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

MONDAY, JULY 14, 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 Jim Urie, Pueblo Praise

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Pueblo County Fair Days" - Vickie Ingram, Pueblo County Fair Board Member & Josie Harder, Member of 4H & Kelly Sloan, Member of FFA & 4H

E2 Recognition Presentation: "2025-26 Colorado State Fair Fiesta Queen and Court" - Alicia Jimenez, Pageant Chair & the Fiesta Queen and Court, Ysabelle Ava Rosales, Dulce Maria Valenzuela, Stephanie Beltran, Jalyn Nicole Wagner, and Stephanie Calzidillas Rojo

E3 Recognition Presentation: "Board of Health Service" - Eileen Dennis

E4 Proclamation Presentation: "Scott Hobson Day"

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 June 23, 2025, as distributed.

J1 City Council Minutes 062325

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 ratifying the award of an emergency construction contract in the amount of $386,647.32 to Russ Grading & Excavating LLC, A Colorado Limited Liability Company, for Project No. 25-012 (SWAN03) - for emergency storm sewer point repair on W 12th Street and Elizabeth Street and approving a change order in the amount of $256,263.10 for additional work and materials, and authorizing and approving the Purchasing Agent's execution of the same

M2 A Resolution transferring funds in the amount of $371,417.50 from HUAN01 Street Resurfacing to Account Project HU2503; and awarding a construction contract in the amount of $321,417.50 to Tony J Beltramo & Sons, Inc., for Project No. 25-062, Asphalt improvements at Lexington Road and Saratoga Road, setting forth $50,000 for contingencies, and authorizing the Purchasing Agent to execute same

M3 A Resolution ratifying an emergency construction contract in the amount of $205,511.90 with Parker Excavating, Inc., for Emergency Sanitary sewer point repair at 2721 Pine St., Project No. 24-033 (WWAN03) and approving the Purchasing Agent’s execution of the same.

M4 A Resolution authorizing the reallocation of two hundred and twenty-seven thousand, nine hundred and fifty-six dollars ($227,956) from Project No. CI2113 – American Rescue Plan Act Information Technology Railroad Permits to the installation of fiber-optic cable network infrastructure for the video surveillance equipment in the parks, as authorized by section 603 (a) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35

M5 A Resolution ratifying an emergency construction contract and Amendment No. 1 in the amount of $87,765.63 with Parker Excavating, Inc., for emergency sanitary sewer point repair at 701 Joliet Ave., Project No. 24-033 (WWAN03) and approving the Purchasing Agent’s execution of the same

M6 A Resolution ratifying an emergency construction contract in the amount of $9,890.00 with Miller Pipeline, LLC., for emergency sanitary sewer point repair at 314 and 412 E Mesa Ave., Project No. 24-033 (WWAN03) and approving the Purchasing Agent’s execution of the same

M7 A Resolution ratifying an emergency construction contract in the amount of $6,509.47 with Miller Pipeline, LLC., for emergency sanitary sewer point repair at 908 Jones Ave., Project No. 24-033 (WWAN03) and approving the Purchasing Agent’s execution of the same

M8 A Resolution transferring funds in the amount of $16,933 from Account Project HUAN01 Street Resurfacing to Account Project HU2504 - Concrete Improvements - Lakeview and Carteret; and awarding a construction contract in the amount of $14,733 to Wicked Outlaw Construction, for Project No. 25-064, Concrete Improvements - Lakeview Avenue and Carteret Avenue, setting forth $2,200 for contingencies, and authorizing the Purchasing Agent to execute same

M9 A Resolution ratifying the joint appointment of Heather Hankins to the Board of Health

M10 A Resolution appointing Councilor Brett Boston to the Pueblo Economic Development Corporation Board of Directors

M11 A Resolution authorizing the issuance of a Revocable Permit (REV-25-11) to Grassroots Gravel, Ltd., for the use of Alan Hamel Avenue between N. Union Avenue and Main Street

on Friday, October 10, 2025, through Saturday, October 11, 2025; Main Street southbound lanes from City Center Drive to Alan Hamel Avenue on October 11, 2025, and the City parking lot at Alan Hamel Avenue and Main Street from Thursday, October 9, 2025, to October 11, 2025, to host the 2025 Grassroots Gravel Bicycle Event and Expo

M12 A Resolution directing the Pueblo Urban Renewal Authority to conduct a conditions survey of properties annexed under Wildhorse Annexation 1 and Wildhorse Annexation 2, and to report findings and recommendations to the Mayor and City Council

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance approving and accepting Airport Improvement Program (AIP) Grant Agreement No. 3-08-0046-053-2025 from the United States of America acting through the Federal Aviation Administration for funds in the amount of $692,237 for costs related to the Rehabilitation East Apron (North) (Phase 2 – Construction) at the Pueblo Memorial Airport, budgeting and appropriating $692,237 to Project No. AP2401- East Apron (N) Taxi lane Rehab, and authorizing the Mayor to execute same

N2 An Ordinance approving and accepting a grant award letter and applicable conditions pertaining thereto with the Colorado Department of Human Services Behavioral Health Administration, in the amount of $301,000, from July 1, 2025, through June 30, 2026, establishing project number PS2509 and budgeting and appropriating funds into project number PS2509, and authorizing the Mayor to execute same

N3 An Ordinance approving and accepting a grant from The Colorado Department of Local Affairs in the amount of $100,000.00 to provide homeowner rehabilitation; authorizing The Mayor to sign the grant agreement, establishing Project HS2505, and budgeting and appropriating $100,000.00 to Project No. HS2505

N4 An Ordinance transferring, budgeting and appropriating insurance proceeds in the amount of $64,879.57 into Capital Project No. CIAN22 - Roof Maintenance and Repair, awarding a construction contract in the amount of $56,379.57 to Monument Roofing of Colorado a Tecta America Company, LLC., for Project No. 25-052 Roof Repairs - Various City Buildings East of I-25, and authorizing the Purchasing Agent to execute same

N5 An Ordinance transferring, budgeting and appropriating insurance proceeds in the amount of $34,331.17 into Capital Project No. CIAN22 - Roof Maintenance and Repair, awarding a construction contract in the amount of $29,831.17 to Monument Roofing of Colorado a Tecta America Company, LLC., for 25-051 Roof Repairs - Various City Buildings West of I-25, and authorizing the Purchasing Agent to execute same

N6 An Ordinance establishing 2026 Pueblo Rural Transportation Planning Project, TP2501, and budgeting and appropriating funds in the amount of $12,000 for said Project

N7 An Ordinance amending section 17-4-44 (h) of chapter 4 of Title XVII of the Pueblo Municipal Code relating to minimum distance between driveway accesses and intersections

N8 An Ordinance amending sections 17-2-2, 17-4-23, and 17-4-51 and adding section 17-4-16 to Title XVII of the Pueblo Municipal Code relating to accessory dwelling units

N9 An Ordinance amending zoning restrictions to rezone 1.24-acres located at the northwest corner of the intersection of Ridge Drive and Eagleridge Boulevard, Lots 1 and 2, Block 24, Eagleridge Estates from R-2, Single-Family Residential Zone District to B-2, Subregional Business Zone District

N10 An Ordinance approving a public highway overpass agreement between Union Pacific Railroad Company, a Delaware Corporation, and the City of Pueblo, a Colorado Municipal

Corporation, relating to construction on the existing grade-separated overpass over the Union Pacific Railroad track and property at Mel Harmon Drive/Dillon Drive and authorizing execution thereof by the Mayor

N11 An Ordinance approving Amendment No. 1 to the revocable permit for Private Network, Master Fiber IRU Conveyance, and Conduit Sharing Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Secom, Inc., a Colorado Corporation, and authorizing the Mayor to execute same

