS IS TO CERTIFY THAT THE PLAT OF DUTCH BROS. SUBDIVISION–FILING NO. 1 HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____ _____
CITY CLERK

NOTICE PERTAINING TO ACCEPTANCE OF PUBLIC FACILITIES:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS–OF–WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

SURVEYOR'S CERTIFICATE:

I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS FINAL PLAT, REPRESENTS A FIELD SURVEY COMPLETED BY ME AND/OR UNDER MY DIRECT SUPERVISION. BOTH CONFORM TO THE STANDARDS OF PRACTICE, STATUTES AND LAWS OF THE STATE OF COLORADO TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS STATEMENT IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED JOHN P. EHRHART 29414 PROFESSIONAL LAND SURVEYOR

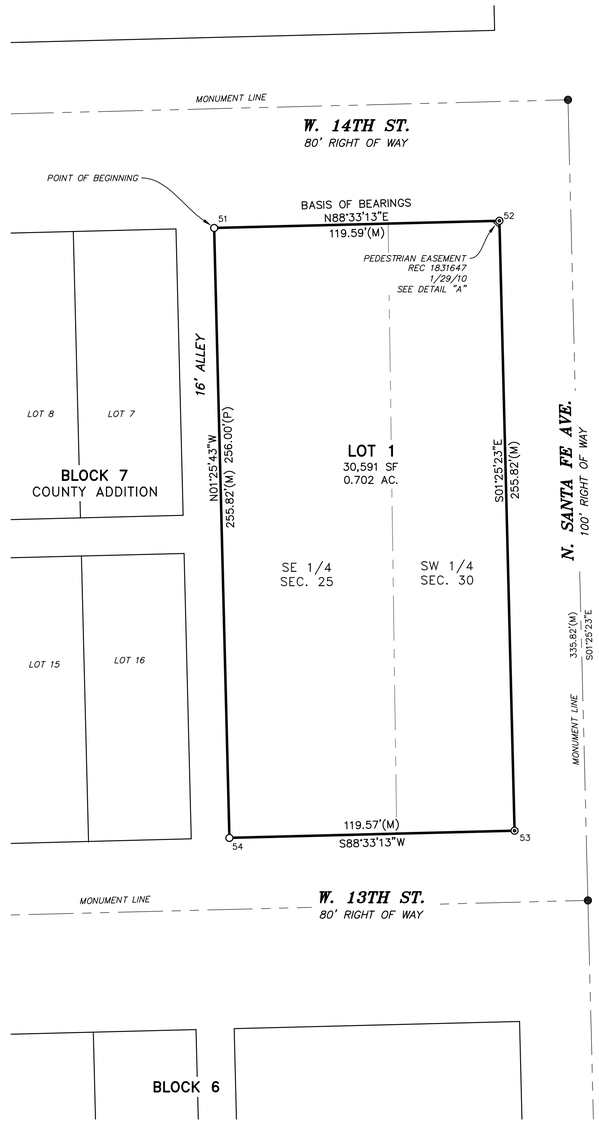
JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303–828–3340

EHRHART LAND SURVEYING
P.O. Box 930 Erie, Colorado 80516, (303) 828-3340
www.coloradols.com

PAGE NO.	1 OF 2
DATE:	4/22/25
DRAWN BY:	JPE
PROJECT:	S245297

DUTCH BROS. SUBDIVISION – FILING NO. 1

WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
CITY & COUNTY OF PUEBLO, STATE OF COLORADO



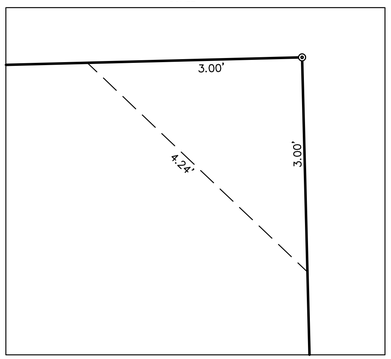
Point Table		
Point #	Northing	Easting
51	1588604.51	3256105.40
52	1588607.52	3256224.96
53	1588351.78	3256231.31
54	1588348.76	3256111.78

COLORADO STATE PLANE SOUTH ZONE

SCALE POINT
N: 1588433.99, E: 3256230.34

SCALE FACTOR: 0.99981649

DETAIL "A"
SCALE 1"=1'



NORTH
SCALE: 1" = 30'
0 15 30 60

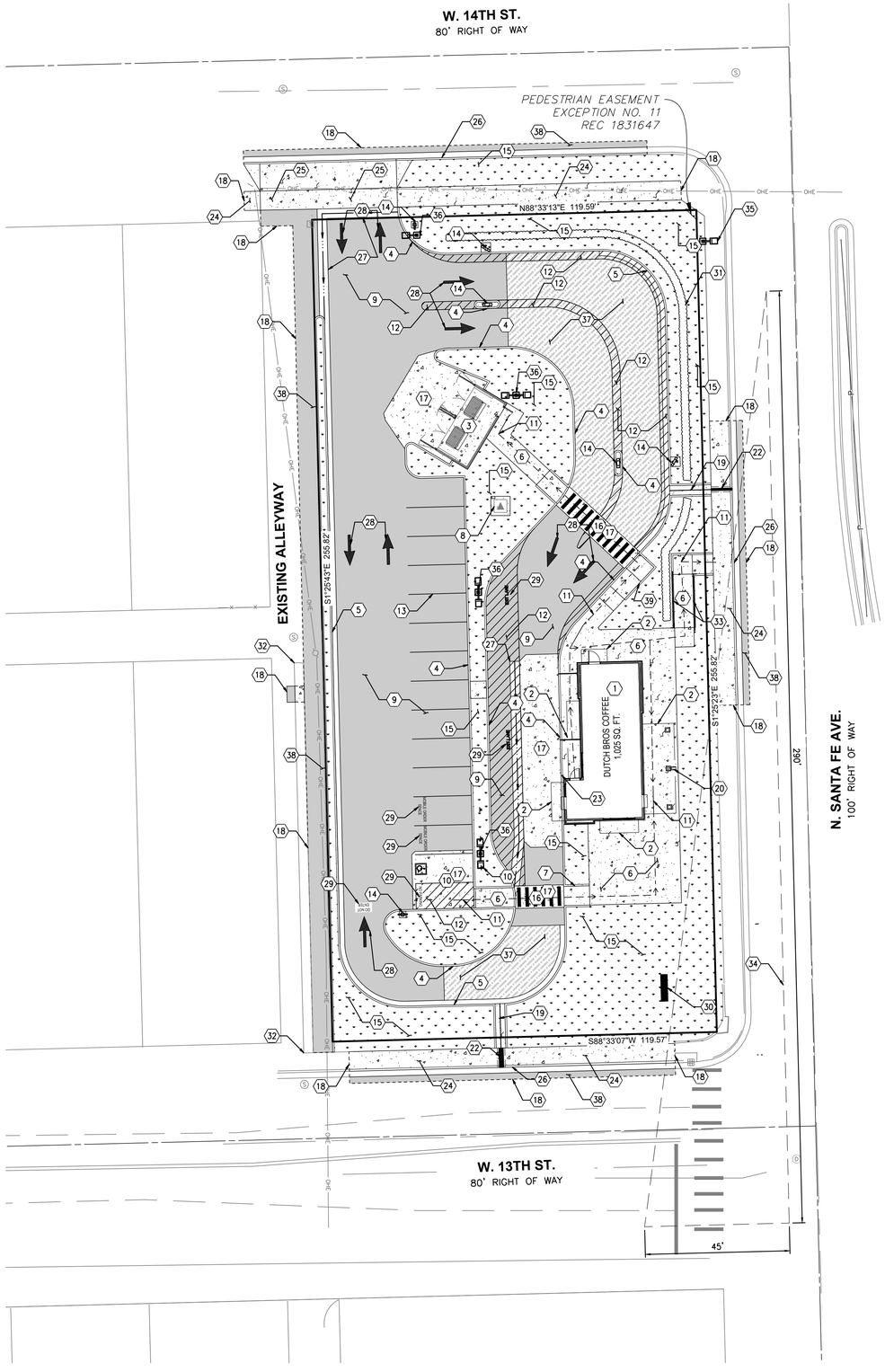
LEGEND

- ◉ FOUND NAIL & 1" BRASS DISK, PLS 29414
- ○ FOUND NAIL & 1.5" BRASS DISK, EHRHART PLS 29414
- ● SURVEY MONUMENT BOX (SHOT CENTER, NO MONUMENT FOUND INSIDE) – UNLESS NOTED OTHERWISE
- (P) PLATTED DISTANCE
- (M) MEASURED DISTANCE

EHRHART
LAND SURVEYING
P.O. Box 930 Erie, Colorado 80516, (303) 828-3340
www.coloradols.com

PAGE NO.	2 OF 2
DATE:	4/22/25
DRAWN BY:	JPE
PROJECT:	S245297

DUTCH BROS COFFEE CO0607 - PUEBLO, CO
1301 N. SANTA FE AVE., PUEBLO, CO 81003
SITE PLAN



LOADING ZONE NOTE

THE ALLEY IS TO BE USED FOR LOADING PURPOSES IN LIEU OF A 10' X 50' ON-SITE LOADING ZONE.

ACCESSIBLE PATH OF TRAVEL NOTE:

WALKWAYS ALONG ACCESSIBLE ROUTES OF TRAVEL SHALL BE CONTINUOUSLY ACCESSIBLE, A MINIMUM 48" IN WIDTH, HAVE A MAXIMUM 1.5% CROSS SLOPE, AND SHALL HAVE RAMPS COMPLYING WITH ADA STANDARDS (SECTION 405) WHERE NECESSARY TO CHANGE ELEVATION AT A LONGITUDINAL SLOPE EXCEEDING 5% (1:20). A CONTINUOUS 36" WIDE DETECTABLE WARNING STRIP MEETING ADA STANDARDS (SECTION 406.8) SHALL BE PLACED WHERE A WALK CROSSES OR ADJOINS A VEHICULAR WAY AND IS NOT SEPARATED BY A CURB, RAILING, OR OTHER ELEMENT MEETING ADA STANDARDS.

(#) CONSTRUCTION NOTES:

1. LOCATION OF DUTCH BROS COFFEE. REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL INFORMATION.
2. LOCATION OF BUILDING CANOPY AND AWNINGS; REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR DETAILS.
3. LOCATION OF TRASH ENCLOSURE; REFER TO ARCHITECTURAL AND STRUCTURAL PLANS FOR ADDITIONAL INFORMATION
4. CONSTRUCT ON-SITE CONCRETE BARRIER CURB PER DETAIL 9/C5.0.
5. CONSTRUCT ON-SITE CONCRETE CURB AND GUTTER PER DETAIL 3/C5.0.
6. CONSTRUCT CONCRETE SIDEWALK; SECTION PER DETAIL 4/C5.2. ALL JOINTS PER DETAIL 3/C5.2.
7. ACCESSIBLE RAMP PER CITY OF PUEBLO STANDARD DRAWING SD8/C5.4.
8. PROPOSED TRANSFORMER WITH CONCRETE PAD. FINAL DESIGN PENDING PURVEYOR APPROVAL. REFERENCE C4.0 FOR ADDITIONAL DETAILS.
9. CONSTRUCT ASPHALT PAVEMENT, TYPICAL SECTION PER DETAIL 1/C5.0.
10. CONSTRUCT ACCESSIBLE SINGLE PARKING STALL PER DETAIL 1/C5.4 WITH ALL REQUIRED SIGNAGE. REFER TO DETAIL 5/C5.0 FOR FOR INTERNATIONAL SYMBOL OF ACCESSIBILITY. REFER TO DETAIL 7/C5.0 FOR SIGN FOOTINGS.
11. ADA ACCESSIBLE PATH. SEE ACCESSIBLE PATH NOTE THIS SHEET.
12. PAINT 4" WIDE WHITE REFLECTIVE PAINT STRIPED AREA AS SHOWN, 24" O.C., 45° ANGLE, SAFETY WHITE, TYPICAL.
13. PAINT 4" WIDE WHITE REFLECTIVE PAINT PARKING STALL STRIPES, TYPICAL.
14. INSTALL SIGN WITH CONCRETE PAD (IF IN LANDSCAPED AREA MINIMUM SLOPE = 1%); DIMENSIONS PER PLAN. REFER TO SIGN PLANS FOR EXACT PLACEMENT AND FOR ADDITIONAL INFORMATION.
15. LANDSCAPING; REFER TO LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
16. PAINT CROSSWALK STRIPING: 4" WIDE WHITE REFLECTIVE PAINT STRIPED AREA AS SHOWN, 24" O.C., 45° ANGLE, SAFETY WHITE, TYPICAL
17. CONSTRUCT ONSITE CONCRETE PAVING, TYPICAL SECTION PER DETAIL 2/C5.0
18. APPROXIMATE LOCATION OF NEAT SAW CUT LINE. PROVIDE HOT TAR SEAL AT ALL ASPHALT JOINTS. GRADING MAY OCCUR CONCURRENT TO THE ADJACENT DEVELOPMENT. CONTRACTOR TO COORDINATE EDGE CONDITIONS WITH THE ADJACENT DEVELOPMENT.
19. CONSTRUCT CURB CUT AND CONCRETE FLUME PER DETAILS 11/C5.0 AND 1/C5.3. REFERENCE C3.0 AND C3.1 FOR ADDITIONAL DETAILS.
20. INSTALL SPLASH BLOCK PER 2/C5.3 AT COLUMN DOWNSPOUT.
21. NOT USED.
22. INSTALL SIDEWALK DRAIN PER CITY OF PUEBLO STANDARD DETAIL SD14/C5.2. REFERENCE C3.0 AND C3.1 FOR SIDEWALK DRAIN WIDTHS.
23. INSTALL BOLLARD PER 10/C5.0.
24. INSTALL PUBLIC SIDEWALK PER PUEBLO STANDARD DRAWING SD4/C5.4.
25. CONSTRUCT 7" PCC DRIVEWAY PER PUEBLO STANDARD DRAWING SD5/C5.4.
26. INSTALL PUBLIC CURB AND GUTTER PER PUEBLO STANDARD DRAWINGS SD3/C5.4.
27. CONSTRUCT VALLEY GUTTER PER 2/C5.2.
28. PAINT PAVEMENT MARKINGS PER 4/C5.0.
29. PAINT 12" HIGH LETTERING TO CDOT AND CITY OF PUEBLO STANDARDS.
30. INSTALL MONUMENT SIGN CONCRETE PAD WITH MINIMUM SLOPE = 1%); DIMENSIONS PER PLAN. REFER TO SIGN PLANS FOR EXACT PLACEMENT AND FOR ADDITIONAL INFORMATION.
31. INSTALL SCREENING HEDGE. REFERENCE LANDSCAPE DRAWINGS FOR ALL DETAILS.
32. EXISTING VALLEY GUTTER IN ALLEY.
33. INSTALL HANDRAIL PER 5/C5.2.
34. SIGHT TRIANGLE. 30 MPH POSTED SPEED LIMIT ON N. SANTA FE AVE. 290' LEG LENGTH PER AASHTO GREEN BOOK TABLE 9-9 (RIGHT TURN FROM STOP, 30 MPH SPEED LIMIT).
35. NEW STREET LIGHT AT THE CORNER OF 14TH AND SANTA FE. FINAL LOCATION AND DESIGN DETAILS CURRENTLY IN COORDINATION WITH PURVEYOR. DESIGN AND CONSTRUCTION DETAILS TO BE PROVIDED PRIOR TO ISSUANCE OF PERMITS.
36. PROPOSED SITE LIGHT. REFER TO ARCHITECTURAL AND STRUCTURAL DRAWINGS FOR ALL DETAILS.
37. PROVIDE 2" GRIND AND OVERLAY OF EXISTING ASPHALT TO CITY STANDARDS. EXTENTS PER PLAN.
38. INSTALL ASPHALT PAVEMENT IN KIND WITH EXISTING R.O.W. ASPHALT, TO CITY OF PUEBLO STANDARDS.
39. INSTALL ACCESSIBLE CURB RAMP PER CITY OF PUEBLO STANDARD DRAWING SD7/C5.4.

LEGEND

- BUILDING LINE
- EXISTING CURB TO REMAIN
- PROPOSED CURB
- PROPOSED LANDSCAPING
- EXTENTS OF 2" GRIND AND OVERLAY OF EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE

Know what's below. Call before you dig. Dial 811

N

0 10' 20' 40'

SCALE: 1"=20'

No.	Date	By	Ckd.	Appr.	Revision

Title: SITE PLAN
1301 N. SANTA FE AVENUE
PUEBLO, CO

DUTCH BROS

For:

COLORADO LICENSED
MICHAEL T. LEWIS
0065412
04/11/2025
PROFESSIONAL ENGINEER

Scale: Horizontal 1" = 20' Vertical N/A

Designed BB Drawn BB Checked MTL Approved MTL Date 4-11-25

Barghausen Consulting Engineers, LLC.
18215 72nd Avenue South
Kent, WA 98032
425.251.6222 barghausen.com

Job Number 23845

Sheet C2.0

2019 DB Franchising USA, LLC

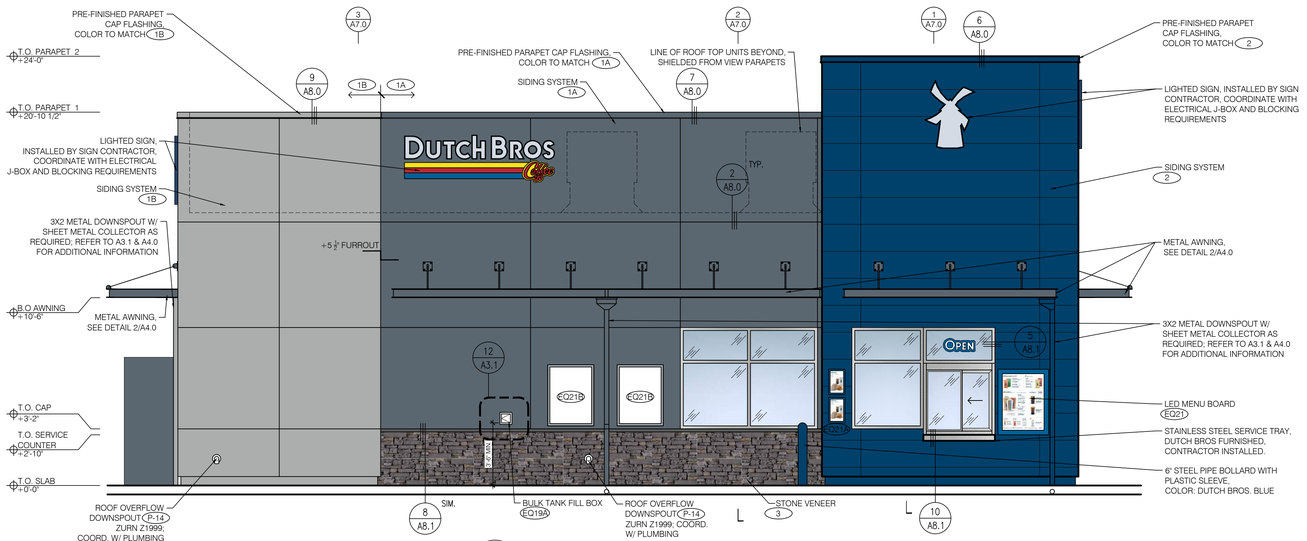
P:\23000s\23845\engineering\23845-A.dwg 4/11/2025 2:44 PM BBLADES

"The name DUTCH BROS. and all associated logs, distinctive designs, content, information, and other materials featured, displayed, contained herein, and made ovailable by Dutch Bros., including but not limited to, the "look and feel" of the establishments and products, all text, images, colors, configurations, graphics, designs, illustrations, photographs, and pictures (collectively, the "Materials") are owned by and/or licensed by DB Franchising USA, LLC and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and unfair competition laws under the United States and foreign laws."