N12 An Ordinance approving and accepting a Grant Agreement and applicable conditions pertaining thereto with the State of Colorado Department of Law Peace Officer Standards and Training (POST), establishing project number PS2506, budgeting and appropriating funds for project PS2506, authorizing the Mayor to execute the same, and ratifying her signature thereto

N13 An Ordinance amending Ordinance No. 10943 to correct an error in the identification of the Purchase Order in said Ordinance

N14 An Ordinance approving an affordable housing development agreement and related documents between Compass Pointe, LP, a Colorado Limited Partnership, and The City of Pueblo, a Colorado Municipal Corporation, and authorizing the Mayor to execute same

N15 An Ordinance amending appropriations and compiling previous amendments to the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds and Capital Projects Funds, for the fiscal year 2024 and amending the budget for the year 2024

N16 An Ordinance calling a Regular Municipal Election to be held on November 4, 2025, directing that the Regular Municipal Election be conducted as part of a Coordinated Election, adopting for use at the Regular Municipal Election the requirements and procedures of the Uniform Election Code of 1992 except to the extent the Uniform Election Code of 1992 conflicts with a specific provision of the Charter of the City of Pueblo, and suspending for such purposes the Pueblo Election Code and all Ordinances and Resolutions of the City in conflict therewith

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 July 28, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution designating the trail around Lake Minnequa in Minnequa Park as "Hobson Trail"

Q2 A Resolution confirming the appointment of Kurt Patrick to the position of Director of Stormwater

Q3 A Resolution Confirming the Appointment of Melissa Cook to the Position of Director of Housing & Citizen Services

Q4 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Senior Resource Development Agency, Pueblo, Inc. in the amount of $1,000 to sponsor the BBQ Fundraiser and Cruise In from 4-10 PM at 230 N. Union Avenue on Friday, June 27, 2025

Q5 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Lake Avenue Community Church in the amount of $2,500 to sponsor Bessemer Buckets from June 9th - 11th, 2025, at Corwin Middle School and Nettie S. Freed Expeditionary K-8, and Bessemer Kicks from June 30th - July 9th, 2025, at Minnequa Elementary

Q6 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to The Roselawn Company in the amount of $1,700 to sponsor Wreaths Across America starting at 12:00 PM at Roselawn Cemetery on Saturday, December 13th, 2025

Q7 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Animal Welfare and Protection Society DBA - PAWS for Life in the amount of $1,500 to sponsor Pints for PAWS from 5:00 - 9:00 PM at the Pueblo Union Depot on Friday, July 25, 2025

R. ORDINANCES – FINAL PRESENTATION

R1 An Ordinance approving and accepting The Amended HOME-ARP Grant Agreement between The City of Pueblo, a Colorado Municipal Corporation, and The U.S. Department of Housing and Urban Development ("HUD"), authorizing the Mayor to execute the agreement together with all required and necessary certifications, assurances, and documentation, accepting HOME-ARP Grant funds from HUD on behalf of The Pueblo Consortium in the amount of $3,090,925.00, and budgeting and appropriating the HOME-ARP Grant funds - *Introduced June 23, 2025 by Councilor Brett Boston*

R2 An Ordinance approving and adopting The City of Pueblo's Five-Year 2025-2029 Consolidated Plan and the 2025 Annual Action Plan for the Community Development Block Grant (CDBG) and the HOME Investment Partnership Act Grant (HOME), authorizing the Mayor of the City of Pueblo to submit the application together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development, and appropriating and budgeting CDBG and HOME funds therefore - *Introduced June 23, 2025 by Councilor Brett Boston*

R3 An Ordinance amending Section 15-2-8 of Chapter 2 of Title XV of the Pueblo Municipal Code relating to fees for metered parking in municipal parking lots and providing penalties for violation thereof - *Introduced June 23, 2025 by Councilor Brett Boston*

R4 An Ordinance amending the fiscal year 2025 Staffing Ordinance through the conversion of two (2) vacant positions within the Public Works Department - *Introduced June 23, 2025 by Councilor Brett Boston*

R5 An Ordinance amending Section 6-5-16 of Chapter 5, of Title VI of the Pueblo Municipal Code relating to the FY 2025 classification and pay plan by establishing the pay scale for Facilities Maintenance Technician - *Introduced June 23, 2025 by Councilor Brett Boston*

R6 An Ordinance approving an amended and restated Intergovernmental Agreement by and between the City of Pueblo, Pueblo County, and the Pueblo City-County Library District for the selection of trustees to the Pueblo City-County Library District Board - *Introduced June 23, 2025 by Councilor Brett Boston*

R7 An Ordinance approving a Land Lease between the City of Pueblo, a Colorado Municipal Corporation, and Pivotal Space Inc., d/b/a Leap, a Delaware corporation, and authorizing the Mayor to execute same - *Introduced June 23, 2025 by Councilor Brett Boston*

R8 An Ordinance fixing the monthly salaries of the President and Members of City Council at $1,800 and $1,400 respectively - *Introduced June 23, 2025 by Councilor Brett Boston*

S. EXECUTIVE SESSION

S1 EXECUTIVE SESSION

For the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e)(I) and to discuss the purchase, acquisition, lease, transfer, or sale of any real, personal, or other property interest pursuant to C.R.S. §24-6-402(4)(a) and more specifically described as discussions relating to the sale of 101 W. Riverwalk Place, Units 1A & 1B.

T. ADJOURN

Proclamation

"Pueblo County Fair Days"

July 18-27, 2025

WHEREAS: The Pueblo County Fair will be held July 18 – 27, 2025, at the Colorado State Fairgrounds; and

WHEREAS: More than 250 4-H and FFA youth entered in over 1200 classes in projects ranging from Livestock (Sheep, Goats, Swine, Beef, Poultry, and Rabbit), Dog Show, Horse Show, General Consumer Science (Baking, Clothing, Leathercraft, Photography, woodworking, and many more), and Shooting Sports; and

WHEREAS: 4-H and FFA provide opportunities for Pueblo youth to learn citizenship, leadership, and sportsmanship; and

WHEREAS: The Pueblo County Fair continues to encourage participation and recognition of the varied accomplishments of Pueblo County Youth through a partnership with the Pueblo County Extension Office and Future Farmers of America; and

WHEREAS: The Pueblo County Fair provides opportunities for residents to learn about agriculture, livestock, and various arts and crafts.

NOW, THEREFORE, WE, the City Council of the City of Pueblo, Colorado, by the authority vested in us, do hereby proclaim July 18-27, 2025, as **"Pueblo County Fair Days"** in the City of Pueblo, Colorado.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 14th day of July 2025.

_____

Mark Aliff
President of the City Council

Certificate of Recognition

Presented to the

2025-26 Colorado State Fair Fiesta Queen

Ysabelle Ava Rosales

And her Court

Dulce Maria Valenzuela	Stephanie Beltran	Jalyn Nicole Wagner	Stephanie Calzidillas Rojo
First Attendant	Second Attendant	Third Attendant	Miss Congeniality

The City of Pueblo would like to congratulate you and your court on this accomplishment of 2025-26 Colorado State Fair Fiesta Queen and Court. May your reign be successful, fulfilling and may you continually serve as a representation of the Hispanic culture throughout the year.

Mark Aliff, President of City Council
July 14, 2025

Certificate of

RECOGNITION

Eileen Dennis

for dedicated service to the

Board of Health (1992–2007 and 2010–2025)

With great respect and sincere appreciation, the City and County of Pueblo, Colorado, hereby recognize and commend Eileen Dennis for her extraordinary commitment to public health and service to the community. Over more than three decades, including six distinguished terms on the Board of Health, Eileen has contributed her time, insight, and leadership to the betterment of Pueblo. Her dedication to numerous municipal boards and initiatives has left a lasting, positive impact on the people of this community.

IN WITNESS WHEREOF, we have hereunto set our hand and caused the Seals of the City and County of Pueblo, Colorado, to be affixed this 14th day of July 2025.