"The name DUTCH BROS, and all associated logos, distinctive designs, content, information, and other materials featured, displayed, contained herein, and made available by Dutch Bros., including but not limited to, the "look and feel" of the establishments and products, all text, images, colors, configurations, photographs, illustrations, pictures, and videos (collectively, the "Materials") are owned by and/or licensed by DB Franchising USA, LLC and are protected by copyright, trademark, trade dress, patent, and/or other intellectual property rights and unfair competition laws under the United States and foreign laws."

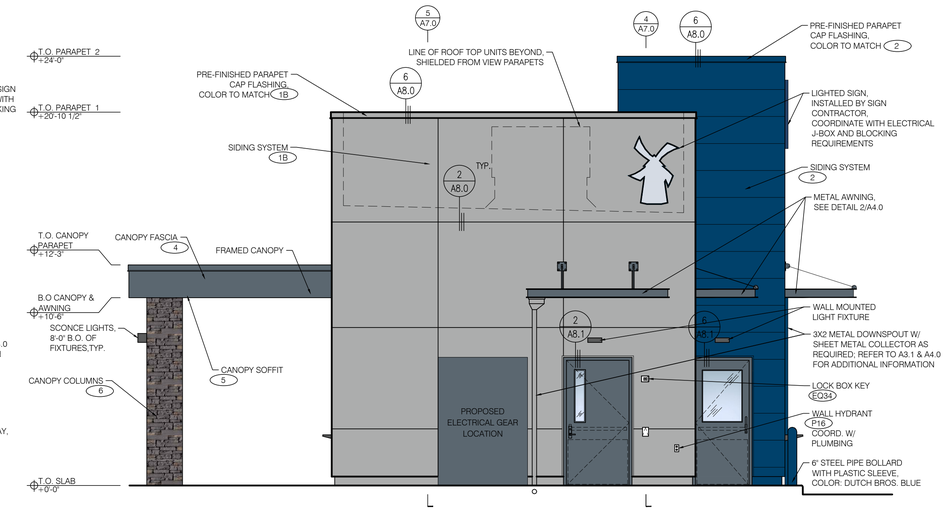
EXTERIOR FINISH SCHEDULE

ID TAG	MATERIAL	MANUFACTURER	MODEL	REMARKS
ZONE 1 (BODY)				
1A	EXTERIOR CEMENT PLASTER	SHERWIN WILLIAMS	8656-11295 - BLDG DB DARK GRAY	3-COAT SYSTEM W/ ACRYLIC MEDIUM SAND FINISH; REVEALS AS SHOWN
1B	EXTERIOR CEMENT PLASTER	SHERWIN WILLIAMS	8656-12046 - BLDG DB LIGHT GRAY	3-COAT SYSTEM W/ ACRYLIC MEDIUM SAND FINISH; REVEALS AS SHOWN
ZONE 2 (TOWER) (Z2)				
2	FIBER CEMENT SIDING	NICHIHA	ILLUMINATION, AWP 3030 W/ OPEN OUTSIDE CORNERS	FACTORY PAINTED BLDG DB BLUE; CAP FLASHING TO MATCH BLDG DB BLUE
ZONE 3 (3'-2" BASE)				
3	STONE VENEER	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	
	STONE VENEER SILL	ELDORADO STONE	SNAPPED EDGE WAINSCOT SILL; PEWTER	
ZONE 4 (FRAMED CANOPY)				
4	FASCIA	WESTERN STATES METAL ROOFING	T-GROOVE, 10"	3 SIDES; COLOR: BLDG DB DARK GRAY
5	SOFFIT	HEWN ELEMENTS	NATURAL NORTHWESTERN SPRUCE	1X6, T&G, $\frac{3}{4}$" REVEAL
6	COLUMNS	ELDORADO STONE	CLIFFSTONE, BANFF SPRINGS	
NOTE: EXTERIOR DOORS TO BE PAINTED PER A6.1				



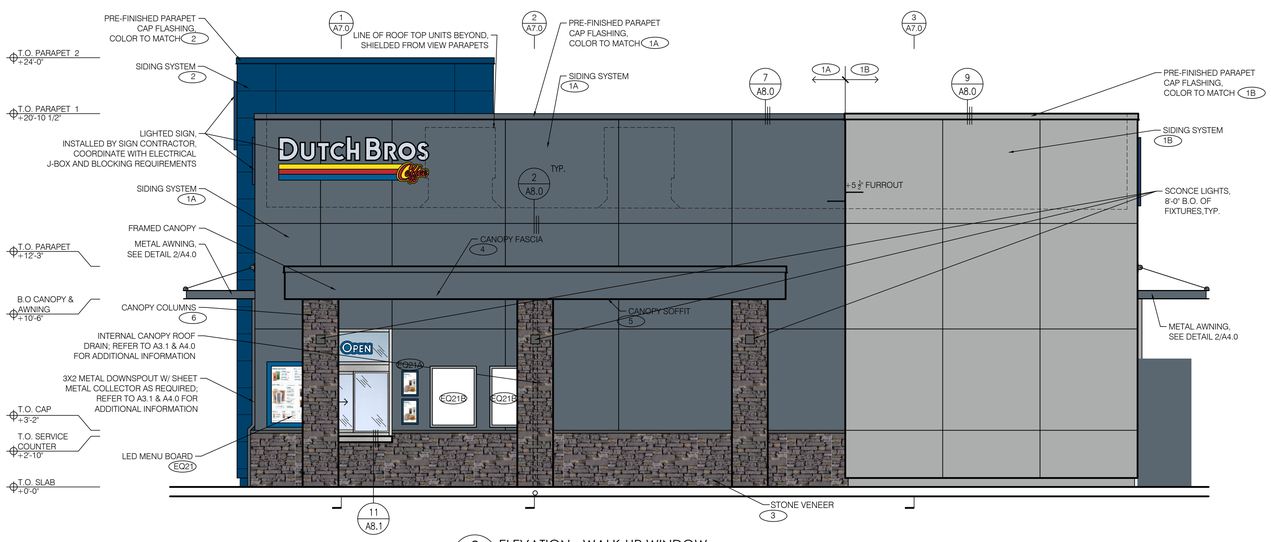
4 ELEVATION - DRIVE-THRU WINDOW

SCALE: 1/4" = 1'-0"



3 REAR ELEVATION

SCALE: 1/4" = 1'-0"



1 FRONT ELEVATION

SCALE: 1/4" = 1'-0"

2 ELEVATION - WALK-UP WINDOW

SCALE: 1/4" = 1'-0"

ARMÉT DAVIS NEWLOVE & ASSOCIATES, AIA ARCHITECTS

1330 OLYMPIC BLVD.
SANTA MONICA, CALIFORNIA 90404
PH 310 452-5533 FAX 310 450-4742

THE USE OF THESE PLANS AND SPECIFICATIONS SHALL BE RESTRICTED TO THE ORIGINAL SITE FOR WHICH THEY WERE PREPARED AND PUBLICATION THEREOF IS EXPRESSLY LIMITED TO SUCH USE. RE-USE, REPRODUCTION OR PUBLICATION BY ANY METHOD, IN WHOLE OR IN PART, IS PROHIBITED. TITLE TO THE PLANS AND SPECIFICATIONS REMAINS WITH THE ARCHITECT WITHOUT PREJUDICE. VISUAL CONTACT WITH THESE PLANS AND SPECIFICATIONS SHALL CONSTITUTE PRIMA FACIE EVIDENCE OF THE ACCEPTANCE OF THE RESTRICTIONS.

STATE OF COLORADO
PAUL DEPPE
ARC.407416
EXP. 10/31/25
LICENSED ARCHITECT

Project No: CO0607

Dutch Bros Coffee - New Freestanding Store
2450 - A1 PROTOTYPE

W. 13TH STREET & N. SANTA FE AVENUE
PUEBLO, CO 81003

DATE: 01/20/2025

REV:	DATE:	DESCRIPTION:

SHEET NAME:

BUILDING ELEVATIONS COLOR

SHEET NUMBER:

A6.1

© 2024 DB Franchising USA, LLC

DUTCH BROS. SUBDIVISION – FILING NO. 1

WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
CITY & COUNTY OF PUEBLO, STATE OF COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT 13TH & SANTE FE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED TRACT OF LAND:

ALL OF LOTS 1 THROUGH 6, INCLUSIVE, BLOCK 7, COUNTY ADDITION, RECORDED NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, LOCATED IN THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOGETHER WITH PART OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 6, SAID POINT BEING ON THE SOUTH RIGHT OF WAY LINE OF WEST 14TH STREET; THENCE N88°33'13"E ALONG SAID SOUTH LINE A DISTANCE OF 119.59 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF NORTH SANTA FE AVENUE; THENCE S01°25'23"E ALONG SAID WEST LINE A DISTANCE OF 255.82 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF WEST 13TH STREET; THENCE S88°33'13"W ALONG SAID NORTH LINE A DISTANCE OF 119.57 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, SAID POINT BEING ON THE EAST RIGHT OF WAY LINE OF A 16–FOOT ALLEY; THENCE N01°25'43"W ALONG SAID EAST LINE A DISTANCE OF 255.82 FEET TO THE POINT OF BEGINNING;

CONTAINING 30,591 SQUARE FEET OR 0.702 ACRE, MORE OR LESS.

HEREBY REQUEST A FINAL PLAT ACCORDING TO THE CODE OF ORDINANCES OF THE CITY OF PUEBLO, TO CREATE LOT 1, DUTCH BROS. SUBDIVISION–FILING NO. 1 CONTAINING A CALCULATED AREA OF 0.702 ACRE, MORE OR LESS.

IN WITNESS WHEREOF THE FOLLOWING HAVE SET THEIR HAND:

EXECUTED THIS _____ DAY OF THE MONTH OF _____ A.D. 20___.

USE STANDARD STATEMENT PER SUBDIVISION MANUAL

13TH AND SANTA FE LLC

_____
DOUG HUNTER

NOTARY PUBLIC:

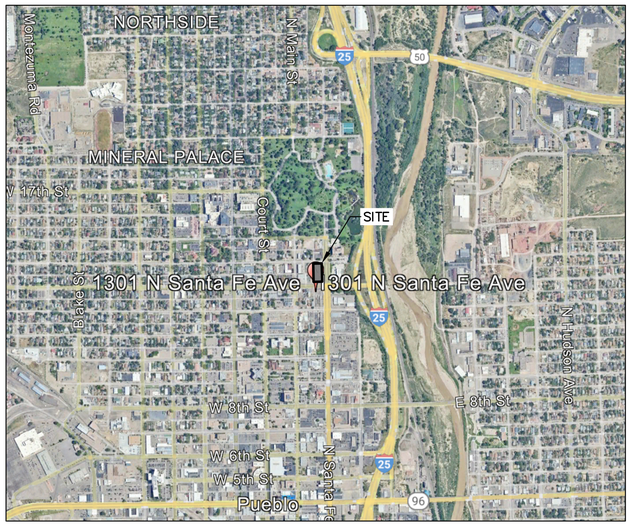
STATE OF COLORADO)
)ss
COUNTY OF_____)

KNOW ALL MEN BY THESE PRESENTS THAT THE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF THE MONTH OF _____, A.D., 20___.

MY COMMISSION EXPIRES _____ WITNESS MY HAND AND SEAL

_____.
NOTARY PUBLIC

THE SIGNATURE LINE AND ACKNOWLEDGEMENT STATEMENT IS NOT SHOWN CORRECTLY.



VICINITY MAP

SCALE 1" = 1000'

NOTES:

1) THE PURPOSE OF THIS PLAT IS TO CONSOLIDATE TWO PARCELS AND 6 LOTS INTO ONE PLATTED LOT.

2) FIRST AMERICAN TITLE INSURANCE COMPANY COMMITMENT NO. NCS–1226910–SA1, WITH A COMMITMENT DATE OF JULY 3, 2024, WAS ENTIRELY RELIED UPON FOR RECORDED INFORMATION REGARDING RIGHTS–OF–WAY, EASEMENTS AND ENCUMBRANCES IN THE PREPARATION OF THIS SURVEY. THE PROPERTY SHOWN AND DESCRIBED HEREON IS ALL OF THE PROPERTY DESCRIBED IN SAID TITLE COMMITMENT.

3) EASEMENTS AND PUBLIC DOCUMENTS SHOWN OR NOTED HEREON WERE EXAMINED AS TO LOCATION AND PURPOSE AND WERE NOT EXAMINED AS TO RESERVATIONS, RESTRICTIONS, CONDITIONS, OBLIGATIONS, TERMS, OR AS TO THE RIGHT TO GRANT THE SAME.

4) LINEAL UNITS USED ARE U.S. SURVEY FEET.

5) BASIS OF BEARINGS: THE NORTH LINE OF THE SUBJECT PROPERTY, BEARING N88°33'13"E (ASSUMED), A DISTANCE OF 119.59 FEET, MONUMENTED AS SHOWN HEREON.

6) ALL RIGHT–OF–WAY AND LOT AND BLOCK INFORMATION WAS TAKEN FROM THE AMENDED PLAT OF THE COUNTY ADDITION TO THE CITY OF PUEBLO, RECORDED NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154.

7) NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE SURVEYOR'S STATEMENT SHOWN HEREON.

8) PER THE STATE OF COLORADO BOARD OF LICENSURE FOR ARCHITECTS, PROFESSIONAL ENGINEERS, AND PROFESSIONAL LAND SURVEYORS RULE 1.6.B.2, THE WORD "CERTIFY" AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED. THE SURVEY REPRESENTED HEREON HAS BEEN PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE AND IS BASED UPON MY KNOWLEDGE, INFORMATION AND BELIEF.

9) THE PROPERTY IS RESPONSIBLE FOR MAINTENANCE AND RESTORATION OF SURFACE AMENITIES WITHIN EASEMENTS.

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. OF SECTION 12–4–7 (J)(1) AND WITH SECTION 12–4–5 (B), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____ THIS IS TO CERTIFY THAT THE PLAT OF DUTCH BROS. SUBDIVISION–FILING NO. 1 HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

DATE: _____ _____
CITY CLERK

NOTICE PERTAINING TO ACCEPTANCE OF PUBLIC FACILITIES:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION, AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS–OF–WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT, OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

SURVEYOR'S CERTIFICATE:

I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS FINAL PLAT, REPRESENTS A FIELD SURVEY COMPLETED BY ME AND/OR UNDER MY DIRECT SUPERVISION. BOTH CONFORM TO THE STANDARDS OF PRACTICE, STATUTES AND LAWS OF THE STATE OF COLORADO TO THE BEST OF MY KNOWLEDGE AND BELIEF. THIS STATEMENT IS NOT A GUARANTEE OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

COLORADO REGISTERED JOHN P. EHRHART 29414 PROFESSIONAL LAND SURVEYOR

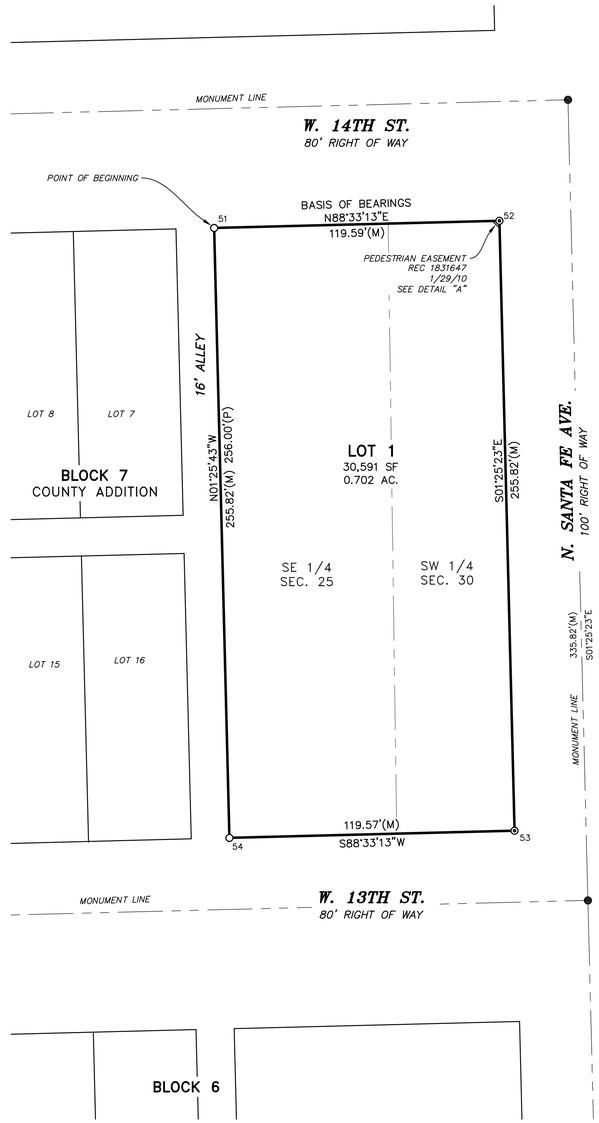
JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303–828–3340

EHRHART
LAND SURVEYING
P.O. Box 930 Erie, Colorado 80516, (303) 828-3340
www.coloradols.com

PAGE NO.	1 OF 2
DATE:	4/22/25
DRAWN BY:	JPE
PROJECT:	S245297

DUTCH BROS. SUBDIVISION – FILING NO. 1

WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
CITY & COUNTY OF PUEBLO, STATE OF COLORADO



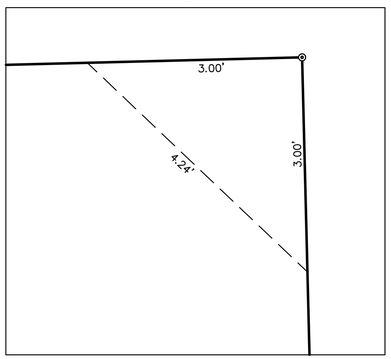
Point Table		
Point #	Northing	Easting
51	1588604.51	3256105.40
52	1588607.52	3256224.96
53	1588351.78	3256231.31
54	1588348.76	3256111.78

COLORADO STATE PLANE SOUTH ZONE

SCALE POINT
N: 1588433.99, E: 3256230.34

SCALE FACTOR: 0.99981649

DETAIL "A"
SCALE 1"=1'



NORTH
SCALE: 1" = 30'
0 15 30 60

LEGEND

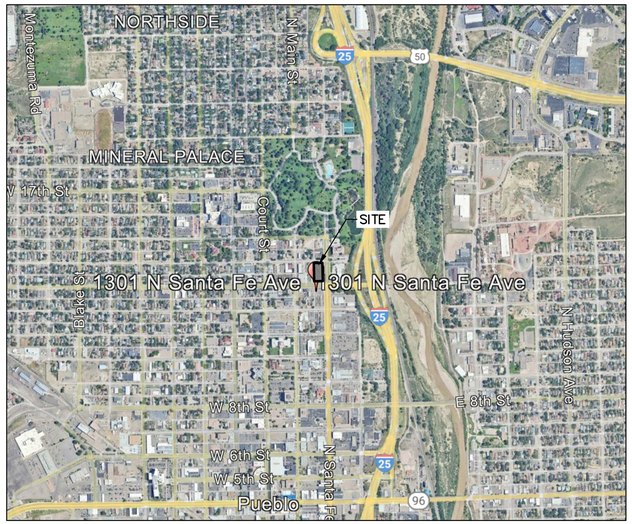
- ◉ FOUND NAIL & 1" BRASS DISK, PLS 29414
- ○ FOUND NAIL & 1.5" BRASS DISK, EHRHART PLS 29414
- ● SURVEY MONUMENT BOX (SHOT CENTER, NO MONUMENT FOUND INSIDE) – UNLESS NOTED OTHERWISE
- (P) PLATTED DISTANCE
- (M) MEASURED DISTANCE