Heather Graham, Major, City of Pueblo, Colorado

Zach Swearingen, Chair, Board of County Commissioners

Proclamation

"Scott Hobson Day"

July 22, 2025

WHEREAS: Today we honor and celebrate the incredible contributions of Scott Hobson, who has dedicated 26 years of service to the City of Pueblo in the department of Planning and Community Development; and

WHEREAS: Scott's extensive knowledge of Pueblo's history is unparalleled, and his unwavering passion for building vibrant, healthy communities has shone through every project he has undertaken. His commitment and hard work have left a lasting impact on our city, and we are truly grateful for everything he has done; and

WHEREAS: Scott's professional journey began in Cañon City, Colorado, as the Director of Fremont County Special District Parks and Recreation. He earned two national certifications—Certified Parks and Recreation Professional (CPRP) and Certified Parks and Recreation Executive (CPRE). Among his proudest achievements during this time was the creation of the Arkansas River Trail and recreational programs; and

WHEREAS: In 1990, Scott continued his career in Summit County as an Open Space Manager, excited to focus on land preservation and development. In 1998, he and his family moved to Pueblo, Colorado, where they made their home and he began work with first Pueblo County, and then the City of Pueblo; and

WHEREAS: Scott began his tenure with the City of Pueblo in 1999 as a Senior Planner. Scott was quickly approached to help with land use and worked his way up to Acting Director in 2019. Over the past two decades, Scott played a vital role in numerous special projects, including the Historic Arkansas Riverwalk, the Kayak Park and river restoration, and broader community planning efforts. Scott has led the department with insight and kindness, empowering future leaders. His legacy is one of service, vision, and a deep love for the people and places of Southern Colorado.

NOW, THEREFORE, I, Heather Graham, Mayor of the City of Pueblo, Colorado by the authority vested in me, do hereby proclaim July 22, 2025, as **"Scott Hobson Day"** in the City of Pueblo, and commend him on the valuable work he has done for the Pueblo community. We wish you all the best in your retirement years.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Pueblo, Colorado, to be affixed this 22nd day of July 2025.

Heather Graham
Mayor

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JUNE 23, 2025 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:11 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: "SESQUISEMIQUINCENTENNIAL ANNIVERSARY OF THE DECLARATION OF INDEPENDENCE" - DONIELLE KITZMAN, VICE PRESIDENT, GREATER PUEBLO CHAMBER OF COMMERCE, SERVING ON THE AM250/CO150 ADVISORY PANEL

F. PUBLIC FORUM

- Bryan Rivera - the great push skate park
- Matt Emonas - the great push skate park
- Geneiere Gonzales - suicide
- Eleonora Boutoli - police, trash
- Marty Harvey - households that have many cars
- Ted Freeman - A Thriving and Growing City

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Council members expressed comments regarding community-related issues and

events/functions they attended.

H. REVIEW AND APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Latino, moved to move items M3, M9, and M16 to the regular agenda and approve the agenda as amended.

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

I. READING AND APPROVAL OF MINUTES

I1 CITY COUNCIL MINUTES 060925

Councilor Boston, seconded by Councilor Latino, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **June 9, 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.

J. PUBLIC HEARINGS

J1 PUBLIC HEARING FOR THE PURPOSE OF RECEIVING PUBLIC TESTIMONY AS IT PERTAINS TO THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH 1 ANNEXATION DESCRIBED AS 152.27-ACRES OF LAND LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND WEST OF THE PASTORA RANCH ANNEXATION.

REQUIRED COUNCIL ACTION: OPEN THE HEARING, RECEIVE PUBLIC TESTIMONY, AND CLOSE THE HEARING.

A staff report and detailed review was given by Scott Hobson, Acting Director of Planning & Community Development.

Mr. Hobson was sworn in and testified to the following:

- He did receive a petition for annexation for this filing
- The owners of the property who have signed the annexation petition composed more than 50% of the land owners in the area and own more than 50% of the area
- The owners of the property who have signed the annexation petition have consented to the annexation
- Not less than 1/6 of the perimeter of the area proposed to be annexed is contiguous with the existing boundaries of the City of Pueblo
- An annexation plat of the proposed Jackson Ranch 1 filing no 1 has been prepared by a licensed surveyor within the state of Colorado verifying that it complies with section 31-12-104 of the Colorado Annexation Act of 1965 as amended

Exhibit A, a copy of the signed plat, was presented to the City Clerk.

- A community of interest exists between the area to be annexed and the City of Pueblo and the area is urban or will be urbanized in the near future and is capable of being integrated with the City of Pueblo
- An annexation petition or a petition for annexation election pursuant to CRS 31-12-107 has not been initiated in another municipality involving all or a portion of the proposed annexation area.

- The annexation of this properly will not involve the detachment of the area from any school district or the attachment of the same to another school district
- No portion of the property proposed to be annexed extends the municipal boundary of the City of Pueblo more than 3 miles

PUBLIC HEARING:

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

J2 A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH 1 ANNEXATION DESCRIBED AS 152.27-ACRES OF LAND LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND WEST OF THE PASTORA RANCH ANNEXATION

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

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

This Resolution was assigned as **16017**.

J3 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

Councilor Flores, 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 **10968.**

J4 PUBLIC HEARING FOR THE PURPOSE OF RECEIVING PUBLIC TESTIMONY AS IT PERTAINS TO THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2 DESCRIBED AS 439.33-ACRES OF LAND LOCATED SOUTH OF THE PROPOSED JACKSON RANCH ANNEXATION 1.

REQUIRED COUNCIL ACTION: OPEN THE HEARING, RECEIVE PUBLIC TESTIMONY, AND CLOSE THE HEARING.

A staff report and detailed review was given by Scott Hobson, Acting Director of Planning & Community Development.

Mr. Hobson was sworn in and testified to the following:

- He did receive a petition for annexation for this filing
- The owners of the property who have signed the annexation petition composed more than 50% of the land owners in the area and own more than 50% of the area
- The owners of the property who have signed the annexation petition have consented to the annexation
- Not less than 1/6 of the perimeter of the area proposed to be annexed is

contiguous with the existing boundaries of the City of Pueblo
- An annexation plat of the proposed Jackson Ranch 2 filing no 1 has been prepared by a licensed surveyor within the state of Colorado verifying that it complies with section 31-12-104 of the Colorado Annexation Act of 1965 as amended

Exhibit B, a copy of the signed plat, was presented to the City Clerk.

- A community of interest exists between the area to be annexed and the City of Pueblo and the area is urban or will be urbanized in the near future and is capable of being integrated with the City of Pueblo
- An annexation petition or a petition for annexation election pursuant to CRS 31-12-107 has not been initiated in another municipality involving all or a portion of the proposed annexation area.
- The annexation of this properly will not involve the detachment of the area from any school district or the attachment of the same to another school district
- No portion of the property proposed to be annexed extends the municipal boundary of the City of Pueblo more than 3 miles

PUBLIC HEARING:

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

J5 A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2 DESCRIBED AS 439.33-ACRES OF LAND LOCATED SOUTH OF THE PROPOSED JACKSON RANCH ANNEXATION 1

Councilor Flores, 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 **16018**.

J6 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

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 **10969.**

K. CONSENT AGENDA

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 5/14/2025

M. RESOLUTIONS

M1 A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $216,059.50 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2503; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $186,059.50 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 25-060, CONCRETE IMPROVEMENTS AT LEXINGTON ROAD AND SARATOGA ROAD, SETTING FORTH $30,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16019**.

M2 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $105,511.00 TO MORTON ELECTRIC, INC. AND SETTING FORTH $10,551.10 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 25-058, 29TH ST. PUMP STATION ELECTRICAL REPAIR AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as **16020**.

M4 A RESOLUTION TRANSFERRING $100,000.00 FROM PROJECTS TO BE DETERMINED INTO ACCOUNT PROJECT NO. SWAN04, COMPUTER EQUIPMENT

This Resolution was assigned as **16021**.

M5 A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2503 STREET IMPROVEMENTS AT LEXINGTON ROAD AND SARATOGA ROAD; TRANSFERRING FUNDS IN THE AMOUNT OF $74,480 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2503; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $64,480 TO FRONT RANGE ARBORISTS, LLC., FOR PROJECT NO. 25-055, TREE REMOVAL AT LEXINGTON ROAD AND SARATOGA ROAD, SETTING FORTH $10,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16022**.

M6 A RESOLUTION ESTABLISHING PROJECT ACCOUNT ED2501 - ECONOMIC DEVELOPMENT SUPPORT AND TRANSFERRING BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF $25,000 FROM PROJECT ACCOUNT ED2302 - REPAIR & MAINTENANCE RAIL LINES TO ED2501

This Resolution was assigned as **16023**.

M7 A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $16,448.28 TO MILLER PIPELINE, LLC, FOR PROJECT NO. 24-021R, LAKE MINNEQUA WATER CONTROL GATES - REBID AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

This Resolution was assigned as **16024**.

M8 A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, A

COLORADO MUNICIPAL CORPORATION, FEDERAL FISCAL YEAR 2025 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS AND TO BIND THE CITY OF PUEBLO'S, A COLORADO MUNICIPAL CORPORATION'S, COMPLIANCE THEREWITH

This Resolution was assigned as **16025**.

M10 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MELANIE BRAVO TO SERVE A FIVE-YEAR TERM EXPIRING JULY 1, 2030, ON THE PUEBLO HOUSING AUTHORITY BOARD OF DIRECTORS

This Resolution was assigned as **16026**.

M11 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MEMBERS TO SERVE TERMS ON THE PUEBLO COMMISSION ON ENERGY

This Resolution was assigned as **16027**.

M12 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF HERMINIO ANDREW RUYBAL TO SERVE A FOUR-YEAR TERM EXPIRING JUNE 30, 2029, ON THE ZONING BOARD OF APPEALS

This Resolution was assigned as **16028**.

M13 A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF ALBERTO HERRERA TO THE PUEBLO REGIONAL BUILDING PLUMBING BOARD OF APPEALS

This Resolution was assigned as **16029**.

M14 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-12) TO THE HARP FOUNDATION, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF ALAN HAMEL AVENUE BETWEEN SOUTH UNION AVENUE AND SANTA FE AVENUE AND MAIN STREET BETWEEN "D" STREET AND CITY CENTER DRIVE TO FACILITATE THEIR ANNUAL ROLLIN' 4TH OF JULY FIREWORKS CELEBRATION

This Resolution was assigned as **16030**.

M15 A RESOLUTION AUTHORIZING THE ISSUANCE OF REVOCABLE PERMIT (REV-25-17) TO THE DIOCESE OF PUEBLO FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG THE 400 BLOCK OF CLARK STREET ON THE WEST SIDE AND THE 800 BLOCK OF EAST "B" STREET ON THE NORTH SIDE FOR THE PURPOSE OF HOSTING OUR LADY OF MOUNT CARMEL'S ANNUAL FESTIVAL AND PROCESSION

This Resolution was assigned as **16031**.

M17 A RESOLUTION APPROVING A PARKING FEE INCREASE FOR CITY-OWNED PARKING FACILITIES

This Resolution was assigned as **16032**.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AND ACCEPTING THE AMENDED HOME-ARP

GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION, ACCEPTING HOME-ARP GRANT FUNDS FROM HUD ON BEHALF OF THE PUEBLO CONSORTIUM IN THE AMOUNT OF $3,090,925.00, AND BUDGETING AND APPROPRIATING THE HOME-ARP GRANT FUNDS

N2 AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S FIVE-YEAR 2025-2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

N3 AN ORDINANCE AMENDING SECTION 15-2-8 OF CHAPTER 2 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO FEES FOR METERED PARKING IN MUNICIPAL PARKING LOTS AND PROVIDING PENALTIES FOR VIOLATION THEREOF

N4 AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE THROUGH THE CONVERSION OF TWO (2) VACANT POSITIONS WITHIN THE PUBLIC WORKS DEPARTMENT

N5 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2025 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR FACILITIES MAINTENANCE TECHNICIAN

N6 AN ORDINANCE APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, PUEBLO COUNTY, AND THE PUEBLO CITY-COUNTY LIBRARY DISTRICT FOR THE SELECTION OF TRUSTEES TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD

N7 AN ORDINANCE APPROVING A LAND LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PIVOTAL SPACE INC., D/B/A LEAP, A DELAWARE CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N8 AN ORDINANCE FIXING THE MONTHLY SALARIES OF THE PRESIDENT AND MEMBERS OF CITY COUNCIL AT $1,800 AND $1,400 RESPECTIVELY

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Latino, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for July 14, 2025, and Order the Ordinances to be published BY TITLE.

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

P. REGULAR AGENDA

M3 A RESOLUTION APPROVING AN AMENDMENT TO A PROFESSIONAL CONSULTING SERVICES AGREEMENT BETWEEN PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND STANTEC ARCHITECTURE, INC, IN THE AMOUNT OF $104,944.00 WITH ADDITIONAL FUNDS FOR CONTINGENCIES RELATED TO PROJECT NO. 24A-035, PT2403, UPDATE OF PUEBLO TRANSIT RELOCATION STUDY AND EQUITY STUDY AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This item was pulled to the regular agenda.

A staff report was given by Ben Valdez, Director of Transportation.

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

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

This Resolution was assigned as **16033**.

M9 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF JAMES SALAZAR TO SERVE A FOUR-YEAR TERM EXPIRING JULY 1, 2029, ON THE PLANNING & ZONING COMMISSION

This item was pulled to the regular agenda.

A staff report and detailed review of the Resolution was given by Mayor Heather Graham.

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

Councilor Maestri, seconded by Councilor Gomez, moved to separate the appointments of Hernandez and Salazar.

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

Councilor Boston, seconded by Councilor Latino, moved to approve the appointment of Sam Herandez to serve a four-year term on the Planning & Zoning Commission.

Roll Call - **Ayes:** Councilor Boston, Councilor Latino, Councilor Martinez. **Nays:** President

Aliff, Councilor Flores, Councilor Gomez, Councilor Maestri. Motion Failed 3-4.

Councilor Boston, seconded by Councilor Latino, moved to approve the appointment of James Salazar to serve a four-year term on the Planning & Zoning Commission.

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

This Resolution was assigned as **16034**.

M16 A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A LEGAL SERVICES AGREEMENT WITH HOFFMANN, PARKER, WILSON, & CARBERRY, P.C.

This item was pulled to the regular agenda.

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

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

This Resolution was assigned as **16035**.

Q. RESOLUTIONS

Q1 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,321,304 TO WILDCAT CONSTRUCTION CO., INC., FOR PROJECT NO. 25-046, CONSTRUCTION OF THE MEL HARMON DRIVE BRIDGE IMPROVEMENTS, SETTING FORTH $198,546 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

Councilor Boston, seconded by Councilor Maestri, 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 **16036**.