EHRHART
LAND SURVEYING
P.O. Box 930 Erie, Colorado 80516, (303) 828-3340
www.coloradols.com

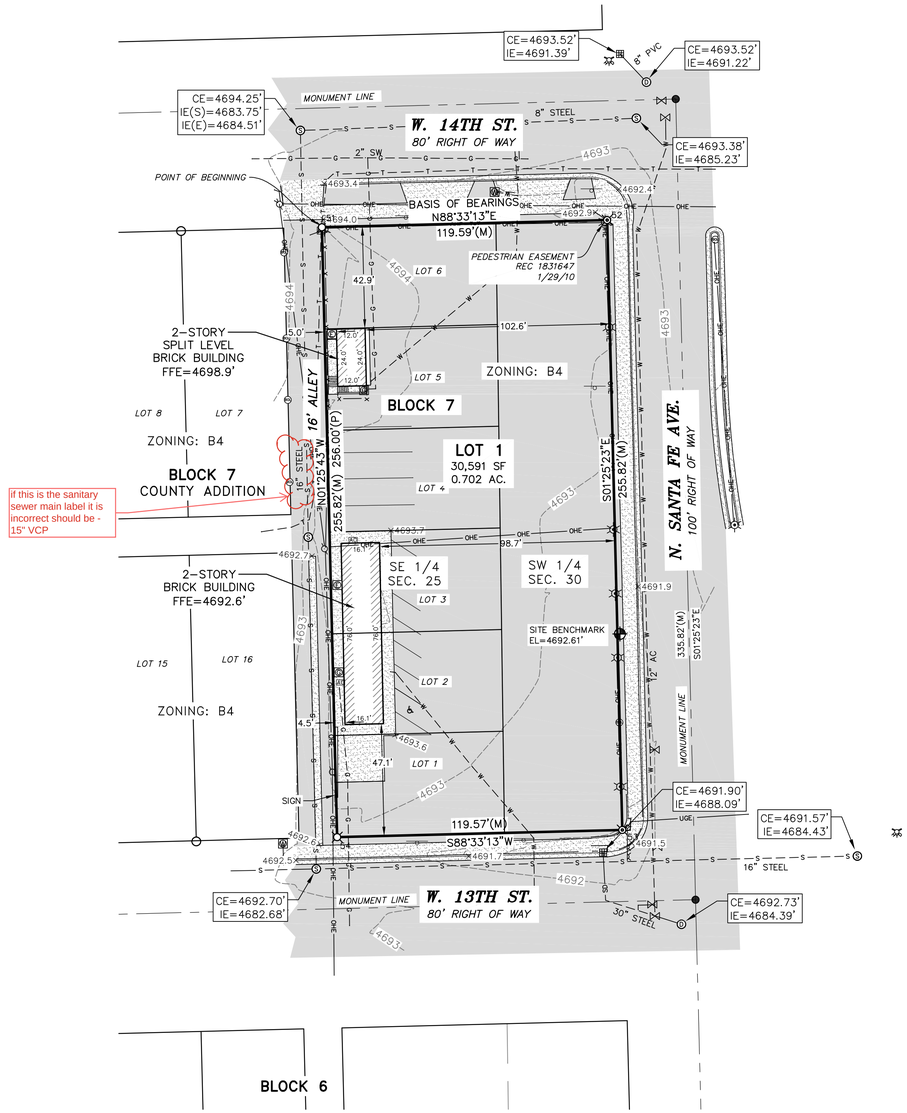
PAGE NO.	2 OF 2
DATE:	4/22/25
DRAWN BY:	JPE
PROJECT:	S245297

SUPPLEMENTAL MAP
DUTCH BROS. SUBDIVISION – FILING NO. 1

WITHIN THE SW 1/4 SECTION 30, T20S, R64W OF THE 6TH P.M.
AND THE SE 1/4 SECTION 25, T20S, R65W OF THE 6TH P.M.
CITY & COUNTY OF PUEBLO, STATE OF COLORADO



VICINITY MAP
SCALE 1" = 1000'



NORTH
SCALE: 1" = 30'
0 15 30 60

LEGEND

- SET NAIL & 1" BRASS DISK, PLS 29414
- SET NAIL & 1.5" BRASS DISK, EHRHART PLS 29414
- SURVEY RANGE POINT BOX (SHOT CENTER, NO MONUMENT FOUND INSIDE) – UNLESS NOTED OTHERWISE
- (P) PLATTED DISTANCE
- (M) MEASURED DISTANCE
- SITE BENCHMARK
- ELECTRIC METER
- GAS METER
- WATER METER
- WATER VALVE
- TELEPHONE PEDESTAL
- AIR CONDITIONER
- FIRE HYDRANT
- BOLLARD
- TRAFFIC LIGHT POST
- LIGHT POST
- POWER POLE
- –OHE– OVERHEAD ELECTRIC LINE
- CE COVER ELEVATION
- IE INVERT ELEVATION
- INLET
- STORM MANHOLE
- SEWER MANHOLE
- –S– SEWER LINE
- –SD– STORM LINE
- –UGE– UNDERGROUND ELECTRIC LINE
- –G– UNDERGROUND GAS LINE
- –W– UNDERGROUND WATER LINE
- –T– UNDERGROUND TELEPHONE LINE
- –X– FENCE
- CONCRETE
- ASPHALT
- BUILDING

SUBDIVIDER: 13TH AND SANTA FE LLC

SURVEYOR'S CERTIFICATE:

I, JOHN P. EHRHART, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS SUPPLEMENTAL MAP WAS PREPARED UNDER MY DIRECT SUPERVISION, RESPONSIBILITY, AND CHECKING.

JOHN P. EHRHART
COLORADO P.L.S. #29414
EHRHART LAND SURVEYING, LLC
PO BOX 930, ERIE, CO 80516
PHONE: 303-828-3340

COLORADO REGISTERED JOHN P. EHRHART 4/22/25 29414 PROFESSIONAL LAND SURVEYOR

EHRHART LAND SURVEYING
P.O. Box 930 Erie, Colorado 80516, (303) 828-3340
www.coloradols.com

PAGE NO. 1 OF 1
DATE: 4/22/25
DRAWN BY: JPE
PROJECT: S245297

April 22, 2025

The City Planning and Zoning Commission will hold a public hearing on request from **Sabrina Rushing** for the approval of the following application:

S-25-02: Block 7 County Addition Replat Subdivision: A subdivision of .7-acres into one commercial lot, located at 1301/1311 N. Santa Fe Drive.

The Planning and Zoning Commission meeting will be held on May 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing**.** Please contact the planner listed below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2339

April 22, 2025

The City Planning and Zoning Commission will hold a public hearing on request from **Sabrina Rushing** for the approval of the following application:

S-25-02: Block 7 County Addition Replat Subdivision: A subdivision of .7-acres into one commercial lot, located at 1301/1311 N. Santa Fe Drive.

The Planning and Zoning Commission meeting will be held on May 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing**.** Please contact the planner listed below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2339

April 22, 2025

The City Planning and Zoning Commission will hold a public hearing on request from **Sabrina Rushing** for the approval of the following application:

S-25-02: Block 7 County Addition Replat Subdivision: A subdivision of .7-acres into one commercial lot, located at 1301/1311 N. Santa Fe Drive.

The Planning and Zoning Commission meeting will be held on May 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing**.** Please contact the planner listed below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2339

April 22, 2025

The City Planning and Zoning Commission will hold a public hearing on request from **Sabrina Rushing** for the approval of the following application:

S-25-02: Block 7 County Addition Replat Subdivision: A subdivision of .7-acres into one commercial lot, located at 1301/1311 N. Santa Fe Drive.

The Planning and Zoning Commission meeting will be held on May 12, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing**.** Please contact the planner listed below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2339

CASE NUMBER S-25-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as 1301/1311 N Santa Fe Ave. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

4-28-25 Mailed by Cindy Caprita
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
MONTGOMERY AND STEWARD PROPERTIE	1317 N MAIN ST	PUEBLO	CO	81003-3711
TSCHIDA ROBERT G	357 S LITTLER DR E	PUEBLO WEST	CO	81007
M S K K B HOLDINGS LLC	PO BOX 1342	PUEBLO	CO	81002-1342
13TH AND SANTA FE LLC	1993 VINEYARD DR	WINDSOR	CO	80550-3526
HIRATA LLC	1210 S PRAIRIE AVE	PUEBLO	CO	81005
GHINI AARON G	2371 OVERTON RD	PUEBLO	CO	81008-9676
M B C S INVESTMENTS LLC	454 W FAIRWAY DR	PUEBLO WEST	CO	81007-6016
WODIUK LUKE	516 ARDATH LN	PUEBLO	CO	81005-1402
HALL JUSTIN R/HALL CHERYL ANN	120 W 13TH ST	PUEBLO	CO	81003-3702
PROAL SAMUEL H	122 W 13TH ST	PUEBLO	CO	81003-3702
PLATINUM AND CO LLC	311 S VICTORIA AVE	PUEBLO	CO	81003-3436
HIRATA LLC	1210 S PRAIRIE AVE	PUEBLO	CO	81005
HEATON RANDALL L	4039 HILLSIDE DR	PUEBLO	CO	81008-1748
MADRILL ROBERT CHAD	29 VERDOSA DR	PUEBLO	CO	81005-2941
QUIJADA CARLOS A	921 E 14TH ST	PUEBLO	CO	81001-2926
CANCHOLA KAREN L	4031 NORTH DR	PUEBLO	CO	81008-1746
CZARNECKI CHARLENE KAY	12287 W OHIO DR	LAKEWOOD	CO	80228-3317
VILLALON ELMER A	1225 N MAIN ST	PUEBLO	CO	81003-2857
HALUS THOMAS M/HALUS PATRICIA A	230 S GOLFWOOD DR E	PUEBLO WEST	CO	81007-1846
CASILLAS RAMONA MAE / CASILLAS EUST	27 BELVISTA CT	PUEBLO	CO	81001-1703
FISHER INVESTMENTS LLC	113 W 12TH ST	PUEBLO	CO	81003-2808
MAIN SB LLC	123 W 12TH ST	PUEBLO	CO	81003-2808
DOUG HUNTER LLC	1993 VINEYARD DR	WINDSOR	CO	80550-3526
PARKVIEW MEDICAL CENTER INC	400 W 16TH ST	PUEBLO	CO	81003-2745

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND

SUMMARY:

Attached is a proposed Ordinance which expands the definition of “primary job” and “capital improvement project” and “project” to include projects of economic significance which act as economic catalysts.

PREVIOUS COUNCIL ACTION:

The Half-Cent Sales Tax Criteria Ordinance was amended by City Council by Ordinance No. 8509, dated August 27, 2012, Ordinance No. 8801 dated November 24, 2014, and Ordinance No. 9698 dated April 13, 2020.

BACKGROUND:

The 1992-2026 Sales and Use Tax Capital Improvement Projects Fund, commonly referred to as the “half-cent sales tax fund,” was established by voters years ago and has been extended multiple times for the purpose of funding job-creating capital improvement projects within the City. By voter-approved Ordinance 8197 dated November 2, 2010, City voters delegated to City Council the authority and responsibility to initially establish and then amend, by ordinance, appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund.

FINANCIAL IMPLICATIONS:

The Fund currently contains more than $70 million dollars in unobligated funds. The proposed ordinance would authorize City Council to spend half-cent sales tax funds, either through a loan or a direct investment, to prevent economic leading, to promote

place making projects, or to complete economic catalyst projects.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

A no-action alternative will maintain the status quo.

RECOMMENDATION:

ATTACHMENTS:

1. An ordinance amending Chapter 4 of title XIV of the Pueblo Municipal Code relating to use of Sales and Use Tax Capital Improvement Projects Fund

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND

WHEREAS, the people of the City of Pueblo have repeatedly extended the one-half percent sales and use tax rate for job-creating projects within the City and the Pueblo Memorial Airport Industrial Park; and

WHEREAS, the people of Pueblo by Ordinance Numbers 5668, 5978 and 8197 have authorized and directed the City Council to establish by ordinance the criteria, standards, rules and regulations for the appropriation and expenditure of revenues contained within the 1992-2026 Sales and Use Tax Capital Improvement Fund (the "Fund"); and

WHEREAS, primary job creation is spurred by investment in infrastructure that will encourage development; and

WHEREAS, primary job creation is spurred by encouraging projects of economic significance that will act as economic catalysts and further expand the City of Pueblo's sales tax base; and

WHEREAS, the long-term management and maintenance of the community is crucial for economic development by ensuring a vibrant, attractive, and sustainable environment that will attract and retain residents, businesses, and investment; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.1. Sales and Use Tax Capital Improvement Project Fund; definitions.

. . .

(2) *Capital improvement project* or *project* means a project or improvement of a permanent or fixed nature and includes the acquisition of property (both real property and tangible personal property, except inventory or property held for sale to customers in the ordinary course of business), the construction, extension, remodeling or rehabilitation of buildings or structures within which individuals are customarily employed or which are customarily used to house machinery or equipment, and the installation or extension of streets, sanitary sewer, water or other utilities required to serve a project **or Economic Catalyst Project, promote Place Making, or prevent Economic Leakage**. *Capital improvement project* or *project* also means a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.*

. . .

(3.1) Economic Catalyst Project means a project that has a substantial impact on the economic well-being of the City, community, or region by substantially stimulating economic growth and development, creating new jobs, increasing consumer spending, expanding the tax base, or attracting further investment in the City, community, or region.

(3.2) Economic Leakage means the reduction of economic activity within the City caused by the outflow of resources, such as money and tax revenues from the local economy, hindering growth and expansion of the community.

. . .

(6.5) Place Making means the process and act of creating high-quality public spaces and amenities that encourage people to want to live, work, play, and learn in the City, community, or region.

. . .

(7) *Primary job* means**:**

(a) a full-time position in private sector employment by manufacturing, business, commercial or service industries producing, assembling or distributing products or providing services primarily or ultimately for sale, consumption, or use outside of the City and County of Pueblo, Colorado**;[**.**]**

(b) [*Primary job* also means**]** employment resulting from a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.**;* **and**

(c) employment resulting from an Economic Catalyst Project.

SECTION 2.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.3. – Sales and Use Tax Capital Improvement Projects Fund; approval, criteria and standards.

. . .

(b) Each of the following criteria and standards must be met before City Council may by resolution approve an application for funds:

. . .

(9) **The total amount expended on one or more Economic Catalyst, Economic Leakage, or Place Making Projects in any given year shall not exceed, in aggregate, fifteen percent (15%) of the total uncommitted fund balance in the Sales and Use Tax Capital Improvement Fund as of January 1 of that year.**

SECTION 3.

Sec. 14-4-85.5. Sales and Use Tax Capital Improvement Project Fund; special categories.

(1) Acquisition of land and construction of so-called shell buildings or the acquisition, remodeling and renovation of existing buildings for the purpose of **preventing Economic Leakage, or** making such buildings available for **Place Making, or** applicants or potential applicants who meet the standards and criteria of this Chapter.

. . .

(3) Land acquisition, infrastructure development and professional services associated therewith **to prevent Economic Leakage and** to establish and facilitate **Place Making or** the creation of *primary jobs* within the City and enhance the City's tax base, including but not limited to establishment and development of one (1) or more industrial parks or development sites.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 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 ESTABLISHING THE CITY OF PUEBLO HUMAN RELATIONS COMMISSION, APPOINTING A CHAIRMAN AND MEMBERS THERETO, APPROVING BYLAWS, AND REPEALING ORDINANCE NOS. 6695 AND 9609

SUMMARY:

This Ordinance establishes the City of Pueblo Human Relations Commission, appoints a chairman and members, and approves the Commission's Bylaws.

PREVIOUS COUNCIL ACTION:

Previously, Council passed Ordinance 6695 which approved an Intergovernmental Agreement between the City of Pueblo and Pueblo County establishing the Pueblo Human Relations Commission on June 11, 2001.

Council then passed Ordinance 9609 which approved an amended Intergovernmental Agreement replacing the original intergovernmental agreement governing the Human Relations Commission between the Board of County Commissioners of Pueblo County and the City Council for the City of Pueblo on November 27, 2019.

BACKGROUND:

On March 27, 2025 the Board of County Commissioners of Pueblo County approved Resolution 25-076 unilaterally withdrawing from the 2019 Pueblo Human Relations Commission Intergovernmental Agreement. It is the desire of the Commission members and the Mayor for the Commission to continue in its role independent of Pueblo County.

FINANCIAL IMPLICATIONS:

City Council has traditionally provided financial support to the Commission during its annual budget process.

BOARD/COMMISSION RECOMMENDATION:

The Human Relations Commission, as it previously existed with Pueblo County, supports this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council could choose not to adopt this Ordinance and allow the Human Relations Commission to proceed without the support of the City.

RECOMMENDATION:

Passage of the Ordinance

ATTACHMENTS:

1. Attachment A - 2025 Human Relations Commission Roster
2. HRC bylaws DRAFT 2025

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE CITY OF PUEBLO HUMAN RELATIONS COMMISSION, APPOINTING A CHAIRMAN AND MEMBERS THERETO, APPROVING BYLAWS, AND REPEALING ORDINANCE NOS. 6695 AND 9609

WHEREAS, members of the community have encouraged the formation of a commission to function within the City of Pueblo to provide an instrumentality through which the City of Pueblo may officially encourage and bring about mutual understanding and respect for all persons of any race, creed, color, disability, gender, sexual orientation or national origin throughout the City, and help give effect to the guarantee of equal rights for all as assured by the constitution and laws of the state of Colorado and United States; and

WHEREAS, Ordinance 6695 approved an Intergovernmental Agreement between the City of Pueblo and Pueblo County establishing the Pueblo Human Relations Commission on June 11, 2001; and

WHEREAS, Ordinance 9609 approved an amended Intergovernmental Agreement replacing the original intergovernmental agreement governing the Human Relations Commission between the Board of County Commissioners of Pueblo County and the City Council for the City of Pueblo on November 27, 2019; and

WHEREAS, on March 27, 2025 the Board of County Commissioners of Pueblo County approved Resolution 25-076 unilaterally withdrawing from the 2019 Pueblo Human Relations Commission Intergovernmental Agreement; and

WHEREAS, by the terms of the 2019 Intergovernmental Agreement, upon the withdrawal of Pueblo County from the Agreement, any member of the Commission appointed by Pueblo County automatically expired and was vacated; additionally, the withdrawal of Pueblo County immediately terminated the 2019 Intergovernmental Agreement, allowing the Commission to continue as permitted by City Council. NOW THEREFORE,

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

SECTION 1.

Ordinance 6695 dated June 11, 2001 and Ordinance 9609 dated November 27, 2019 are hereby repealed.

SECTION 2.

There is hereby created a Pueblo Human Relations Commission (the “Commission”) whose purpose is to advise the Mayor and City Council in establishing policies, procedures, and programs to address human relations and discrimination issues in the community and other such policies as described in the Commission’s Bylaws.

SECTION 3.

The City Council hereby adopts the Bylaws attached hereto and incorporated herein by reference for the purpose of guiding the Commission in accomplishing its mission.

SECTION 4.

The persons listed on Attachment “A” are hereby appointed to serve as members of the Commission for the terms indicated.

SECTION 5.

Claire Schad is hereby appointed to serve as Chair of the Commission.

SECTION 6.

The Commission established hereby may be subsequently dissolved by the Mayor subject to the approval of City Council.

SECTION 7.

The officers and staff of the City are authorized and directed to take any and all required actions which are necessary or proper to implement the appointments, bylaws and policies and procedures described herein.

SECTION 8.

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

City of Pueblo

Pueblo Human Relations Commission

Board Roster	Term
1. Benji Caldera	Dec 31, 2022 – Dec 31, 2025
2. Dawn Tripp-Sena	Dec 31, 2023 – Dec 31, 2026
3. Claire Schad	Dec 31, 2023 – Dec 31, 2026
4. Erik Segall	Dec 31, 2024 – Dec 31, 2027
5. Brandon Martinez	Dec 31, 2024 – Dec 31, 2025 (Youth Member)
6. Rose Works	Dec 31, 2022 – Dec 31, 2025
7. Devin Klock	Dec 31, 2022 – Dec 31, 2025
8. Shelby Bitz	Dec 31, 2023 – Dec 31, 2026
9. Timothy Trujillo	Dec 31, 2024 – Dec 31, 2027
10. Vacancy	Dec 31, 2024 – Dec 31, 2027

PUEBLO HUMAN RELATIONS COMMISSION BYLAWS

ARTICLE l. NAME

PUEBLO HUMAN RELATIONS COMMISSION

ARTICLE II. OBJECT OR PURPOSE OF COMMISSION

The functions of the Pueblo Human Relations Commission (HRC) are as follows:

A. Foster mutual respect and understanding and create an atmosphere conducive to the promotion of amicable relations among all members of the community;

B. Serve as an authority and clearinghouse (entry point) through which citizens can convey their suggestions and/or receive information with respect to human relations;

C. Advise and assist the City of Pueblo (the "**City**"), in establishing policies, procedures, and programs to address human relations and discrimination issues in the community;

D. Advocate for and/or facilitate human relations issues in the community;

E. Present educational programs which promote understanding and dialogue on human relations matters.

F. Assist outside agencies in resolving human relations problems, modifying service to meet the changing needs of the community on human relations issues and coordinating human relations efforts with other agencies.

G. Address other community issues as identified by the community and/or the City.

H. Encourage citizen involvement in municipal, county and regional government processes.

I. Receive and investigate (1) complaints of racial, religious and ethnic group tensions and misunderstandings and (2) practices of racial, religious, or ethnic discrimination of any person, agency, group or organization.

J. Hold hearings related to matters of racial, religious or ethnic discrimination and/or tensions.

K. Issue an annual public report pertaining to its activities and any concerns, conclusions or findings made by the commission during the course of the year.

L. Attempt to serve as a clearinghouse and agency to encourage cooperation between various religious, racial and ethnic groups, community organizations, labor organizations, and fraternal and benevolent associations.

ARTICLE III. MEMBERSHIP, TERM, VACANCIES

The membership of the Commission shall consist of ten (10) members, one of whom shall be between

fifteen (15) and twenty-one (21) years of age. Members shall serve without compensation. The City shall strive to make the commission broadly representative of the religious, racial, gender, sexual orientation, disabled, ethnic and generational groups of the City. The Chair of the Commission may, but is not required to, communicate to the Mayor any needs the board has to achieve broad representation of the community.

The youth member shall serve a one-year term. The remaining members shall be appointed for staggered three-year terms.

A commission member may be subject to removal by the Mayor. Any vacancy during the unexpired term of any member is filled by the Mayor, subject to Council confirmation, for the remainder of the term.

ARTICLE IV. RESPONSIBILITIES OF MEMBERS OF THE COMMISSION

The members of the commission shall have the responsibility to see that the purposes of HRC are fulfilled. In addition, the members shall have responsibilities for raising additional funds through various initiatives, including but not limited to, fundraisers, special events, mailings, etc. They shall have the responsibility for monitoring all aspects of spending and other financial outlays of HRC, and they shall have the duty to regularly report on the financial activities and spending of the commission, including but not limited to filing regular reports of all spending by the commission, directors, employees, volunteers or any other individuals associated with the commission.

ARTICLE V. RESIGNATION

HRC members may resign from the Pueblo Human Relations Commission at any time. It is desirable that members provide written notice to HRC's Chairperson at least forty-five (45) days prior to the effective date of the resignation.

ARTICLE VI. ABSENCES

The Mayor’s Office will be notified of any member absent without excuse from four (4) regular meetings per calendar year or three (3) successive meetings for dismissal from the Pueblo Human Relations Commission.

ARTICLE VII. OFFICERS

The Executive Committee of officers of the Pueblo Human Relations Commission shall be comprised of a Chairperson, Vice-Chairperson, Secretary and Treasurer.

ARTICLE VIII. NOMINATION AND ELECTION OF OFFICERS

All officers of HRC must be members of HRC.

The HRC shall select from its membership a Chairperson of the commission. The commission shall select other officers serving on the Executive Committee.

The election of the Chairperson, Vice-Chairperson, Secretary and Treasurer shall occur every two (2) years or when a vacancy occurs. These officers shall serve a term of two (2) years. Nominations for and the election of officers will occur annually at the January regular meeting. When it appears that nominations have ceased, the presiding officer shall declare nominations closed. A majority of the votes cast is required for election of officers. Should no individual receive a majority of the votes cast, a run- off will occur between the two (2) individuals having the greatest number of votes for any given office.

ARTICLE IX. OFFICERS' TERM OF OFFICE

Officers may be re-elected for a second term but may not serve more than two (2) consecutive full terms in the same office.

ARTICLE X. DUTIES OF OFFICERS

CHAIRPERSON

The Chairperson shall serve as the Chair of the commission and shall preside at all commission meetings. The Chairperson shall have such other duties as are designated by the commission. The Chairperson may delegate authority to other members. The Chairperson will sign, with the Treasurer or any other proper officer of the commission, all contracts and documents authorized generally or specifically by the commission. The Chairperson shall serve as the official spokesperson for the commission. The Chairperson will ensure that new commissioners receive an orientation to enable them to appropriately perform their duties.

VICE-CHAIRPERSON

The Vice-Chairperson shall conduct meetings and perform the duties of the Chairperson in the absence of the Chairperson. The Vice-Chairperson shall have such other duties as may be delegated by the Chairperson or designated by the commission.

SECRETARY

The Secretary shall record meeting minutes and solicit corrections at meetings. The Secretary shall maintain and be the custodian of the commission's records. The Secretary shall be responsible for the giving and serving of all notices required by the bylaws and any other notices of the commission. The Secretary shall keep an updated list of all members with their terms, email addresses, mailing addresses and telephone numbers. The Secretary shall cause to be kept all books, documents, and communications and shall cause to be kept an accurate record of proceedings of the commission.

The Secretary may have the assistance of paid staff or retained professionals in fulfilling his/her duties.

TREASURER

The Treasurer shall have authority and custody of all funds of the commission. They shall keep, or cause to be kept, full and accurate accounts of receipts and disbursements of the commission and shall

deposit or cause to be deposited all monies and other valuables of the commission in the depositories which the commission may designate. At each meeting, and whenever required by the commission, they shall render a statement of accounts. They shall be responsible for the timely filing of all tax returns and arranging for the annual audit. The Treasurer shall, at all reasonable times, exhibit the commission's books and accounts to any director of the commission and shall perform all duties customarily incident to the position subject to the control of the commission.

The Treasurer will prepare monthly financial statements for the review of the commission as well as a year-end financial statement. Jointly with the Executive Committee, the Treasurer shall be required to prepare an annual budget for the following year which must be presented to the commission at the June meeting. The Treasurer will also prepare a quarterly report for review by the Mayor. Funds of the commission are to be disbursed by the Treasurer for any related and appropriate purposes.

The Treasurer may have the assistance of paid staff or retained professionals in fulfilling his/her duties.

ARTICLE XI. MEETINGS

Regularly scheduled meetings of the Pueblo Human Relations Commission will be held monthly and will be open to the public. The meetings shall be held in the evening unless otherwise specified by membership consent. Special HRC meetings may be called by the Chairperson with notice sent to HRC members forty-eight (48) hours in advance of the scheduled meeting.

ARTICLE XII. QUORUM

A majority of the currently appointed members shall constitute a quorum. In the event that an equal number of commissioners are currently appointed half of those members shall constitute a quorum**.**

ARTICLE XIII. CONFLICTS OF INTEREST

Any HRC member or individual who belongs to a member's immediate family who holds or appears to hold a financial or fiduciary interest in a matter before the HRC shall disclose the potential conflict of interest and shall not take part in the discussion or voting on said issue. Any HRC member or individual who belongs to a member's immediate family who is an employee of an entity whose conduct is being reviewed by HRC shall disclose the potential conflict of interest and may partake in any discussions pertaining to the subject matter but may not vote on said subject matter.

No member of the commission shall have any personal liability to the commission or to the commission members, if any, for monetary damages for breach of fiduciary duty as a member; except that this provision shall not eliminate or limit the liability of a director for monetary loss for: any breach of a member’s duty of loyalty to the commission; act or omission not in good faith or which involves intentional misconduct or a knowing violation of law; acts specified in C.R.S. Section 7-108-401 relating to loans of officers and directors; or any transaction from which the director received an improper personal benefit.

ARTICLE XIV. CALENDAR YEAR

The Human Relations Commission shall establish a calendar year beginning January 1st and ending on December 31st. The calendar year may or may not be the same as the commission's fiscal year. The HRC work plan, for the current year, shall be summarized in December and a work plan for the next year will be established in December.

ARTICLE XV. VOTING AND AMENDING BYLAWS

Any resolutions, acts or decisions by HRC will be made by majority vote at any meeting. However, in order to amend the bylaws of HRC, it will take a majority vote of two-thirds (2/3) of the total HRC Membership. Any proposed amendment of the bylaws must be proposed in writing, at least thirty (30) days prior to the meeting at which the amendment is to be acted upon, with a copy also submitted to the Mayor's Office.

Amendments to the Pueblo Human Relations Commission's bylaws must be in compliance with Colorado law and in accordance with Pueblo Municipal Ordinance No. _____, establishing the Pueblo Human Relations Commission.

ARTICLE XVI. PARLIAMENTARY AUTHORITY

Proceedings not governed by the Human Relations Commission bylaws shall be governed by the most recent version of Bob's Rules of Order, a copy of which is attached hereto as Exhibit A.

ARTICLE XVII. STANDING COMMITTEES

HRC will establish committees as needed. All committees must be chaired by a member of the HRC but may have individuals from the community serving on said committees.

ARTICLE XVIII. OPEN MEETINGS

All meetings of HRC shall be conducted in accordance with the Colorado Open Meetings Law, Section 24-6-401, *et seq*., as amended.

ARTICLE XIX. BUDGET APPROVAL

In June of each year, the HRC members shall annually approve a budget for the following year.

ARTICLE XX. INDEMNIFICATION

The Human Relations Commission shall, to the extent permitted and within the limitations of the Colorado Governmental Immunity Act, Section 24-10-101, *et seq*., indemnify and defend each member, officer and employee of the commission in connection with any claim or actual or threatened suit, action or proceeding in which they may be involved in his or her official capacity by reason of his or her being or having been a member, officer or employee of the commission or by reason of any action or omission by him or her in any such capacity; provided, however, that the commission shall have no obligation to indemnify and defend any such member officer or employee of the commission

for any suit, claim, action or proceeding arising out of criminal offenses, willful and wanton acts or omissions or gross negligence of such member, officer or employee. The commission's obligations pursuant to this Article shall be limited to monies of the commission available for such purposes, including but not limited to insurance proceeds.

ARTICLE XXI. STAFF

HRC has the power and authority to hire and fire staff as needed. Staff members shall carry out duties as assigned by the commission. The commission shall only assign duties that are consistent with these bylaws, the ordinance creating the commission, and the commission's articles of incorporation. Staff members shall be responsible to the commission as a whole (as governed by the chair) and not to any member of the commission individually.

ARTICLE XXII. TAX EXEMPT STATUS

The commission shall be operated as a non-profit corporation, exclusive for charitable and educational purposes. No part of the activities of the commission shall consist of carrying on propaganda or otherwise attempting to influence legislation and the commission shall not participate in or intervene (including the publishing or distribution of statements) in any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these bylaws, the commission shall not carry on any other activity not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 50l(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code or corresponding sections of any future federal tax code. It is the express intention that the commission shall at all times qualify as tax exempt under Section 501(c)(3) of the Internal Revenue Code, as amended, so that all donations to the commission shall be deductible from taxable income of the donating party to the extent allowed by law.

ARTICLE XXIII. DISSOLUTION

The commission and its commissioners shall, at all times, adhere to the provisions of Part 10 of Article 1 of Title 15, Colorado Revised Statutes, as amended. The commission and the directors shall see to it that all of the income of the commission and all of its assets are devoted exclusively to educational and charitable purposes and that sufficient amounts of income, even to the extent of all, are used to assure that the commission will retain its charitable status. In the event of dissolution or final liquidation of the commission, none of such property or assets or proceeds therefore shall inure to the benefit of any individual, but shall, after all liabilities and obligations of the commission have been paid and satisfied or provisions otherwise made for, be distributed for charitable purposes within the State of Colorado.

ARTICLE XXIV. MISCELLANEOUS

This commission is not formed for pecuniary or financial gain and no part of the assets, income or profits of the commission is distributable to or inures to the benefit of its officers or members except to the extent permitted under the not-for-profit corporation laws of the State of Colorado.

No substantial part of the activities of the commission shall be to carry on propaganda or to otherwise attempt to influence legislation. The commission shall not participate in or intervene (including publication or distribution of statements) in any political campaign on behalf of any candidates for public office. The commission may, however, elect to make expenditures to influence legislation pursuant to I.R.S. Code Section 501(h) and 4911. The commission in such event shall not make expenditures in excess.

END OF BYLAWS

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 9, 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 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,817,559.00 TO RUSS GRADING AND EXCAVATING LLC AND SETTING FORTH $363,511.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-005 (WWAN01) 2025 SMALL MAIN REMOVE AND REPLACE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

SUMMARY:

Attached is a Resolution awarding a construction contract to Russ Grading and Excavating LLC for Project No. 25-005 (WWAN01), 2025 Small Main Remove and Replace Project. The project will remove and replace the deteriorated Small Sewer Mains and Manholes for the sites listed below.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Department maintains a priority list of deteriorating sanitary sewer mains. All the sites on the project were taken from this list due to their deteriorated structural condition. To protect the public interest, these mains require rehabilitation.

The cost breakdown for the project is as follows:

	Description	Sewer Related	Surface Related	Council District
1	Remove and Replace	$1,375,782.00	$441,777.00	1, 2, 3 & 4
	Project %	76%	24%	

The total cost of the project is estimated at $2,181,070.00, including contingencies.

FINANCIAL IMPLICATIONS:

The cost of the construction project was bid at $1,817,559.00 with contingencies of $363,511.00. Funds are available from the Sewer User Funds and have been budgeted and appropriated to Project No. 25-005 (WWAN01) - Small Main Rehab.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 - No Action
If no rehabilitation is performed on the collection system, the condition of the sanitary mains will continue to deteriorate until an emergency repair is required. The Wastewater Department would also risk violating its discharge permit if a sanitary sewer overflow were to happen.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 06-09-25 FY2025 Small Main Remove and Replace Project Attachment 25-005

RESOLUTION NO.

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,817,559.00 TO RUSS GRADING AND EXCAVATING LLC AND SETTING FORTH $363,511.00 FOR CONTINGENCIES, FOR PROJECT NO. 25-005 (WWAN01) 2025 SMALL MAIN REMOVE AND REPLACE PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

WHEREAS, competitive bids for the Project No. 25-005 (WWAN01) 2025 Small Main Remove and Replace Project have been received and examined; and

WHEREAS, the proposal of Russ Grading and Excavating LLC of Pueblo, Colorado was the lowest of those bids determined to be responsive; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project No. 25-005 (WWAN01) 2025 Small Main Remove and Replace Project to be performed, and the contract for said project is hereby awarded to Russ Grading and Excavating LLC, in the amount of $1,817,559.00.

SECTION 2.

Funds for Project 25-005 (WWAN01) - Small Main Rehab shall be from the Sewer User Funds.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work…….$363,511.

SECTION 5.