Q2 A RESOLUTION ESTABLISHING A NEW ACCOUNT PROJECT HU2502 ASPHALT IMPROVEMENTS WEST 6TH STREET; TRANSFERRING FUNDS IN THE AMOUNT OF $513,582.30 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2502; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $607,699.80 TO TONY J. BELTRAMO & SONS, INC., FOR PROJECT NO. 25-053, ASPHALT IMPROVEMENTS WEST 6TH STREET, SETTING FORTH $95,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

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 **16037**.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO COUNTY PICKLEBALL ASSOCIATION IN THE AMOUNT OF $750 TO SPONSOR THE 2025 SOUTHERN COLORADO PICKLEBALL CHAMPIONSHIP AT MINERAL PALACE PARK FROM FRIDAY SEPTEMBER 12TH THROUGH SUNDAY SEPTEMBER 14TH

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

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

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

This Resolution was assigned as **16038**.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO RANGERS SOCCER CLUB IN THE AMOUNT OF $750 TO SPONSOR THE 2025 1ST ANNUAL GALA & SILENT AUCTION AT 5:00 PM AT THE ELKS LODGE AT 426 N. SANTA FE AVENUE ON FRIDAY, AUGUST 15TH, 2025

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

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

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

This Resolution was assigned as **16039**.

Q5 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MARIPOSA CENTER FOR SAFETY IN THE AMOUNT OF $2,500 TO SPONSOR THE 24TH ANNUAL TRIBUTE TO WOMEN FROM 6-11 PM AT THE OLDE TOWN CARRIAGE HOUSE ON OCTOBER 11, 2025

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

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

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

This Resolution was assigned as **16040**.

Q6 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO

SANGRE DE CRISTO ARTS & CONFERENCE CENTER, INC. IN THE AMOUNT OF $1,750 TO SPONSOR WONDERLAND: A FAIRY TALE GALA AT 5:30 PM AT THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER ON SATURDAY, JUNE 7, 2025

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

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

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

This Resolution was assigned as **16041**.

R. ORDINANCES – FINAL PRESENTATION

R1 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

A staff report and detailed review of the Ordinance was given by Mayor Heather Graham.

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

This Ordinance was assigned as **10970.**

R2 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

A staff report and detailed review of the Ordinance was given by Greg Pedroza, Director Aviation.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10971.**

R3 AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE BY ADDING FIVE (5) FULL-TIME POSITIONS TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT

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

PUBLIC HEARING:

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

Councilor Latino, seconded by Councilor 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 **10972.**

R4 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

A staff report and detailed review of the Ordinance was given by Keith Novak, Deputy Fire Chief.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10973.**

R5 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

A staff report and detailed review of the Ordinance was given by Mayor Heather Graham.

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 **10974.**

R6 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.

A staff report and detailed review of the Ordinance was given by Marisa Pacheco, Human Resources Director.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10975.**

R7 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5 OF TITLE VI 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

A staff report and detailed review of the Ordinance was given by Marisa Pacheco, Human Resources Department.

PUBLIC HEARING:

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

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

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez,

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

This Ordinance was assigned as **10976.**

R8 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

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

PUBLIC HEARING:

- Jeff Shaw appeared in person to speak regarding this ordinance
- Michael Cuppy appeared in person to speak regarding this ordinance

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 Martinez. **Nays:** Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Failed 3-4.

R9 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

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

PUBLIC HEARING:

- JJ McCrainy appeared in person to speak in favor of this ordinance
- Diane Dante appeared in person to speak against this ordinance

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

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

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

This Ordinance was assigned as **10977.**

S. QUASI-JUDICIAL PROCEEDINGS

S1 AN ORDINANCE APPROVING AN AMENDMENT TO THE PUEBLO REGIONAL COMPREHENSIVE PLAN, SEPTEMBER 2022 FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

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 #CP-25-01 dated May 14, 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 Gomez, seconded by Councilor Maestri, moved to approve the Ordinance on final presentation.

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

This Ordinance was assigned as **10978.**

S2 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

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-25-06 dated May 14, 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 Gomez, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

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

This Ordinance was assigned as **10979.**

S3 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

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-25-08 dated May 14, 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 Gomez, 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 **10980.**

S4 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

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-25-09 dated May 14, 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 Latino, seconded by Councilor Gomez, moved to approve the Ordinance on final presentation.

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

This Ordinance was assigned as **10981.**

S5 AN ORDINANCE APPROVING THE COMPASS POINTE 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 #S-25-01 dated March 12, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Mike Rotorer appeared in person to speak in favor of this ordinance

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

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

President Aliff, seconded by Councilor Gomez, moved to table the Ordinance.

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

President Aliff, seconded by Councilor Martinez, moved to take the Ordinance from the table after addressing item S6. Councilor Latino recused himself from the meeting.

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

The original motion was voted on.

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

This Ordinance was assigned as **10983.**

S6 AN ORDINANCE APPROVING THE DUTCH BROS. SUBDIVISION FILING NO. 1

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 #S-25-02 dated May 14, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Michael Beck appeared via zoom to speak in favor of this ordinance.

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

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

Roll Call - **Ayes:** 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 **10982.**

T. ADJOURN

President Aliff adjourned the meeting at 11:24 p.m.

Respectfully submitted,

Marisa Stoller
City Clerk

Docusign Envelope ID: A9542A27-41CD-4F34-BA79-4700B940929C

REQUEST FOR QUOTATIONS

Bid No: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair – W 12th Street and Elizabeth Street**

The undersigned, having become familiar with the local conditions affecting the cost of the work, and with the contract documents, including advertisement for bids, the form of proposal, the form of contract, form of bond, special provisions of the contract, general provisions of the contract, etc., plans, drawings and specifications, issued and attached to the contract documents on file in the office of the Purchasing Agent, hereby proposes to furnish all of the labor, materials, tools, equipment, and all utility/transportation services necessary to perform and complete, in an industry acceptable and professional manner, construction of **2025-2027 Emergency Storm Sewer Point Repair – W 12th Street and Elizabeth Street** in accordance with the plans and specifications as prepared by or for the City of Pueblo, Colorado, for the sums set forth in the following schedule:

Line Item	Description		Unit of Measure	Quantity	Unit Cost	Total Cost
1	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	25	$232.00	$5,800.00
2	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep	21-100	LF	31	$223.00	$6,913.00
3	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	286	$195.00	$55,770.00
4	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Greater than 8' Deep	>100	LF	309	$417.00	$128,853.00
5	Remove and Replace Curb and Gutter	1-20	LF	19	$75.00	$1,425.00
6	Install Extra Lean Concrete (Flowable Fill)	>100	CY	282	$225.00	$63,450.00
7	Remove and Replace 5 ft Dia. Standard Manhole	1	EA	1	$7,000.00	$7,000.00
8	Remove and Replace 6 ft Dia. Standard Manhole	1	EA	1	$8,000.00	$8,000.00
9	Mobilization	1	LS	1	$4,000.00	$4,000.00
10	Remove and Replace 6" Asphalt Patch	1	SF	6375	$15.00	$95,625.00
11	Rock Sock	1	LF	4	$20.00	$80.00
12	Inlet Protection	1	EA	4	$350.00	$1,400.00
13	Stockpile Management	1	EA	1	$500.00	$500.00
14	Concrete Washout Area	1	EA	1	$250.00	$250.00
	Total					**$379,066.00**
						Russ Grading & Excavating LLC
15	Percentage Rate - Performance and Payment Bonds		Percentage			2.%
	Total					**$7,581.32**
	Grand Total with Bond Percentage Amount					**$386,647.32**

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The Grand Total Bid shall be the basis for establishing the amount of the payment and performance bonds for projects with a Grand Total Bid equal to or greater than $50,000.00. The total bid is based on quantities and dimensions shown on the proposal form and is subject to additions or reductions according to the actual construction quantities as determined by the Engineer upon completion of the construction.

The City reserves the right to adjust the required quantities and the Contractor shall furnish said quantities at the unit price quoted above. The time allowed for construction shall be adjusted in direct proportion of the adjusted quantities to the estimated quantities.

The undersigned has carefully checked the above quantities against the plans and specifications before preparing this proposal and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be done in accordance with the plans and specifications.

The Contractor shall be subject to all applicable City, County, State and Federal Taxes in the performance of this contract.

Liquidated damages will be assessed in accordance with the GENERAL PROVISIONS for every calendar day after the allotted time given until the work is completed and accepted by the City of Pueblo.