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.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: June 9, 2025

BY: None
MEMBER OF CITY COUNCIL

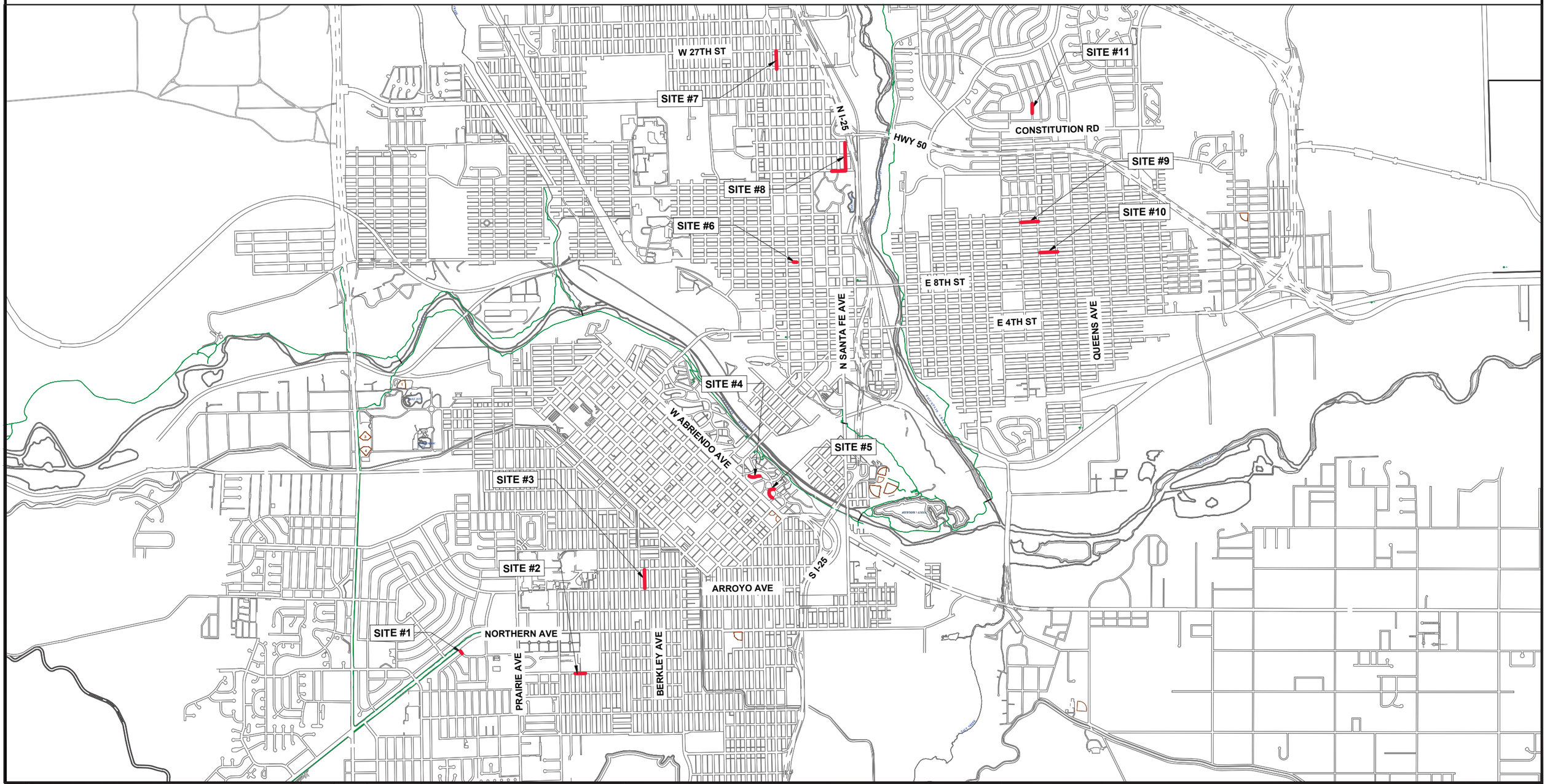
APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

2025 SMALL MAIN REMOVE AND REPLACE PROJECT

CITY OF PUEBLO, COLORADO

PROJECT NO. 25-005 (WWAN01)



NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 3000'
SCALE (V): 1" = NA
DESIGNED BY: M.T.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 5/22/2025

PROJECT #25- 005 (WWAN01)
2025 SMALL MAIN REMOVE & REPLACE PROJECT

LOCATION MAP

SHEET NO. 1 OF 1

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

EVALUATION TABULATION

IFB No. 25-005 (WWAN01)

2025 Small Main Remove and Replace Project

RESPONSE DEADLINE: May 21, 2025 at 10:00 am
Report Generated: Wednesday, May 21, 2025

VENDOR TOTALS

Vendor	Total
Russ Grading & Excavating LLC	$1,817,559.00
Miller Pipeline, LLC	$1,994,885.00
Global Underground Corporation	$2,594,796.19

BASE BID

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Site #1 - WEDGEWOOD DR & ENGLEWOOD DR										
X	1	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	105	LF	$234.11	$24,581.55	$205.00	$21,525.00	$178.00	$18,690.00
X	2	Reinstate 4" Service(s)	2	EA	$1,297.83	$2,595.66	$1,075.00	$2,150.00	$650.00	$1,300.00
X	3	Remove and Replace Water Main AC Pipe with 8" PVC Pipe	1	LS	$6,821.73	$6,821.73	$3.00	$3.00	$6,000.00	$6,000.00
X	4	Remove and Replace Asphalt Patch	105	LF	$180.57	$18,959.85	$73.00	$7,665.00	$91.00	$9,555.00
X	5	Flowfill	40	CY	$282.22	$11,288.80	$195.00	$7,800.00	$200.00	$8,000.00
X	6	Tracer Wire Installation	1	LS	$1,157.82	$1,157.82	$805.00	$805.00	$500.00	$500.00
X	7	Mobilization	1	LS	$53,602.88	$53,602.88	$4,600.00	$4,600.00	$12,370.00	$12,370.00
X	8	Bypass Pumping	1	LS	$6,206.15	$6,206.15	$580.00	$580.00	$1,550.00	$1,550.00
X	9	Traffic Control	1	LS	$13,303.28	$13,303.28	$2,245.00	$2,245.00	$2,000.00	$2,000.00
Site #2 - SPRAGUE AVE & BROWN AVE										
X	10	Remove and Replace 8 "VCP Pipe to 8" PVC Pipe	321	LF	$177.60	$57,009.60	$171.00	$54,891.00	$104.00	$33,384.00
X	11	Reinstate 4" Service(s)	4	LF	$1,297.83	$5,191.32	$1,075.00	$4,300.00	$650.00	$2,600.00
X	12	Remove and Replace 48" Manhole(s)	1	EA	$12,068.81	$12,068.81	$5,467.00	$5,467.00	$6,950.00	$6,950.00
X	13	Remove and Replace Water Main AC Pipe with 8" PVC Pipe	1	LS	$6,821.73	$6,821.73	$1,300.00	$1,300.00	$6,000.00	$6,000.00
X	14	Remove and Replace Asphalt Patch	366	LF	$128.46	$47,016.36	$73.00	$26,718.00	$75.00	$27,450.00

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	15	Flowfill	109	CY	$288.25	$31,419.25	$195.00	$21,255.00	$200.00	$21,800.00
X	16	Tracer Wire Installation	1	LS	$2,652.28	$2,652.28	$1,450.00	$1,450.00	$750.00	$750.00
X	17	Mobilization	1	LS	$4,529.84	$4,529.84	$4,600.00	$4,600.00	$13,470.00	$13,470.00
X	18	Bypass Pumping	1	LS	$14,481.02	$14,481.02	$7,200.00	$7,200.00	$6,300.00	$6,300.00
X	19	Traffic Control	1	LS	$11,086.07	$11,086.07	$4,200.00	$4,200.00	$2,000.00	$2,000.00
Site #3 - W ARROYO AVE & CLAREMONT AVE										
X	20	Remove and Replace 6 "VCP Pipe to 8" PVC Pipe	592	LF	$160.26	$94,873.92	$109.00	$64,528.00	$116.00	$68,672.00
X	21	Reinstate 4" Service(s)	37	EA	$1,289.19	$47,700.03	$1,075.00	$39,775.00	$650.00	$24,050.00
X	22	Remove and Replace 48" Manhole(s)	1	EA	$11,664.14	$11,664.14	$4,750.00	$4,750.00	$6,250.00	$6,250.00
X	23	Place Class 6 Base Course	101	TN	$45.99	$4,644.99	$43.00	$4,343.00	$40.00	$4,040.00
X	24	Tracer Wire Installation	1	LS	$9,010.26	$9,010.26	$6,860.00	$6,860.00	$750.00	$750.00
X	25	Mobilization	1	LS	$4,529.84	$4,529.84	$3,500.00	$3,500.00	$14,870.00	$14,870.00
X	26	Bypass Pumping	1	LS	$20,687.17	$20,687.17	$6,100.00	$6,100.00	$1,551.00	$1,551.00
X	27	Traffic Control	1	LS	$11,086.07	$11,086.07	$3,500.00	$3,500.00	$5,049.00	$5,049.00
Site #4 - OLNEY AVE & E ABRIENDO AVE										
X	28	Remove and Replace 6" VCP Pipe to 8" PVC Pipe	246	LF	$176.41	$43,396.86	$140.00	$34,440.00	$138.00	$33,948.00
X	29	Reinstate 4" Service(s)	16	EA	$1,289.84	$20,637.44	$1,075.00	$17,200.00	$650.00	$10,400.00
X	30	Remove and Replace 48" Manhole(s)	1	EA	$12,069.64	$12,069.64	$5,400.00	$5,400.00	$6,800.00	$6,800.00

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	31	Install 48'' Manhole(s)	1	EA	$7,611.95	$7,611.95	$4,980.00	$4,980.00	$6,400.00	$6,400.00
X	32	Abandon 48'' Manhole(s)	1	EA	$2,967.11	$2,967.11	$400.00	$400.00	$1,000.00	$1,000.00
X	33	Place Asphalt Patch (Various Depths)	124	TN	$273.91	$33,964.84	$325.00	$40,300.00	$166.00	$20,584.00
X	34	Place Class 6 Base Course	218	TN	$42.52	$9,269.36	$65.00	$14,170.00	$75.00	$16,350.00
X	35	Flowfill	20	CY	$294.94	$5,898.80	$195.00	$3,900.00	$200.00	$4,000.00
X	36	Tracer Wire Installation	1	LS	$5,549.54	$5,549.54	$3,156.00	$3,156.00	$500.00	$500.00
X	37	Mobilization	1	LS	$4,529.84	$4,529.84	$7,200.00	$7,200.00	$14,620.00	$14,620.00
X	38	Bypass Pumping	1	LS	$14,481.02	$14,481.02	$3,300.00	$3,300.00	$1,551.00	$1,551.00
X	39	Traffic Control	1	LS	$13,303.28	$13,303.28	$4,400.00	$4,400.00	$1,500.00	$1,500.00
Site #5 - HENKEL PL & ST LOUIS AVE										
X	40	Remove and Replace 6" VCP Pipe to 8" PVC Pipe	461	LF	$155.51	$71,690.11	$122.00	$56,242.00	$119.00	$54,859.00
X	41	Reinstate 4'' Service(s)	17	EA	$1,336.35	$22,717.95	$1,075.00	$18,275.00	$650.00	$11,050.00
X	42	Extend 4'' Service(s)	9	EA	$1,354.37	$12,189.33	$665.00	$5,985.00	$3,000.00	$27,000.00
X	43	Remove and Replace 4" Concrete	138	SF	$38.22	$5,274.36	$11.00	$1,518.00	$13.00	$1,794.00
X	44	Remove and Replace 7" Reinforced Concrete	142	SF	$28.82	$4,092.44	$26.00	$3,692.00	$25.00	$3,550.00
X	45	Remove and Replace 48" Manhole	2	EA	$12,009.96	$24,019.92	$5,340.00	$10,680.00	$6,925.00	$13,850.00
X	46	Install 48'' Manhole(s)	1	EA	$7,611.95	$7,611.95	$5,300.00	$5,300.00	$6,400.00	$6,400.00
X	47	Remove and Replace Water Main AC Pipe with 8'' PVC Pipe	1	LS	$6,821.73	$6,821.73	$1,300.00	$1,300.00	$6,000.00	$6,000.00

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	48	Remove and Replace Standard Curb and Gutter	31	LF	$156.53	$4,852.43	$64.00	$1,984.00	$78.00	$2,418.00
X	49	Place Asphalt Patch (Various Depths)	186	TN	$280.61	$52,193.46	$325.00	$60,450.00	$168.00	$31,248.00
X	50	Flowfill	62	CY	$289.74	$17,963.88	$195.00	$12,090.00	$200.00	$12,400.00
X	51	Place Class 6 Base Course	292	TN	$41.76	$12,193.92	$65.00	$18,980.00	$75.00	$21,900.00
X	52	3' Foot Double Gutter	47	LF	$144.38	$6,785.86	$69.00	$3,243.00	$65.00	$3,055.00
X	53	Tracer Wire Installation	1	LS	$5,149.88	$5,149.88	$3,600.00	$3,600.00	$750.00	$750.00
X	54	Mobilization	1	LS	$4,529.84	$4,529.84	$11,000.00	$11,000.00	$16,795.00	$16,795.00
X	55	Bypass Pumping	1	LS	$14,481.02	$14,481.02	$5,000.00	$5,000.00	$1,551.00	$1,551.00
X	56	Traffic Control	1	LS	$12,194.67	$12,194.67	$4,900.00	$4,900.00	$6,000.00	$6,000.00
Site #6 - W 10TH ST & N GRAND AVE										
X	57	Remove and Replace 6" VCP Pipe to 8" PVC Pipe	58	LF	$262.17	$15,205.86	$352.00	$20,416.00	$198.00	$11,484.00
X	58	Reinstate 4" Service(s)	6	EA	$1,290.73	$7,744.38	$1,075.00	$6,450.00	$650.00	$3,900.00
X	59	Install 48" Manhole(s)	1	EA	$7,611.95	$7,611.95	$5,500.00	$5,500.00	$6,900.00	$6,900.00
X	60	Remove and Replace Asphalt Patch	78	LF	$169.30	$13,205.40	$73.00	$5,694.00	$100.00	$7,800.00
X	61	Flowfill	27	CY	$286.14	$7,725.78	$195.00	$5,265.00	$200.00	$5,400.00
X	62	Tracer Wire Installation	1	LS	$1,597.57	$1,597.57	$1,330.00	$1,330.00	$500.00	$500.00
X	63	Mobilization	1	LS	$4,529.84	$4,529.84	$3,700.00	$3,700.00	$12,070.00	$12,070.00
X	64	Bypass Pumping	1	LS	$8,274.87	$8,274.87	$1.00	$1.00	$1,600.00	$1,600.00

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	65	Traffic Control	1	LS	$5,543.03	$5,543.03	$1,300.00	$1,300.00	$500.00	$500.00
Site #7 - W 26TH ST & N ELIZABETH AVE										
X	66	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	567	LF	$142.75	$80,939.25	$113.00	$64,071.00	$97.00	$54,999.00
X	67	Reinstate 4" Service(s)	21	EA	$1,414.23	$29,698.83	$1,075.00	$22,575.00	$750.00	$15,750.00
X	68	Remove and Replace 4" Concrete	106	SF	$45.69	$4,843.14	$11.00	$1,166.00	$13.00	$1,378.00
X	69	Remove and Replace 7" Reinforced Concrete	950	SF	$22.94	$21,793.00	$26.00	$24,700.00	$25.00	$23,750.00
X	70	Remove and Replace 48" Manhole(s)	3	EA	$11,743.17	$35,229.51	$4,975.00	$14,925.00	$6,500.00	$19,500.00
X	71	Remove and Replace Standard Curb and Gutter	115	LF	$84.12	$9,673.80	$64.00	$7,360.00	$78.00	$8,970.00
X	72	Place Asphalt Patch (Various Depths)	201	TN	$279.62	$56,203.62	$325.00	$65,325.00	$176.00	$35,376.00
X	73	Flowfill	13	CY	$287.11	$3,732.43	$195.00	$2,535.00	$200.00	$2,600.00
X	74	Place Class 6 Base Course	361	TN	$41.34	$14,923.74	$65.00	$23,465.00	$75.00	$27,075.00
X	75	3' Foot Double Gutter	123	LF	$123.80	$15,227.40	$69.00	$8,487.00	$65.00	$7,995.00
X	76	Tracer Wire Installation	1	LS	$6,311.97	$6,311.97	$4,300.00	$4,300.00	$750.00	$750.00
X	77	Mobilization	1	LS	$4,529.84	$4,529.84	$13,800.00	$13,800.00	$16,870.00	$16,870.00
X	78	Bypass Pumping	1	LS	$22,755.89	$22,755.89	$5,900.00	$5,900.00	$1,600.00	$1,600.00
X	79	Traffic Control	1	LS	$16,629.09	$16,629.09	$4,100.00	$4,100.00	$6,500.00	$6,500.00
Site #8 - E 19TH ST & N ALBANY AVE										
X	80	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	898	LF	$143.70	$129,042.60	$163.00	$146,374.00	$111.00	$99,678.00

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	81	Install 8" PVC Pipe	455	LF	$139.64	$63,536.20	$163.00	$74,165.00	$76.00	$34,580.00
X	82	Reinstate 4" Service(s)	25	EA	$1,415.69	$35,392.25	$1,075.00	$26,875.00	$750.00	$18,750.00
X	83	Extend 4" Service(s)	2	EA	$1,399.37	$2,798.74	$2,380.00	$4,760.00	$5,800.00	$11,600.00
X	84	Remove and Replace 7" Reinforced Conc.	267	SF	$36.80	$9,825.60	$26.00	$6,942.00	$25.00	$6,675.00
X	85	Remove and Replace 48" Manhole(s)	2	EA	$11,791.30	$23,582.60	$5,185.00	$10,370.00	$7,100.00	$14,200.00
X	86	Install 48" Manhole(s)	2	EA	$7,502.08	$15,004.16	$6,900.00	$13,800.00	$7,100.00	$14,200.00
X	87	Remove 48" Manhole(s)	2	EA	$4,399.10	$8,798.20	$975.00	$1,950.00	$1,000.00	$2,000.00
X	88	Remove and Replace Water Main AC Pipe with 8" PVC Pipe	2	LS	$6,821.73	$13,643.46	$1,300.00	$2,600.00	$6,000.00	$12,000.00
X	89	Place Asphalt Patch (Various Depths)	261	TN	$277.78	$72,500.58	$325.00	$84,825.00	$188.00	$49,068.00
X	90	Place Class 6 Base Course	334	TN	$41.48	$13,854.32	$65.00	$21,710.00	$75.00	$25,050.00
X	91	Remove and Replace Curb and Gutter	98	LF	$86.07	$8,434.86	$64.00	$6,272.00	$78.00	$7,644.00
X	92	FlowFill	195	CY	$287.54	$56,070.30	$195.00	$38,025.00	$200.00	$39,000.00
X	93	Gravel Surface Class 6 Base Course	71	TN	$48.72	$3,459.12	$43.00	$3,053.00	$40.00	$2,840.00
X	94	3' Foot Double Gutter	151	LF	$125.76	$18,989.76	$69.00	$10,419.00	$65.00	$9,815.00
X	95	Tracer Wire Installation	1	LS	$10,648.04	$10,648.04	$6,000.00	$6,000.00	$1,200.00	$1,200.00
X	96	Mobilization	1	LS	$4,529.84	$4,529.84	$20,000.00	$20,000.00	$21,370.00	$21,370.00
X	97	Bypass Pumping	1	LS	$20,687.17	$20,687.17	$22,500.00	$22,500.00	$10,750.00	$10,750.00
X	98	Traffic Control	1	LS	$16,629.09	$16,629.09	$9,200.00	$9,200.00	$9,000.00	$9,000.00

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Site #9 - E 13TH ST & N NORWOOD AVE										
X	99	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	551	LF	$151.93	$83,713.43	$158.00	$87,058.00	$137.00	$75,487.00
X	100	Reinstate 4" Service(s)	20	EA	$1,289.31	$25,786.20	$1,075.00	$21,500.00	$650.00	$13,000.00
X	101	Remove and Replace 4" Concrete	78	SF	$57.25	$4,465.50	$11.00	$858.00	$13.00	$1,014.00
X	102	Remove and Replace 7" Reinforced Conc.	148	SF	$49.25	$7,289.00	$26.00	$3,848.00	$25.00	$3,700.00
X	103	Remove and Replace 48" Manhole(s)	1	EA	$12,517.41	$12,517.41	$7,300.00	$7,300.00	$13,000.00	$13,000.00
X	104	Remove and Replace Water Main AC Pipe with 8" PVC Pipe	1	LS	$6,821.73	$6,821.73	$1,300.00	$1,300.00	$6,000.00	$6,000.00
X	105	Remove and Replace Standard Curb and Gutter	69	LF	$105.40	$7,272.60	$64.00	$4,416.00	$78.00	$5,382.00
X	106	Remove and Replace Asphalt Patch	110	LF	$148.92	$16,381.20	$73.00	$8,030.00	$99.00	$10,890.00
X	107	FlowFill	36	CY	$308.12	$11,092.32	$195.00	$7,020.00	$200.00	$7,200.00
X	108	Place Class 6 Base Course	86	TN	$47.11	$4,051.46	$43.00	$3,698.00	$40.00	$3,440.00
X	109	Tracer Wire Installation	1	LS	$6,083.46	$6,083.46	$4,200.00	$4,200.00	$750.00	$750.00
X	110	Mobilization	1	LS	$4,529.84	$4,529.84	$4,500.00	$4,500.00	$17,070.00	$17,070.00
X	111	Bypass Pumping	1	LS	$16,549.74	$16,549.74	$5,700.00	$5,700.00	$13,500.00	$13,500.00
X	112	Traffic Control	1	LS	$16,629.09	$16,629.09	$4,200.00	$4,200.00	$6,500.00	$6,500.00
Site #10 - E 10TH ST & N OGDEN AVE										
X	113	Remove and Replace 8" VCP Pipe to 8" PVC Pipe	596	LF	$144.90	$86,360.40	$173.00	$103,108.00	$156.00	$92,976.00

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	114	Remove and Replace 10'' RCP to 15'' HPPP	99	LF	$182.31	$18,048.69	$145.00	$14,355.00	$130.00	$12,870.00
X	115	Reinstate 4'' Service(s)	19	EA	$1,289.98	$24,509.62	$1,075.00	$20,425.00	$650.00	$12,350.00
X	116	Remove and Replace 4" Concrete	89	SF	$53.35	$4,748.15	$11.00	$979.00	$13.00	$1,157.00
X	117	Remove and Replace 7" Reinforced Conc.	670	SF	$28.01	$18,766.70	$26.00	$17,420.00	$25.00	$16,750.00
X	118	Remove and Replace 60" Storm Manhole	1	EA	$15,858.92	$15,858.92	$6,900.00	$6,900.00	$9,000.00	$9,000.00
X	119	Remove and Replace 60" Storm Inlet structure	1	EA	$19,044.53	$19,044.53	$10,500.00	$10,500.00	$7,000.00	$7,000.00
X	120	Remove and Replace Standard Curb and Gutter	112	LF	$84.98	$9,517.76	$64.00	$7,168.00	$78.00	$8,736.00
X	121	Remove and Replace Asphalt Patch	72	LF	$175.14	$12,610.08	$77.00	$5,544.00	$117.00	$8,424.00
X	122	FlowFill	25	CY	$288.15	$7,203.75	$195.00	$4,875.00	$200.00	$5,000.00
X	123	Place Class 6 Base Course	88	TN	$46.94	$4,130.72	$43.00	$3,784.00	$40.00	$3,520.00
X	124	Tracer Wire Installation	1	LS	$6,542.93	$6,542.93	$4,100.00	$4,100.00	$1,000.00	$1,000.00
X	125	Mobilization	1	LS	$4,529.84	$4,529.84	$4,500.00	$4,500.00	$17,870.00	$17,870.00
X	126	Bypass Pumping	1	LS	$12,412.30	$12,412.30	$6,100.00	$6,100.00	$10,600.00	$10,600.00
X	127	Traffic Control	1	LS	$16,629.09	$16,629.09	$5,000.00	$5,000.00	$6,500.00	$6,500.00
Site #11 - LEXINGTON RD & ALEXANDER CIR										
X	128	Remove and Replace 8" VCP Pipe to 8'' PVC Pipe	296	LF	$165.87	$49,097.52	$125.00	$37,000.00	$99.00	$29,304.00
X	129	Install 8'' PVC Pipe	27	LF	$331.18	$8,941.86	$123.00	$3,321.00	$202.00	$5,454.00
X	130	Reinstate 4'' Service(s)	8	EA	$1,418.04	$11,344.32	$1,075.00	$8,600.00	$750.00	$6,000.00

Base Bid					Global Underground Corporation		Miller Pipeline, LLC		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	131	Remove and Replace 48" Manhole(s)	2	EA	$7,671.22	$15,342.44	$6,000.00	$12,000.00	$6,750.00	$13,500.00
X	132	Remove Inspection Pipe	1	EA	$2,847.48	$2,847.48	$650.00	$650.00	$500.00	$500.00
X	133	Remove and Replace Asphalt Patch	316	LF	$129.78	$41,010.48	$73.00	$23,068.00	$74.00	$23,384.00
X	134	FlowFill	108	CY	$287.71	$31,072.68	$195.00	$21,060.00	$200.00	$21,600.00
X	135	Tracer Wire Installation	1	LS	$2,681.79	$2,681.79	$2,000.00	$2,000.00	$500.00	$500.00
X	136	Mobilization	1	LS	$4,529.84	$4,529.84	$4,500.00	$4,500.00	$15,170.00	$15,170.00
X	137	Bypass Pumping	1	LS	$12,412.30	$12,412.30	$3,900.00	$3,900.00	$2,000.00	$2,000.00
X	138	Traffic Control	1	LS	$16,629.09	$16,629.09	$3,000.00	$3,000.00	$2,600.00	$2,600.00
Total						$2,594,796.19		$1,994,885.00		$1,817,559.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Global Underground Corporation	Miller Pipeline, LLC	Russ Grading & Excavating LLC
BID GUARANTEE	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass
BOARD OF WATER WORKS REQUIRED PREQUALIFICATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS			
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
CERTIFICATIONS			
CERTIFICATION STATEMENT	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 9, 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 2025 GENERAL FUND BUDGET TO PUEBLO FIREFIGHTER HISTORICAL SOCIETY HOSE CO 3 IN THE AMOUNT OF $750 TO SPONSOR THE COMMUNITY APPRECIATION AWARDS FUNDRAISER FROM 11:30 AM - 1:00 PM AT PUEBLO FIREFIGHTERS HISTORICAL CENTER ON THURSDAY, JUNE 26, 2025

SUMMARY:

A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Pueblo Firefighter Historical Society Hose CO 3 in the amount of $750 to sponsor the Community Appreciation Awards fundraiser from 11:30 AM - 1:00 PM at Pueblo FireFighters Historical Center on Thursday, June 26, 2025.

PREVIOUS COUNCIL ACTION:

Council has supported this organization's FireFighters Ball & Awards Dinner in the past, but this is the first request for this event.

BACKGROUND:

City Council Member Sarah Martinez is requesting $750 to sponsor the Pueblo Firefighter Historical Society's 2025 Community Appreciation Awards. This fundraiser will take on Thursday, June 26, 2025, 11:30 AM - 1:00 PM at the Pueblo FireFighters Historical Center.

The Pueblo FireFighters Historical Society was founded in 1995 by a group of Pueblo firefighters. The Historical Society is still led by Pueblo Firefighters who volunteer to maintain and preserve our history. They also manage the Hose Co. No. 3 Fire Museum and continue to add artifacts and pictures of the Pueblo Fire Department and its firefighters. They are currently raising funds to restore the historic Pueblo Firefighters Hall and maintain their cherished collection of antique firetrucks - symbols of bravery,

service, and community pride.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $750 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Pueblo Firefighter Historical Society.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Sponshorship Request - Pueblo FireFighter Historical Society
2. Secretary of State - Pueblo FireFighter Historical Society - pulled 5.14.25
3. 2025 Contingencies (Council) Pueblo FireFighter Historical Society

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO FIREFIGHTER HISTORICAL SOCIETY HOSE CO 3 IN THE AMOUNT OF $750 TO SPONSOR THE COMMUNITY APPRECIATION AWARDS FUNDRAISER FROM 11:30 AM - 1:00 PM AT PUEBLO FIREFIGHTERS HISTORICAL CENTER ON THURSDAY, JUNE 26, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $750 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to the Pueblo Firefighter Historical Society to sponsor the 2025 Community Appreciation Awards from 11:30 AM - 1:00 PM at the Pueblo FireFighters Historical Center on Thursday, June 26, 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: June 9, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Fw: [External] IAFF Local 3 Save the Date Flyer

Reply | Reply All | Forward

Wed 5/14/2025 8:21 AM

Sarah Martinez
To Katie Hester

If there are problems with how this message is displayed, click here to view it in a web browser.

Local 3 Firefighters Historical Society Fundraiser 6-26-25[14].pdf
2 MB

From: Leroy Garcia <leroy@perryjacobson.com>
Sent: Wednesday, May 14, 2025 7:19 AM
To: Sarah Martinez <SMartinez@pueblo.us>
Subject: [External] IAFF Local 3 Save the Date Flyer

External email. Please use caution.

Good morning Councilwoman Martinez,

Kindly sharing the above attachment on behalf of Local 3 – Save the Date. I hope that you can plan on joining us and if possible be a sponsor. Thank you for all you do for Pueblo.

Semper Fidelis,

Leroy

Leroy M. Garcia
Partner, CO Lead
719.406.8311
Leroy@perryjacobson.com
Colorado / Washington, DC
PERRYJACOBSON.COM



You're Invited to Support the Pueblo Firefighters Historical Society

The **Pueblo Firefighters Historical Society** is currently raising funds to restore the historic **Pueblo Firefighters Hall** and maintain our cherished collection of antique firetrucks—symbols of bravery, service, and community pride. We're calling on our community to come together in support of this important effort. Every contribution, big or small, brings us closer to preserving a vital piece of Pueblo's heritage for future generations.

Save the Date

Thursday, June 26, 2025
IAFF Local 3 — 116 N Main St., Pueblo, CO 81003
11:30 AM – 1:00 PM
Community Appreciation Awards at 12:15 PM
Join us as we recognize our valued supporters, including **Barrel Brothers Liquor** and **Shamrock Brewing Co.**

Consider Joining the Host Committee: Contribution Tiers
Gold Community Contributor - $50.00 + Silver Community Contributor $20.00+

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 FIREFIGHTERS HISTORICAL SOCIETY

is a

Nonprofit Corporation

formed or registered on 11/15/1996 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 19961149030 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/13/2025 that have been posted, and by documents delivered to this office electronically through 05/14/2025 @ 09:21:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 05/14/2025 @ 09:21:02 in accordance with applicable law. This certificate is assigned Confirmation Number 17298600 .

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."

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/13/25	Boys & Girls Club Champions of Youth Dinner		$ 2,000.00		$ 98,000.00
1/27/25	Pueblo Chamber Annual Gala and Citizen of the Year Table		$ 1,000.00		$ 97,000.00
1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
2/24/25	Kadoya Gallery The Dig Talks		$ 1,200.00		$ 88,559.88
2/24/25	Mariposa Center for Safety - Chocolate Indulgence		$ 800.00		$ 87,759.88
3/24/25	BITS of Freedom Kentucky Derby Party		$ 2,000.00		$ 85,759.88
3/24/25	ARC of Pueblo Golden Tortilla		$ 1,000.00		$ 84,759.88
3/24/25	Junior League Tour a Truck		$ 1,500.00		$ 83,259.88
3/24/25	Child Advocacy Center National Child Abuse Prevention Month		$ 1,000.00		$ 82,259.88
4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
4/14/25	Latino Chamber of Commerce 40 Under 40 Awards		$ 1,000.00		$ 79,259.88
4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
4/14/25	El Movimiento Sigue - Cinco De Mayo		$ 2,000.00		$ 75,359.88
4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
4/28/25	District 60 - Pueblo Summer Musical		$ 1,000.00		$ 72,359.88
4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz		$ 1,250.00		$ 65,609.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 63,109.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,609.88
5/27/25	CATCH Youth - Pignanelli Partners		$ 750.00		$ 60,859.88
6/9/25	Honor Flight of So Co - Summer Bash 2025		$1,400.00		$ 59,459.88
6/9/25	Pueblo FireFighters Historical Society		$ 750.00		$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88
					$ 58,709.88

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 9, 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 2025 GENERAL FUND BUDGET TO PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF $2,500 TO SPONSOR THE 5TH ANNUAL CHILE FESTIVAL & BALLOON FEST IN HISTORIC DOWNTOWN PUEBLO ON UNION AVENUE, STARTING AT 3PM ON FRIDAY, SEPTEMBER 19, AND ENDING ON SUNDAY, SEPTEMBER 21, 2025, AT 5 PM

SUMMARY:

Attached for consideration is a request for support of the Pueblo Chamber of Commerce in the amount of $2,500 to sponsor the 5th Annual Chile Festival & Balloon Fest in Historic Downtown Pueblo on Union Avenue, September 19-21, 2025.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2022, 2023, and 2024 for $2,500.

BACKGROUND:

City Council Member Sarah Martinez is requesting $2,500 to sponsor the Pueblo Chamber of Commerce 5th Annual Chile Festival & Balloon Fest. The festival will take place Friday-Sunday, September 19-21, 2025 in Historic Downtown Pueblo on Union Avenue.

The Chile and Frijoles Festival was created to promote Pueblo's rich agriculture and encourage our community, and region, to buy local fresh products at any of the numerous farm stands and specialty shops available during the festival and year-round.

The event features live entertainment, street vendors, and cooking competitions. It is held downtown along Union Avenue, and draws in Pueblo residents as well as people from across the state and around the nation.

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 Pueblo Chamber of Commerce.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Sponsorship Request - Pueblo Chile Festival Balloon Fest
2. Secretary of State - Pueblo Chamber of Commerce - Pulled 5.14.5
3. 2025 Contingencies (Council) Pueblo Chamber of Commerce - Chile Festival Balloon Fest

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF $2,500 TO SPONSOR THE 5TH ANNUAL CHILE FESTIVAL & BALLOON FEST IN HISTORIC DOWNTOWN PUEBLO ON UNION AVENUE, STARTING AT 3PM ON FRIDAY, SEPTEMBER 19, AND ENDING ON SUNDAY, SEPTEMBER 21, 2025, AT 5 PM

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 Pueblo Chamber of Commerce to sponsor the 5th Annual Chile Festival & Balloon Fest in Historic Downtown Pueblo on Union Avenue starting at 3PM on Friday September 19, and ending on Sunday, September 21, 2025 at 5 PM.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: June 9, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

May 1, 2025

City of Pueblo Mayors Office
Mayor Heather Graham,
President Mark Aliff;

Re: Sponsorship of the 5th Annual Pueblo Chile Festival Balloon Fest.

We are excited to bring the 5th Annual Pueblo Chile Festival Balloon Fest back this year! We have been grateful for the support of the City in the past 3 events. We had some fantastic additions last year and everyone was thrilled with the beautiful launch fields at Langoni Soccer Complex. We worked hard to protect the fields and irrigation systems and the balloons and crowd appreciated the upgrade! The pilots love flying in Pueblo as we still have large open spaces and great landing spots, which is just as important as launch sites! We are creating a great buy in with both sponsors and balloons anxious to return.. With balloons from Utah, Wyoming, Texas, New Mexico and of course Colorado, we are building excitement. Even though the weather wasn't perfect last year, the balloons drifted over Union Ave Friday morning and we had fantastic media coverage! The balloons stayed on the field Saturday, gave tethered rides (waivers signed) and although they didn't take off – walking among the gentle giants is also a thrill. The event lit up social media for weeks after the event – and we've seen a strong increase in following on the event pages.

Balloons typically fly in the early morning, 7am-9am which creates a longer day & greater experience for the locals and out of town visitors which increases revenue during the Chile Fest. We believe this gives people something to do earlier in the day & stay longer, increasing the tourism income for the city & community with sales tax revenues; a win-win for all! The balloon fest also helps draw on a different crowd that might not otherwise visit Pueblo or attend the Chile Festival.

The Mayor's Office and the Pueblo City Council shared the sponsored the event last year at the $5,000 level. These sponsorships were used exclusively to bring the pilots and their expensive equipment to Pueblo by providing lodging, meals, propane, and travel expenses. By doing this, it is keeping free admission to this unique event for everyone. The sponsorship also comes with a balloon ride for 4 people of your choosing and all of the marketing included in the attached sponsor levels. We are hoping that you continue to support this event as we build it into a unique cornerstone event for our city as Pueblo changes its face as a destination and becomes the place to live.

Thank you for your consideration and support for this undertaking! Please let us know if you need any additional information

Best Regards,

Sally Carter
Bret Verna
719-250-3500
cbeyond@live.com

PUEBLO CHILE & FRIJOLES FESTIVAL

September 19th – 21st, 2025
5th ANNUAL PUEBLO CHILE BALLOON FEST
SPONSORSHIP LEVELS

$1,800 - $10,000 levels all receive:

Sponsor Name on Balloon Basket Banner
Advertising in Balloon Fest printed program & online publications
Friday night meet & greet with the balloon pilots & crew
After flight tail-gates

$1,800 Level - Mild 

Hot air balloon ride for 2 people (weather permitting)
Company Logo on Balloon Fest banners at main gates of Chile Festival & launch field
4 each 3 day passes to the Chile and Frijole Festival & 2 Pueblo Chile Balloon Fest t-shirts

$2,500 Level - Spicy 

Hot air balloon ride for 3 people (weather permitting)
Medium Company Logo on Balloon Fest banners at main gates of Chile Festival & launch field
6 each 3 day passes to the Chile and Frijole Festival & 3 Pueblo Chile Balloon Fest t-shirts
Digital, Social Media, Radio and Print Advertising
Logo included on Official Poster, Festival T-shirt & 75,000 Entertainment Guides

$5,000 Level - 2X Spicy 

Hot air balloon ride for 4 people (weather permitting)
Large Company Logo on Balloon Fest banners at main gates of the Chile Festival & launch field.
Ability to place your own banners on the launch field and Chile Festival.
8 each 3 day passes to the Chile and Frijole Festival & 4 Pueblo Chile Balloon Fest t-shirts
Digital, Social Media, Radio and Print Advertising
Logo included on Official Poster, Festival T-shirt & 75,000 Entertainment Guides

$10,000 and above - Fire Breathing 

Hot air balloon ride for 8 people (weather permitting)
Large Company Logo on Balloon Fest banners at main gates of the Chile Festival
Ability to place your own banners on the launch field and Chile Festival.
16 each 3 day passes to the Chile and Frijole Festival & 4 Pueblo Chile Balloon Fest t-shirts
Prominent Digital, Social , Radio and Print Advertising
Logo included on Official Poster, Festival T-shirt & 75,000 Entertainment Guides

$300 - $1,000 Friends of the Balloons

Digital & Social Media ~ t-shirts ~ Name on Field Signs ~ tickets to the Chile and Frijole Festival

PUEBLO CHILE BALLOON FEST

2025 Pueblo Chile Balloon Fest Sponsor Form

Business Information - as it should appear in marketing:

Business Name	
Business Address:	
Business Phone:	
Company Website:	
Contact Person:	
Contact Phone#	
Contact Email	

Sponsorship Level:
Please circle one

Passenger Names:	$1,800	$2,500	$5,000	T-shirt Size

I am unable to sponsor at this time, but would love to participate in the following way: Please list your donation intentions, for example what you are willing to donate for in-kind services.

_____

_____

Please make checks payable to the Greater Pueblo Chamber of Commerce and mail your check with a copy of this form to the address below, or let us know and we can pick it up!

Pueblo Chamber of Commerce
Balloon Fest Sponsorship
302 Santa Fe Dr
Pueblo, CO 81003

Please email a digital file of your logo to cbeyond@live.com as soon as possible. If you have any questions on the format of the file please contact Sally at 719-250-3500
valid formats are .jpg / .png / .bitmap

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 CHAMBER OF COMMERCE

is a

Nonprofit Corporation

formed or registered on 06/03/1910 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 19871091067 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/13/2025 that have been posted, and by documents delivered to this office electronically through 05/14/2025 @ 12:23:21 .

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 05/14/2025 @ 12:23:21 in accordance with applicable law. This certificate is assigned Confirmation Number 17299851 .

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."