NOTE: Bidders should not add any conditions or qualifying statements to this bid as otherwise the bid may be declared irregular as being not responsive to the advertisement for bids.

Business Name: Russ Grading & Excavating, LLC

Business Address: 1010 S. Reading Ave.

Pueblo, CO 81001

Signature: DocuSigned by: Bailey Russ 2CFAACE282B2470... Date: 5/27/2025 | 12:40 PM PDT

Printed Name and Title: Bailey Russ, Managing Member

Docusign Envelope ID: A9542A27-41CD-4F34-BA79-4700B940929C

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 27th day of May, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter referred to in the Contract Documents as "Contractor".

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

Bid No: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair – W 12th Street and Elizabeth Street**

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

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

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

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

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

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

   Contract (This Instrument)
   Performance Bond
   Payment Bond
   Notice to Proceed
   Notice of Award
   Contractor's Proposal
   Addendum No. 1
   Invitation For Bids

5. The ***Standard Construction Specifications and Standard Details for City of Pueblo, Colorado***, adopted November 11, 2024, and as most recently amended, ***and The City of Pueblo Drainage Criteria Manual***, adopted April 2023, are hereby included by reference and all provisions thereof shall be applicable.

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

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

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

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

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

RUSS GRADING & EXCAVATING, LLC

DocuSigned by:
By Bailey Russ
2CFAACE282B2470...
Bailey Russ

Title Managing Member

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

DocuSigned by:
By Naomi Hedden
663514DB28C0490...
Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:
7C02EBDFFC3D43C...
Marisa Stoller, City Clerk

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

Signed by:
01FBACD522B04B4...
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

Signed by:
Bob Jagger
3D52ED7915744S3...
Robert P. Jagger, Deputy City Attorney

Docusign Envelope ID: A9542A27-41CD-4F34-BA79-4700B940929C

PAYMENT BOND

Bond Number 906228137

KNOW ALL MEN BY THESE PRESENTS:

That we Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter called "Principal" and

The Ohio Casualty Insurance Company
Surety

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

(Three hundred seventy-nine thousand sixty-six dollars and zero cents - $379,066.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the ~~16th day of April, 2025~~, a copy of which is hereto attached and made a part hereof for the construction of: MAY 27th 2025 BR

Bid No.: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair – W 12th Street and Elizabeth Street**

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

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

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

Docusign Envelope ID: A9542A27-41CD-4F34-BA79-4700B940929C

IN WITNESS WHEREOF, this instrument is executed on the ~~16th day of April, 2025.~~ MAY 27th 2025 BR

RUSS GRADING & EXCAVATING, LLC

ATTEST:

By _____
Principal Secretary

By _____
Bailey Russ

Title Managing Member

(SEAL)

1010 S. Reading Ave. Pueblo, CO 81001
(Address)

By _____
(Witness as to Principal)

_____
(Address)

The Ohio Casualty Insurance Company
Surety

ATTEST:

By Gregory Miller
(Surety) Attorney-In-Fact

By Gregory Miller
Attorney-In-Fact

(SEAL)

PO Box 370115; Denver, CO 80237
(Address)

By Deborah M. Miller
(Witness as to Surety)

5140 Le Duc Ct; Castle Rock, CO 80108
(Address)

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

Docusign Envelope ID: A9542A27-41CD-4F34-BA79-4700B940929C

PERFORMANCE BOND

Bond Number 906228137

KNOW ALL MEN BY THESE PRESENTS:

That we Russ Grading & Excavating, LLC, a Colorado Limited Liability Company, hereinafter called "Principal" and

The Ohio Casualty Insurance Company
Surety

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

(Three hundred seventy-nine thousand sixty-six dollars and zero cents - $379,066.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the ~~16th day of April, 2025~~ MAY 27th 2025 BR, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: **25-012**
Bid Name: **2025-2027 Emergency Storm Sewer Point Repair – W 12th Street and Elizabeth Street**

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

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

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

(Signature Page Follows)

Docusign Envelope ID: A9542A27-41CD-4F34-BA79-4700B940929C

IN WITNESS WHEREOF, this instrument is executed on the ~~16th day of April, 2025.~~ MAY 27th 2025 BR

RUSS GRADING & EXCAVATING, LLC

ATTEST:

By _____
Principal Secretary

By _____
~~Bailey Russ~~

Title Managing Member

(SEAL)

1010 S. Reading Ave. Pueblo, CO 81001
(Address)

By _____
(Witness as to Principal)

_____
(Address)

The Ohio Casualty Insurance Company
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By Gregory Miller
Attorney-In-Fact

(SEAL)

PO Box 370115; Denver, CO 80237
(Address)

By Deborah M. Miller
(Witness as to Surety)

5140 Le Duc Ct; Castle Rock, CO 80108
(Address)

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

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8204417-984513**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gregory W. Miller; Landon W. Miller

all of the city of Colorado Springs state of CO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 26th day of October, 2020.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 26th day of October, 2020 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 23rd day of May, 2025.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

LMS-12873 LMIC OCIC WAIC Multi Co_8/20

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NOTICE TO PROCEED

May 27, 2025

Russ Grading & Excavating, LLC
1010 S. Reading Ave.
Pueblo, CO 81001

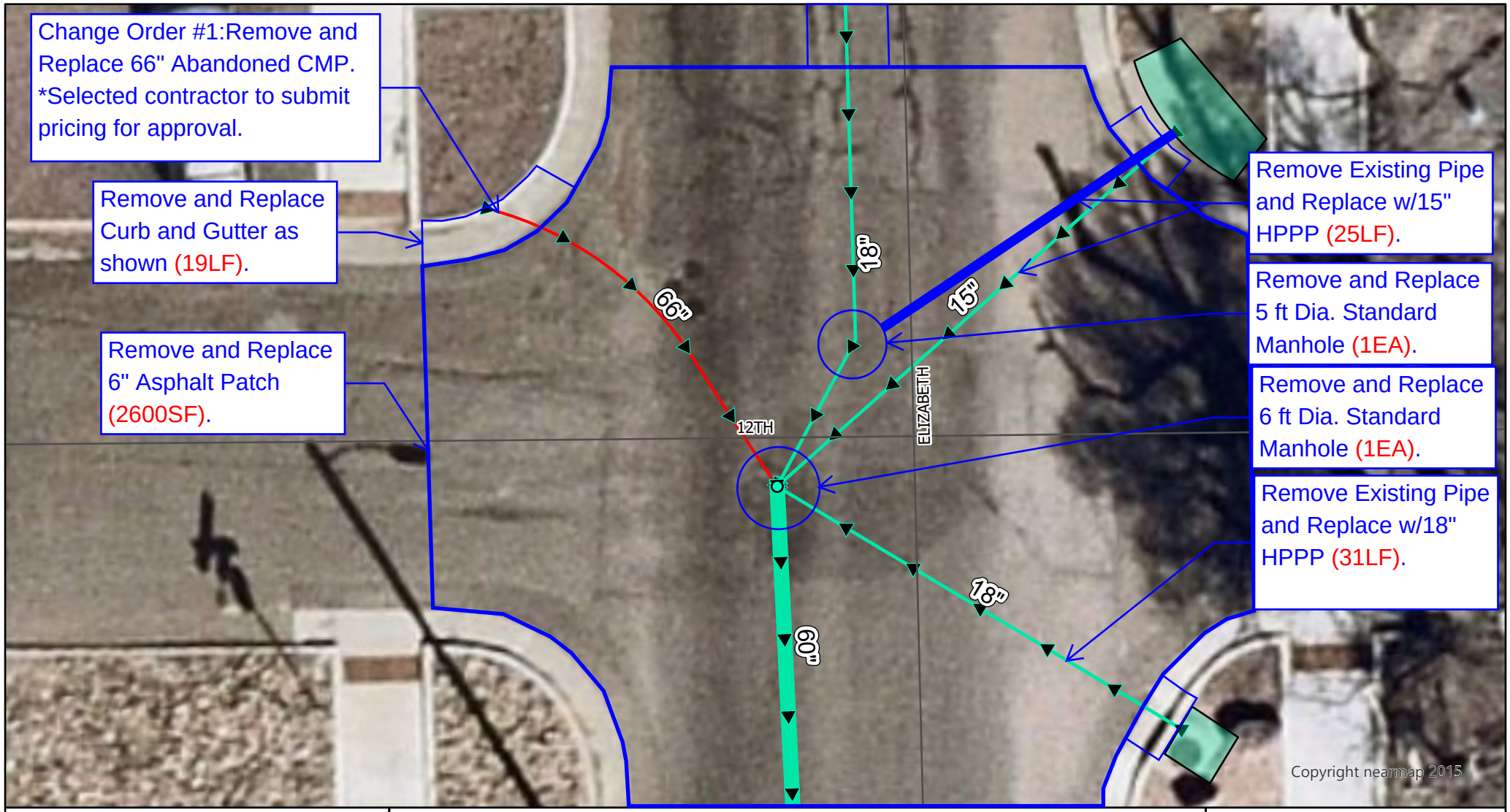
Ref: Bid No: 25-012
Bid Name: 2025-2027 Emergency Storm Sewer Point Repair – W 12th Street and Elizabeth Street