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/13/25	Boys & Girls Club Champions of Youth Dinner		$ 2,000.00		$ 98,000.00
1/27/25	Pueblo Chamber Annual Gala and Citizen of the Year Table		$ 1,000.00		$ 97,000.00
1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
2/24/25	Kadoya Gallery The Dig Talks		$ 1,200.00		$ 88,559.88
2/24/25	Mariposa Center for Safety - Chocolate Indulgence		$ 800.00		$ 87,759.88
3/24/25	BITS of Freedom Kentucky Derby Party		$ 2,000.00		$ 85,759.88
3/24/25	ARC of Pueblo Golden Tortilla		$ 1,000.00		$ 84,759.88
3/24/25	Junior League Tour a Truck		$ 1,500.00		$ 83,259.88
3/24/25	Child Advocacy Center National Child Abuse Prevention Month		$ 1,000.00		$ 82,259.88
4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
4/14/25	Latino Chamber of Commerce 40 Under 40 Awards		$ 1,000.00		$ 79,259.88
4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
4/14/25	El Movimiento Sigue - Cinco De Mayo		$ 2,000.00		$ 75,359.88
4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
4/28/25	District 60 - Pueblo Summer Musical		$ 1,000.00		$ 72,359.88
4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz		$ 1,250.00		$ 65,609.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 63,109.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,609.88
5/27/25	CATCH Youth - Pignanelli Partners		$ 750.00		$ 60,859.88
6/9/25	Honor Flight of So Co - Summer Bash 2025		$1,400.00		$ 59,459.88
6/9/25	Pueblo FireFighters Historical Society		$ 750.00		$ 58,709.88
6/9/25	Pueblo Chamber of Commerce - Chile Festival Balloon Fest		$ 5,000.00		$ 53,709.88
					$ 53,709.88
					$ 53,709.88

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 9, 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 2025 GENERAL FUND BUDGET TO PIGNANELLI PARTNERS IN THE AMOUNT OF $750 TO SPONSOR CATCHING TEENS UPSTREAM FOR THE CENTER FOR ARTS THERAPIES & CREATIVE HEALING YOUTH (C.A.T.C.H. YOUTH) FROM 9:00 AM - 12:00 PM AT RAWLINGS LIBRARY - 4TH FLOOR ON MAY 16, 2025

SUMMARY:

Attached for consideration is a request for support of Pignanelli Partners in the amount of $750 to sponsor Catching Teens Upstream for the Center for Arts Therapies & Creative Healing Youth (C.A.T.C.H. Youth) from 9:00 AM - 12:00 PM at Rawlings Library - 4th Floor on May 16, 2025.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting $750 to sponsor Catching Teens Upstream for C.A.T.C.H. Youth. The event took place on May 16, 2025, 9:00 AM - 12:00 PM at Rawlings Library - 4th Floor.

Pignanelli Partners is a company committed to developing programs for community cultural advancement to ensure that every child in Pueblo has the tools they need to thrive. C.A.T.C.H. YOUTH is a community-driven program developed by Pignanelli Partners dedicated to re-imagining how mental health support is delivered to teens in Pueblo by integrating arts-based therapies into preventive mental health care. This program aims to foster resilience, build critical communication skills, and provide a new model for collaboration across all sectors invested in the well-being of young people.

This event sparked a community conversation about being a teen in today's world and included performances, breakout sessions, and discussions. This sponsorship will support the breakfast provided for attendees.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $750 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Pignanelli Partners.

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 - CATCH Youth Catching Teens Upstream (2)
2. Secretary of State Pignanelli Partners - pulled 4.29.25 - Catching Teens Upstream - Center for Arts Therapies and Creative Healing Youth
3. 2025 Contingencies (Council) CATCH Youth - Pignanelli Partners

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PIGNANELLI PARTNERS IN THE AMOUNT OF $750 TO SPONSOR CATCHING TEENS UPSTREAM FOR THE CENTER FOR ARTS THERAPIES & CREATIVE HEALING YOUTH (C.A.T.C.H. YOUTH) FROM 9:00 AM - 12:00 PM AT RAWLINGS LIBRARY - 4TH FLOOR ON MAY 16, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $750 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Pignanelli Partners to sponsor Catching Teens Upstream for C.A.T.C.H. Youth from 9:00 AM - 12:00 PM at Rawlings Library - 4th Floor on May 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: June 9, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Alyssa and Katie,

Can we get this on a resolution please?

Sarah Martinez

City Council, District 3

City of Pueblo

(Cell) 719-568-8033

city of PUEBLO colorado

Choose Pueblo

From: Roxanne Pignanelli <roxypignanelli@gmail.com>
Sent: Monday, April 28, 2025 1:23 PM
To: Sarah Martinez <sarahlynmart@gmail.com>; Sarah Martinez <SMartinez@pueblo.us>
Cc: Kennedy Pugh <kennedypugh@gmail.com>
Subject: [External] Breakfast Request

External email. Please use caution.

Dear Sarah,

As requested, we would greatly appreciate your leadership in the "Leadership" breakout and formally request a $750 donation for burritos for attendees. Please find the flyer attached. Thank you for considering these requests and for all you do for kids! Cheers!

Warmest regards,

Roxanne Pignanelli

Pignanelli Partners

301 N. Main St. Ste 303

Pueblo, CO 81003

719.778.1848

This e-mail transmission (including any attachments) contains information that is confidential and may be legally privileged. It is intended for the use of the addressee only. If you received this e-mail in error, we request that you contact us immediately by telephone or return e-mail, and that you delete this message from your computer. If you are not the intended recipient, please be advised that any dissemination, distribution, or copying of this e-mail is strictly prohibited. [CoP]

C.A.T.C.H. youth

Center for Arts Therapies & Creative Healing Youth

THE MOST IMPORTANT CONVERSATION WE SHOULD BE HAVING IS THE ONE ABOUT SAVING OUR YOUTH AND ENSURING THEIR FUTURE! LET YOUR VOICE BE HEARD.

"CATCHING TEENS UPSTREAM"

A community conversation about being a teen in today's world.

MAY 16TH Rawlings Library 4th Floor 9:00 a.m. to Noon

Breakfast, Performances, Breakout Sessions, Conversations, and Solutions

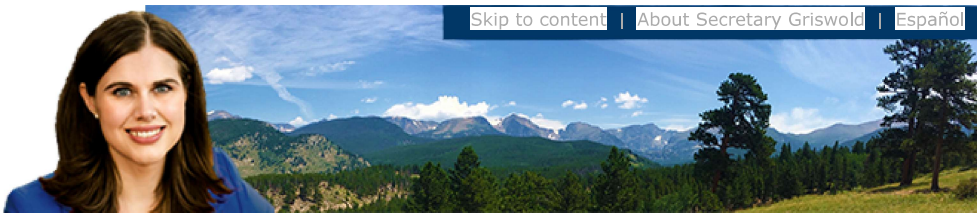
Please respond to the QR code link for registration.



PUEBLO CITY-COUNTY Library District

The Colorado Health Foundation

719.778.1848 roxypignanelli@gmail.com Pueblo, Colorado



Summary

For this Record...

Filing history and documents
Get a certificate of good standing
File a form

Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home

Business Information
Business Search

FAQs, Glossary and Information

Details			
Name	Pignanelli Partners Ltd.		
Status	Good Standing	**Formation date**	12/12/2022
ID number	20228208583	**Form**	Limited Liability Company
Periodic report month	December	**Jurisdiction**	Colorado
Principal office street address	211 W 2nd St Apt 303, Pueblo, CO 81003, US		
Principal office mailing address	211 W 2nd St Apt 303, Pueblo, CO 81003, US		

Registered Agent	
Name	Roxanne A Pignanelli
Street address	211 W 2nd St Apt 303, Pueblo, CO 81003, US
Mailing address	211 W 2nd St Apt 303, Pueblo, CO 81003, US

Filing history and documents
Get a certificate of good standing
Get certified copies of documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Back

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/13/25	Boys & Girls Club Champions of Youth Dinner		$ 2,000.00		$ 98,000.00
1/27/25	Pueblo Chamber Annual Gala and Citizen of the Year Table		$ 1,000.00		$ 97,000.00
1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
2/24/25	Kadoya Gallery The Dig Talks		$ 1,200.00		$ 88,559.88
2/24/25	Mariposa Center for Safety - Chocolate Indulgence		$ 800.00		$ 87,759.88
3/24/25	BITS of Freedom Kentucky Derby Party		$ 2,000.00		$ 85,759.88
3/24/25	ARC of Pueblo Golden Tortilla		$ 1,000.00		$ 84,759.88
3/24/25	Junior League Tour a Truck		$ 1,500.00		$ 83,259.88
3/24/25	Child Advocacy Center National Child Abuse Prevention Month		$ 1,000.00		$ 82,259.88
4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
4/14/25	Latino Chamber of Commerce 40 Under 40 Awards		$ 1,000.00		$ 79,259.88
4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
4/14/25	El Movimiento Sigue - Cinco De Mayo		$ 2,000.00		$ 75,359.88
4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
4/28/25	District 60 - Pueblo Summer Musical		$ 1,000.00		$ 72,359.88
4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz		$ 1,250.00		$ 65,609.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 63,109.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,609.88
5/27/25	CATCH Youth - Pignanelli Partners		$ 750.00		$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88
					$ 60,859.88

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO HONOR FLIGHT OF SOUTHERN COLORADO IN THE AMOUNT OF $1,400 TO SPONSOR THE 2025 SUMMER BASH FROM 5:00 PM - 9:00 PM AT WEIDNER FIELD IN COLORADO SPRINGS ON SATURDAY, JUNE 21, 2025

SUMMARY:

Attached for consideration is a request for support of Honor Flight of Southern Colorado in the amount of $1,400 to sponsor the 2025 Summer Bash from 5:00 PM - 9:00 PM at Weidner Field in Colorado Springs on Saturday, June 21, 2025.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Regina Maestri is requesting $1,400 to sponsor Honor Flight of Southern Colorado's 2025 Summer Bash fundraiser. The event will take place on Saturday, June 21, 2025 5:00 PM - 9:00 PM at Weidner Field in Colorado Springs.

Honor Flight of Southern Colorado’s mission is to celebrate America's veterans by inviting them to share in a day of honor at National Memorials. It includes an all-expenses paid trip to the memorials in Washington, D.C., a trip many of our veterans may not otherwise be able to take, giving them the opportunity to visit the memorials built in their honor. Their most recent trip included 5 Pueblo Veterans.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,400 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Honor Flight of Southern

Colorado.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. Sponsorship Request Honor Flight of SoCo + Flyer
2. Sec of State - Honor Flight of SoCo pulled 5.21
3. 2025 Contingencies (Council) Honor Flight of So Co - Summer Bash

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO HONOR FLIGHT OF SOUTHERN COLORADO IN THE AMOUNT OF $1,400 TO SPONSOR THE 2025 SUMMER BASH FROM 5:00 PM - 9:00 PM AT WEIDNER FIELD IN COLORADO SPRINGS ON SATURDAY, JUNE 21, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,400 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Honor Flight of Southern Colorado to sponsor the 2025 Summer Bash from 5:00 PM - 9:00 PM at Weidner Field in Colorado Springs on Saturday, June 21, 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: June 9, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

May 2, 2025

We are headed back to Washington D.C May 8th, 2025, for our 20th Mission trip. I wanted to send you an email to give you more information on Honor Flight. This trip we have 5 Pueblo Veterans going!

Honor Flight of Southern Colorado is a nonprofit organization dedicated to honoring our veterans by providing them with an all-expenses-paid trip to Washington, D.C. These trips are offered to veterans who served during World War II, the Korean War, and the Vietnam War, giving them the opportunity to visit the memorials built in their honor. This experience is far more than just a visit to historic sites--it's a healing journey. Many veterans are deeply moved by the chance to reflect, share their stories with fellow service members, and receive the recognition they so greatly deserve. The cost for each veteran is approximately $1,200, and we currently have over 300 veterans on our waiting list.

As a proud Pueblo native, Air Force veteran, and Centennial High School graduate, I am passionate about this cause. I have served on two recent missions as part of our medical team, where I met several veterans from our local community. Now, I am reaching out to Pueblo businesses to help us continue this meaningful work.

Your support can make a lasting impact, and there are many ways you can get involved:

- Hang flyers for upcoming fundraising events
- Donate items for silent auctions
- Purchase a table or sponsor an event
- Provide financial contributions.

Our next major event, the Honor Flight of Southern Colorado Summer Bash, will take place on June 21, 2025. We would be honored to have your support. In appreciation of your contribution, your business will be recognized on social media and in association with donated auction items. I would be happy to meet with you in person to provide more information or drop off event materials. If you are willing to display a flyer for our Summer Bash, I can provide that as well. Thank you for considering this opportunity to support our veterans. Please feel free to reach out to me directly at 719-415-8032. I look forward to connecting with you and hope to work together in honoring our nation's heroes.

Sincerely,

Amanda Lopez
Board Member & Medical Officer
Honor Flight of Southern Colorado
Facebook: Honor Flight of Southern

Summer Bash 2025

AN EVENT BENEFITING
HONOR FLIGHT OF
SOUTHERN COLORADO



Celebrating the True Grit of our American Heroes

Saturday, June 21, 2025
5:00 - 9:00 PM

Weidner Field
111 West Cimarron Street
Colorado Springs, CO

Tickets $100 per person
Sponsored Table of 8 $1000
Ticket includes supper, silent & live auctions
For tickets visit:https://hfbash2025.givesmart.com or scan the QR code

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,

Honor Flight of Southern Colorado

is a

Nonprofit Corporation

formed or registered on 04/04/2011 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 20111201480 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/20/2025 that have been posted, and by documents delivered to this office electronically through 05/21/2025 @ 10:11:44 .

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 05/21/2025 @ 10:11:44 in accordance with applicable law. This certificate is assigned Confirmation Number 17322522 .

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."

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/13/25	Boys & Girls Club Champions of Youth Dinner		$ 2,000.00		$ 98,000.00
1/27/25	Pueblo Chamber Annual Gala and Citizen of the Year Table		$ 1,000.00		$ 97,000.00
1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
2/24/25	Kadoya Gallery The Dig Talks		$ 1,200.00		$ 88,559.88
2/24/25	Mariposa Center for Safety - Chocolate Indulgence		$ 800.00		$ 87,759.88
3/24/25	BITS of Freedom Kentucky Derby Party		$ 2,000.00		$ 85,759.88
3/24/25	ARC of Pueblo Golden Tortilla		$ 1,000.00		$ 84,759.88
3/24/25	Junior League Tour a Truck		$ 1,500.00		$ 83,259.88
3/24/25	Child Advocacy Center National Child Abuse Prevention Month		$ 1,000.00		$ 82,259.88
4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
4/14/25	Latino Chamber of Commerce 40 Under 40 Awards		$ 1,000.00		$ 79,259.88
4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
4/14/25	El Movimiento Sigue - Cinco De Mayo		$ 2,000.00		$ 75,359.88
4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
4/28/25	District 60 - Pueblo Summer Musical		$ 1,000.00		$ 72,359.88
4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz		$ 1,250.00		$ 65,609.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 63,109.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,609.88
5/27/25	CATCH Youth - Pignanelli Partners		$ 750.00		$ 60,859.88
6/9/25	Honor Flight of So Co - Summer Bash 2025		$ 1,400.00		$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88
					$ 59,459.88

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO HARDKNOX GANG PREVENTION & INTERVENTION IN THE AMOUNT OF $3,500 FOR PROGRAM ADVERTISING AND PROVISION OF MATERIALS TO PARTICIPANTS IN THE HARDKNOX GANG PREVENTION & INTERVENTION PROGRAM

SUMMARY:

Attached for consideration is a request for general support of HardKnox Gang Prevention & Intervention in the amount of $3,500.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Regina Maestri is requesting $3,500 to sponsor HardKnox Gang Prevention & Intervention.

HardKnox was founded in 2015 by Mark Salazar, a former gang member, with the goal of helping kids from his community make different choices than he did. The program promotes positive change by reducing violence, raising awareness, and building self-efficacy in program participants.

HardKnox provides therapeutic mentoring and group sessions to high-risk kids in the community and with adult parolees. The curriculum is evidence-based and addresses the long-standing cultural and social norms involved with gangs. The program targets gang prevention and intervention with the goal of reducing gang violence. The program emphasizes educational achievement, positive life skills training, building intrinsic motivation, personal health and well-being, and identifying treatment and counseling needs.

Funds will be used to purchase chess boards, print workbooks for children in the program, and purchase promotional items for the organization, such as backpacks, wristbands, hats and shirts for program participants and for use at local events to promote the program.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $3,500 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to HardKnox Gang Prevention & Intervention.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. Hardknox Sponsorship Docs
2. Secretary of State - HardKnox Gang Prevention and Intervention - pulled 5.9.25
3. 2025 Contingencies (Council) HardKnox

RESOLUTION NO.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO HARDKNOX GANG PREVENTION & INTERVENTION IN THE AMOUNT OF $3,500 FOR PROGRAM ADVERTISING AND PROVISION OF MATERIALS TO PARTICIPANTS IN THE HARDKNOX GANG PREVENTION & INTERVENTION PROGRAM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $3,500 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to HardKnox Gang Prevention & Intervention.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: June 9, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK



Gang Intervention and Prevention

Mark A. Salazar, AA, CAS, CBGS
Pueblo, CO
(719) 778-0770
https://hardknoxpueblo.org
hardknoxgangprevention@gmail.com

Hardknox was founded in 2015 by Mark Salazar, a former gang member, with the goal of helping kids from his community make different choices than he did. The Hardknox Gang Prevention and Intervention program was officially founded in July 2015 as a 501C3, Nonprofit Corporation. Hardknox is licensed with the Secretary of State and this licensure is in good standing. Additionally, Mr. Salazar is fully insured. He is also licensed with DORA as a certified addictions specialist. Hardknox is currently contracted with Pueblo Probation and the Pueblo County DSS, providing therapeutic mentoring and group sessions, to high-risk kids in the community. We are also contracted with the Pueblo Library District, providing services on Pueblo's East Side, which is a high-gang traffic area. Hardknox is also approved as an ATP provider for Colorado Parole, working with adult parolees in. The goal of the Hardknox program is to promote positive change by reducing violence, raising awareness, and building self-efficacy in program participants. This is accomplished by emphasizing educational achievement, positive life skills training, building intrinsic motivation, personal health and well-being and identifying treatment and counseling needs. The Hardknox Gang Treatment curriculum is evidence-based. It addresses the long standing cultural and social norms involved with gangs. Our program targets gang prevention, intervention and the goal of reducing gang violence. We also address substance use as substances and gangs tend to go hand in hand.

All of our referrals come from the Courts, DHS, and Probation. Our chess program is held at the Lucero Library on Pueblo's east side (known for gang activity) and the Rawlings library. The majority of the kids with whom we work are referred by the Courts, DHS, or Probation. Nearly all report receiving SNAP benefits or free/reduced lunch. Many are living with grandparents or out of home placement due to their parents having substance abuse issues and/or being incarcerated. The vast majority of our clients are from low income, marginalized and underserved communities, The majority are males between the ages of 11 and 19.

The kids referred by DSS, The Courts, and Probation, have been identified as engaging in high-risk behaviors such as gang affiliation, active gang involvement, weapons, fighting, and acting out at home and school. They are often witness to violence, including gang violence. Mark teaches chess as a core part of his program. We would like to purchase chess boards for the kids in the program. We utilize an evidence-based curriculum and we have workbooks made for the kids in the program. We would like to have several more of these made to provide to new referrals coming in. We would also use this money to purchase items for the organization such as backpacks, wrist bands, hats and shirts- all of which have are logo and are given to kids as incentives. We also use these items at local events we attend to promote our program. Our attendance at events typically increases during the spring/summer months. We would like to have these items available to promote Hardknox and to offer for donations.

Our Founder-Executive Director, Mark Salazar, is a former gang member. He owns the poor choice he made as a teen, and shares his story, not to glorify gang involvement, but to illustrate how quickly their lives can change based on poor choices in youth. Mark's history allows him to quickly develop a rapport with kids. The kids tend to open up to him and share their gang activities, substance use, home lives, school lives, etc. Having insight into these activities allows Mark to develop a plan to reduce their risk factors (criminogenic needs) and increase their personal strengths/stability factors. Research shows that doing so, with an evidence-based approach, lowers overall risk. Our curriculum was developed for us, is copywritten to us, and follows an evidence-based approach. Additionally, Mark is a Certified Addictions Specialist and is a Certified Gang Specialist, solidifying his expertise in this area. Hardknox is the only solidified gang program in Pueblo, CO. Gangs present a significant risk to the well-being and safety of the youth we serve. Many are being raised by grandparents or are in foster care due to their own parents being incarcerated or addicted to substances. Most are involved in the criminal justice system and/or the department of human services. Many of their own parents were gang members. In 2024, Pueblo saw 20 homicides. Many of those were directly or indirectly related to gangs. Pueblo's Mayor has cited the rate of increasing crime in Pueblo and has partnered with law enforcement to address crime and gang violence in the community. See link: https://www.koaa.com/news/covering-colorado/eleven-homicides-in-pueblo-so-far-in-2024-authorities-say-its-an-86-increase-from-this-time-last-year Further, the CDC recognizes youth violence as a health risk, and as such, lists violence prevention as "an urgent public health problem."
Please see link: Youth Violence |Violence Prevention|Injury Center|CDC_Our program takes a proactive approach attempting to reach high risk kids and begin to teach them conflict resolution, empathy, logical and critical thinking.

Total kids served in 2024 through Pueblo Library District, Pueblo Probation, Pueblo County DSS: 2,291. Services including groups, therapeutic mentoring and the chess programs.

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,

HardKnox Gang Prevention and Intervention

is a

Nonprofit Corporation

formed or registered on 07/30/2015 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 20151494778 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/08/2025 that have been posted, and by documents delivered to this office electronically through 05/09/2025 @ 10:39:13 .

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 05/09/2025 @ 10:39:13 in accordance with applicable law. This certificate is assigned Confirmation Number 17285242 .

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."

DATE	BALANCE IN 2025 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/13/25	Boys & Girls Club Champions of Youth Dinner		$ 2,000.00		$ 98,000.00
1/27/25	Pueblo Chamber Annual Gala and Citizen of the Year Table		$ 1,000.00		$ 97,000.00
1/27/25	Mt Carmel Veterans Salute to Heroes		$ 2,000.00		$ 95,000.00
2/10/25	Super Team PCSO St. Baldrick's		$ 1,000.00		$ 94,000.00
2/10/25	Latino Chamber of Commerce Annual Dinner Rio Carnival		$ 1,100.00		$ 92,900.00
2/10/25	Team Pueblo Volleyball		$ 1,000.00		$ 91,900.00
2/10/25	Greater Pueblo Chamber for Delegation from Chihuahua		$ 2,140.12		$ 89,759.88
2/24/25	Kadoya Gallery The Dig Talks		$ 1,200.00		$ 88,559.88
2/24/25	Mariposa Center for Safety - Chocolate Indulgence		$ 800.00		$ 87,759.88
3/24/25	BITS of Freedom Kentucky Derby Party		$ 2,000.00		$ 85,759.88
3/24/25	ARC of Pueblo Golden Tortilla		$ 1,000.00		$ 84,759.88
3/24/25	Junior League Tour a Truck		$ 1,500.00		$ 83,259.88
3/24/25	Child Advocacy Center National Child Abuse Prevention Month		$ 1,000.00		$ 82,259.88
4/14/25	Pueblo Zoofari		$ 2,000.00		$ 80,259.88
4/14/25	Latino Chamber of Commerce 40 Under 40 Awards		$ 1,000.00		$ 79,259.88
4/14/25	Memorial Hall / Pueblo Has Talent		$ 1,900.00		$ 77,359.88
4/14/25	El Movimiento Sigue - Cinco De Mayo		$ 2,000.00		$ 75,359.88
4/14/25	Pueblo Library District Book Lovers Ball and Summer Reading		$ 2,000.00		$ 73,359.88
4/28/25	District 60 - Pueblo Summer Musical		$ 1,000.00		$ 72,359.88
4/28/25	Mad Fresh Productions - Summer Hip Hop Festival		$ 2,500.00		$ 69,859.88
5/12/25	NALC - Boys and Girls Club		$ 1,000.00		$ 68,859.88
5/12/25	School District 60 Edu. Foundation Inc - Cornhole at Dutch Clark Stadium		$ 1,000.00		$ 67,859.88
5/12/25	Colorado Preservation Inc. - On the Road		$ 1,000.00		$ 66,859.88
5/27/25	Dancing with the Pueblo Starz		$ 1,500.00		$ 65,359.88
5/27/25	Rollin on the Riverwalk		$ 2,500.00		$ 62,859.88
5/27/25	YMCA of Pueblo - Moonlight on the Mountain Celebration		$ 1,500.00		$ 61,359.88
6/9/25	Honor Flight of So Co - Summer Bash 2025		$1,400.00		$ 59,959.88
6/9/25	Pueblo FireFighters Historical Society		$ 750.00		$ 59,209.88
6/9/25	Pueblo Chamber of Commerce - Chile Festival Balloon Fest		$ 2,500.00		$ 56,709.88
6/9/25	CATCH Youth - Pignanelli Partners		$ 750.00		$ 55,959.88
6/9/25	HardKnox		$ 3,500.00		$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88
					$ 52,459.88

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 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 May 27, 2025.

Final adoption of Ordinance by City Council on June 9, 2025.

_____
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

Buyer: Phillip Caldwell
Phone Number: 303-757-9756
Agency Contact: KAREN Rand (Peterson)
Phone Number: 970-903-0734

DATE: 04/01/2024

IMPORTANT
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

Purchase Order
State of Colorado

PO# 411038164
Award#:
BID#:

Vendor Master#: 2000036
Phone: 719-553-2643
Vendor Contact:

VENDOR
CITY OF PUEBLO
150 CENTRAL MAIN STREET
PUEBLO CO 81003

Invoice
TO: CDOT DTD Business Office
2829 W. Howard Place
Denver CO 80204

Payment will be made by this agency

Ship
TO: * Please refer to item details for Ship-To address

Delivery/Installation Date: **10/31/2025**
PO Expiration Date: **10/31/2025**

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

SPECIAL INSTRUCTIONS
***The Small Dollar Grant Award Terms and Conditions supersede CDOT's Standard Terms and Conditions and can be found on our website: https://www.codot.gov/business/procurement-and-contract-services or directly at: https://drive.google.com/file/d/1SPHvQQpes69ghjik3Gf_aOBUoCGjBo2B/view**

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	96100 24-HTD-ZB-02681_PuebAsphaltArt&Gatwy	*** 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

Buyer: Phillip Caldwell
Phone Number: 303-757-9756
Agency Contact: KAREN Rand (Peterson)
Phone Number: 970-903-0734

Vendor Master # 2000036 **PHONE:719-553-2643**

DATE: 04/01/2024

IMPORTANT
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

Purchase Order
State of Colorado

PO# 411038164
Award#:
BID#:

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.

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

Exhibit.

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/169JJP9YJmpBGNF0VbgrlxJeLDGMeE4Gq/edit) or PII Entity Certification Form (https://docs.google.com/document/d/11g8sINO7y_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) 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)
- View 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) |

ADA Notice (https://dpa.colorado.gov/dpa-accessibility-support/ada-notice)

Main Units

- Financial Operations & Reporting (/financial-operations)
- State Purchasing & Contracts Office (/spco)
- CORE Operations (/core-operations)
- Grants (/grants)
- State Office of Risk Management (/sorm)

Quick Links

- Central Payroll (/financial-operations/central-payroll)
- Travel Fiscal Rule (/financial-operations/fiscal-rules-procedures/travel-fiscal-rule)
- Central Contracts (/spco/ccu)
- Alpha Index (/alpha-index)

Related Sites

Department of Personnel & Administration (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)
.

© 2025 State of Colorado | Transparency Online (https://data.colorado.gov/stories/s/fjyf-bdat) |

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: Kelly Grisham Date May 14, 2025

Name (print): Kelly Grisham

Title: Project Coordinator

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 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

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 May 27, 2025.

Final adoption of Ordinance by City Council on June 9, 2025.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: June 9, 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 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

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 June – 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)

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, purse, 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 it's 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

By_____
Heather Graham, Mayor

Attest:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

SAFESIDE FOUNDATION.
A COLORADO NON-PROFIT CORPORATION

By Rob D. Miller
Name Rob D. Miller
Title Treasurer/Board Member

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 – Prposed 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 (2	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 **FAX (A/C, No):** (805) 928-7210
E-MAIL ADDRESS: carmen-trejo@leavitt.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Underwriters at Lloyd's, London	15792
INSURER B: Wesco Insurance Company	25011
INSURER C: Pinnacol Assurance	41190
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Life Continues LLC; SafeSide Foundation
710 W 4th St
728 W 4th St
Pueblo CO 81003

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PRO-001881-25	1/1/2025	1/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG ABUSE & MISCONDUCT	$ 1,000,000 $ 50,000 $ 2,500 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 1M / 2M
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			WPP205256301	8/28/2024	8/28/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			4258392	5/13/2025	5/1/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
A	PROFESSIONAL LIABILITY			PRO-001881-25	1/1/2025	1/1/2026	PER INCIDENT AGGREGATE	1,000,000 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

© 1988-2014 ACORD CORPORATION. All rights reserved.

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: June 9, 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 May 27, 2025.

Final adoption of Ordinance by City Council on June 9, 2025.

_____
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

BY: _____
An Authorized Representative

NAME: _____

LICENSEE

BY: _____
An Authorized Representative

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 *(based on most recent US Census data)*	**ANNUAL LICENSE FEE**	**CHECK APPLICABLE FEE**
1 - 100,000	$850	
100,001 - 250,000	$2,000	
250,001 - 500,000	$3,500	
500,001 Plus for each additional 100,000	$4,500 + $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 repertory; Requests* for the most current available listing of Company's repertory 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 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 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 repertory.* Requests for the most current list of the Company repertory 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 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, Company's repertory 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 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 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 repertory.* Requests for the most current list of the copyrighted musical works in Company's repertory 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 repertory.* The Company repertory 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 repertoire* 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'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

BY: _____
An Authorized Representative

Name: _____

CITY OF PUEBLO, COLORADO

BY: _____
An Authorized Representative

Name: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 9, 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. Redline Ordinance Amending 11-1-202 Loitering

ORDINANCE NO._____

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**, alley, [**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; **or**

(2) on any public street, highway, alley, sidewalk or entrance to a public facility in a manner which would cause a reasonable person passing along the same to feel afraid, annoyed, harassed, intimidated or molested.

[(2)**] 3.** 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~~})~~**] 4.** 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: June 9, 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 CI2315

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 May 27, 2025.

Final adoption of Ordinance by City Council on June 9, 2025.

_____
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

Cities for FINANCIAL EMPOWERMENT Fund

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 amendment 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.
Personnel		
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 conduce 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.
Other than Personnel Services		
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	• Has opened new safe and affordable checking account? • Has opened new safe and affordable savings account?	No No	Yes Yes	2 outcomes are achieved. The client is eligible for one additional outcome at a later date if a third account is opened.
B	• Has opened new safe and affordable checking account? • Has opened new safe and affordable savings account?	No No	No No	0 – Client did not open any new accounts.

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 <u>eligible</u> 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	• 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	• Credit Report Non-Mortgage Debt: • Other Debt: Total Nonmortgage Debt:	$9,000 $1,200 $10,200	$9,500 $1,200 $10,700 *baseline updated to higher value	$9,300 $0 $9,300			1 outcome achieved, reduction of 13.1%
C	• Credit Report Non-Mortgage Debt: • Other Debt: Total Nonmortgage Debt:	$500 $0 $500	$250 – 1 outcome achieved (50 % reduction), baseline reset to lower value	$200 – 1 outcome achieved (20% reduction), baseline reset to lower value	$5,000 – baseline reset to higher value	$4,800	2 outcomes achieved, would need to decrease by another $300 to claim 3rd 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 X .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 X .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
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.	

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 • Review life insurance policies	No No	Yes Yes	No 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.

B	• Create list of assets • Review life insurance policies	No No	Yes No	No No	0 – Client needs to achieve 1 additional counseling activity to achieve an outcome.
C	• Create list of assets • Review life insurance policies	No No	Yes No	No Yes	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.

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	• 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	• Execute Last Will & Testament • Execute HIPAA Authorization • Execute Power of Attorney • Execute Living Will	No No No No	Yes Yes Yes Yes	No No No 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.

Cities for FINANCIAL EMPOWERMENT Fund

FEC Public
Scaling Financial Empowerment Centers as a Public Service

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 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

Code of Conduct

Integrity and honesty	Financial counselors and coaches shall not:	Integrity and honesty
●Engage and conduct oneself in a manner that encourages honesty and ethical conduct among clients, the organization and external parties	●Engage in conduct that encourages or suggests tolerance of lack of honesty and unethical conduct by clients, the organization or external parties	●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
●Disclose any potential conflicts of interests	●Fail to disclose personal, organization's or related party's interest in outcomes, or benefits to be derived from client's case	●Referring client: to an attorney who is a relative; to bank that makes an annual contribution because of customer referral
●Avoid the appearance of impropriety or self-dealing	●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	●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
●Provide client with best financial advice based on most objective factual information available	●Fail to maintain and update knowledge on latest changes or new information on rules/regulations, or information derived from handling client's case	●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:
● Ascertain the client's goals and vision, and ensure that financial advice and guidance given aligns with client goals and vision	● Fail to discuss and solicit information from client on concerns and what s/he wants to accomplish before offering guidance	● 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
●Ensure that the client understands financial advice given, any potential risks and is able to make informed decisions	●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	●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
●Attend to and execute duties for client in timely manner	●Fail to meet deadlines for which they have taken responsibility, advise client if there are delays or need to reschedule or extension requests needed	●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
●Update client on relevant developments	●Fail to update client on new developments, progress or setbacks in case	●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
●Maintain awareness of diverse cultural practices, norms and beliefs in order to provide culturally responsive guidance	●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	●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:
• Exercise care in protecting client information from unintended and unauthorized disclosure	• Fail to exercise care to prevent unauthorized access or exposure to client information	• 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
• Maintain an environment that protects client privacy and confidentiality during counseling/coaching sessions and during all communications	• 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	• 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
• Maintain and store client information, data and communications in a manner that results in the greatest security and privacy possible	• Maintain and store client information, data and communications in areas accessible by unauthorized individuals	• 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
• Provide client with confidentiality and privacy policy	• 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	• 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
• 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	• 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	• 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:
● Apply the knowledge, skill, and preparation necessary to advise the client	● 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	● 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
● Engage in continuous update of knowledge of changes, trends and best practices	● Fail to continue formal and informal education after initial training to keep abreast of changes in rules, regulations, financial products and industry best practices	● Not continue to read industry related materials, attend conferences, seminars or training
● Engage other professionals, partners and resources when necessary to address client needs	● Fail to engage other experts, partners and resources when necessary to adequately address the client's needs	● 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
● Acknowledge and openly communicate to clients limits on expertise, skills and/or training	● 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	● A client asks for legal advice about creating a will vs. a trust

Professionalism	Financial counselors and coaches shall not:	Example:
● Exhibit respect and honesty in all dealings with client and others	● 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	● 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
● Aspire towards excellence in service and responsibility for best client outcomes	● Intentionally, or knowingly fail to do all that is necessary and appropriate to deliver the best outcomes for the client	● 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
● Aspire to contribute to the body of knowledge and best practices in financial empowerment	● Fail to learn and improve own knowledge and skills, and share them with colleagues and others in the financial empowerment community	● 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:
● Treat everyone with respect and dignity	● 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	● 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
● Strive to enhance access to information, opportunities and resources for the vulnerable	● Fail to attempt to identify resources and opportunities for those who are likely to have no limited access	● Having documents, explanations written in foreign language; connecting client to benefits they are unaware of, but for which they are eligible
● Strive to contribute to the body of knowledge that will improve policies that address the needs of the poor, working poor, and disadvantaged	● 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: June 9, 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 May 27, 2025.

Final adoption of Ordinance by City Council on June 9, 2025.

_____
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

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

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**

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

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	080000	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	080000	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	080000	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 (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

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

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

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	$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 Concurs - 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 Ordinance

COUNCIL MEETING DATE: June 9, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Noah Stamm

SUBJECT: AN EMERGENCY ORDINANCE TRANSFERRING $2,000,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE STORMWATER UTILITY ENTERPRISE TO PROJECT SWAN03 - POINT REPAIRS AND PIPE CLEANING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $2,000,000 FOR SAID PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Emergency Ordinance transfers funds in the amount of $2,000,000 from the unappropriated fund balance of the Stormwater Utility Enterprise to Project SWAN03 - Point Repairs and Pipe Cleaning, and budgets and appropriates funds totaling $2,000,000 for said Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Following recent heavy rainfall, two sinkholes have developed in public right-of-way. The first sinkhole is located at the intersection of W 12th Street and Elizabeth Street. Street repairs at this location were previously identified, budgeted, and appropriated; however, the recent heavy rainfall undermined the repairs and created unstable trench conditions necessitating an expanded scope of work, which now requires reconstruction of the entire road. This project currently contains insufficient funds to pay the additional cost of the expanded work resulting from the unprecedented weather conditions.

The second sinkhole is located on Union Avenue. It also creates a significant risk to the health and safety of the public. The Stormwater Utility is unable to complete repairs to this sinkhole at this time due to insufficient available funds for the project.

The Stormwater Utility Enterprise has all but exhausted the funds previously appropriated for storm sewer emergency point repair projects. This additional funding is necessary to repair the two sinkholes that resulted from the recent heavy rainfall, as well as to respond to storm sewer emergency point repairs for the remainder of 2025. The continued ability of storm water to perform emergency repairs is imperative to protect the general health and welfare of the public.

FINANCIAL IMPLICATIONS:

Funds in the amount of $2,000,000 will be transferred from the unappropriated fund balance of the Stormwater Utility Enterprise fund to SWAN03 - Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Council could elect not to allow the transfer of funds, and the Stormwater Utility Enterprise would not have the funds to execute future storm sewer emergency point repair projects.

RECOMMENDATION:

Approval of the Emergency Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN EMERGENCY ORDINANCE TRANSFERRING $2,000,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE STORMWATER UTILITY ENTERPRISE TO PROJECT SWAN03 - POINT REPAIRS AND PIPE CLEANING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $2,000,000 FOR SAID PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

WHEREAS, recent heavy rainfall has created two sinkholes in the public right-of-way and these sinkholes create a significant risk to the health, safety, and welfare of the public; and

WHEREAS, the Stormwater Utility lacks sufficient funds to perform these necessary emergency point repairs and any others that may arise during the remainder of 2025; and

WHEREAS, the Emergency Ordinance is necessary to transfer funds to complete necessary point repairs to City infrastructure; NOW, THEREFORE,

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

SECTION 1.

Funds in the amount of $2,000,000 are hereby transferred from the unappropriated fund balance of the Stormwater Utility Enterprise fund into Project SWAN03 - Point Repairs and Pipe Cleaning, and budgeted and appropriated for said Project.

SECTION 2.

The City Council finds that this Ordinance qualifies for treatment as an Emergency Ordinance pursuant to City Charter as is necessary for the preservation of public health, property, or safety. Pursuant to Sec. 3-20 of the City Charter, this Ordinance shall become effective upon final action by the Mayor and City Council.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 27, 2025.

Final adoption of Ordinance by City Council on June 9, 2025.

_____

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