You are hereby authorized to proceed on May 28, 2025, or within three (3) consecutive calendar days thereafter with construction of the above referenced project as set forth in the Contract Documents.

You have twenty-one (21) consecutive calendar days to complete this project. If at that time the project is not complete, you may request additional time via an RFI. Your request will be subject to the discretion of the project engineer. If the project engineer deems your request as appropriate you will be issued an amendment granting the specified additional days.

Sincerely,

DocuSigned by:
418AB0234B8D4D5...
Andrew Hayes
Director of Public Works



N

0 5 10 US Feet

W 12th St and Elizabeth Storm EPR

The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein.

nearmap.com

CITY OF PUEBLO STORMWATER UTILITY



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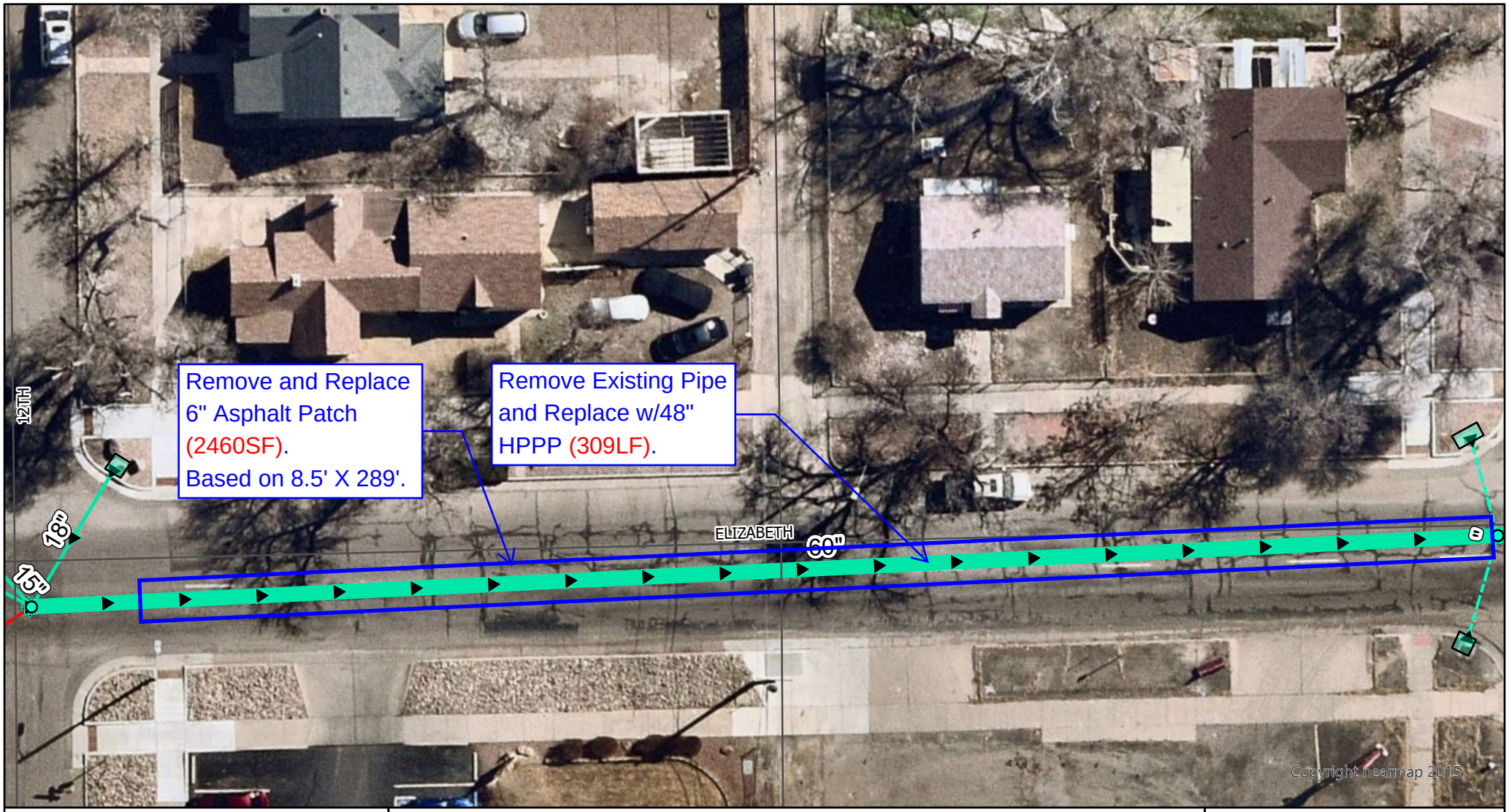
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W 12th St and Elizabeth Storm EPR

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nearmap.com

CITY OF PUEBLO STORMWATER UTILITY



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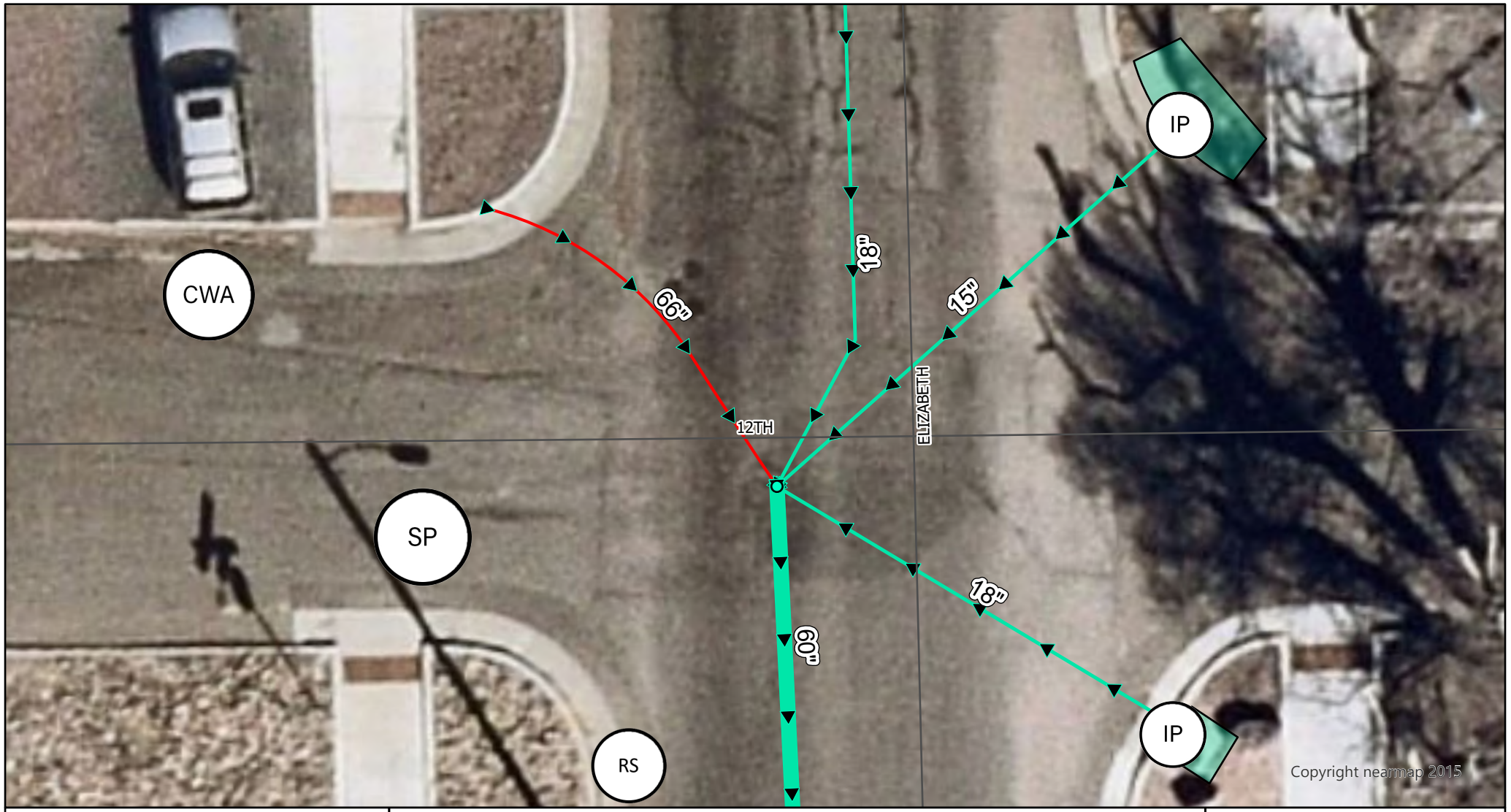
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W 12th St and Elizabeth Storm EPR

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CITY OF PUEBLO STORMWATER UTILITY



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W 12th St and Elizabeth Storm EPR

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nearmap.com

CITY OF PUEBLO STORMWATER UTILITY



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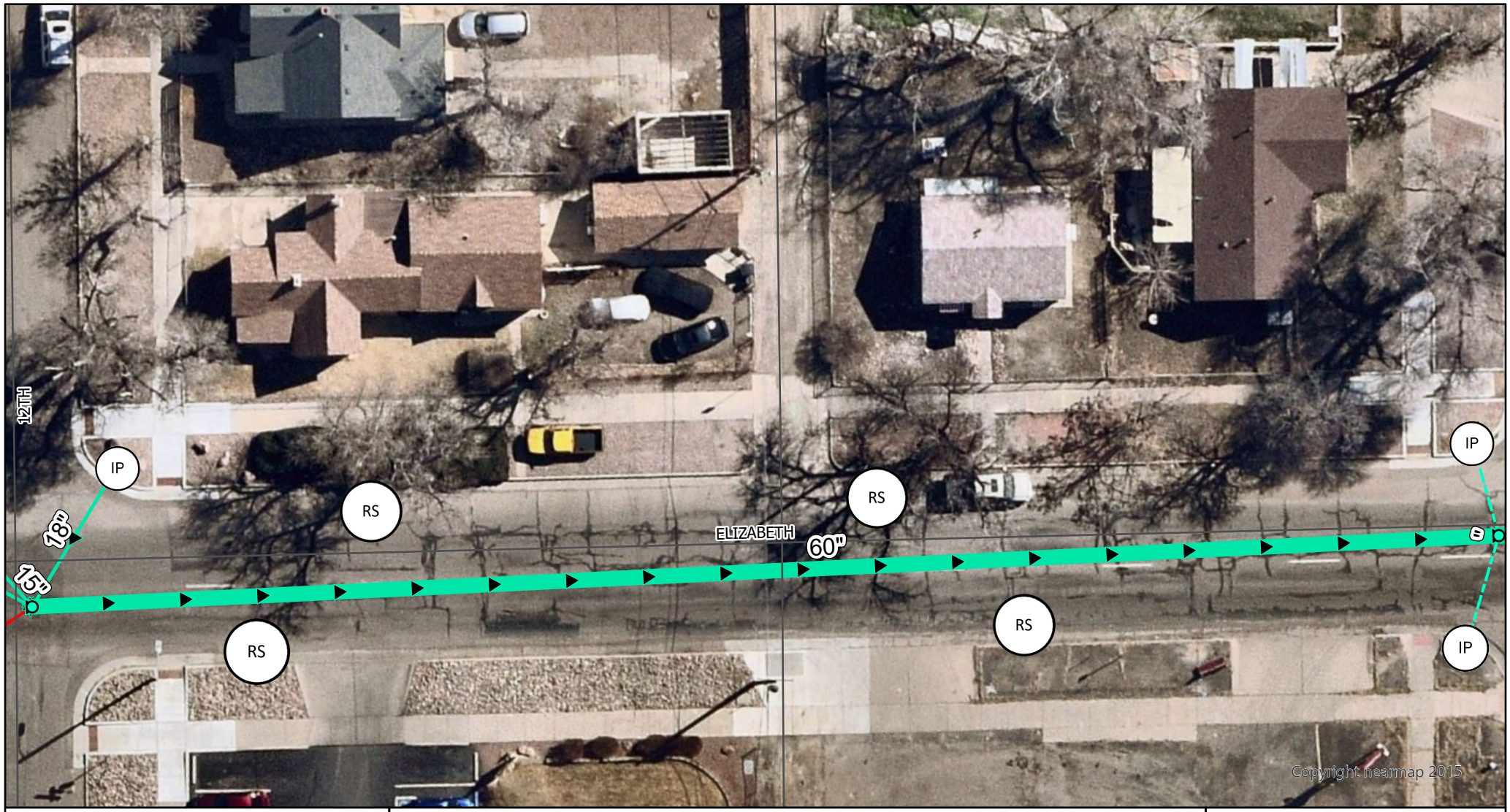
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W 12th St and Elizabeth Storm EPR

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nearmap.com

CITY OF PUEBLO STORMWATER UTILITY



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0 15 30 US Feet

W 12th St and Elizabeth Storm EPR

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nearmap.com

CITY OF PUEBLO STORMWATER UTILITY

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BMP Symbol Key	
IP	Inlet Protection
RS	Rock sock
SP	Stockpile
CWA	Concrete Washout Area

Applicable City Standard Notes

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

ii. General contractor shall maintain and update the 'Erosion and Sediment Control Plan' as construction dictates. Current and correct plan shall always remain on-site and be readily accessible to the City Stormwater Inspector.

iii. General contractor or his representative shall inspect, at a minimum, the site every week and 24 hours after any precipitation or snowmelt event.

iv. General contractor/owner is fully responsible to maintain all required BMPs to prevent erosion and sediment from leaving the construction site.

v. Failure to comply with minimum requirements is a violation of City Ordinances.

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setbacks infeasible or if highly permeable soils exist in the area, then the pit must be installed with an impermeable liner (16 mil minimum thickness) or surface storage alternatives using prefabricated concrete washout devices or a lined aboveground storage area should be used.

Design details with notes are provided in Detail CWA-1 for pits and CWA-2 for aboveground storage areas. Pre-fabricated concrete washout container information can be obtained from vendors.

Maintenance and Removal

A key consideration for concrete washout areas is to ensure that adequate signage is in place identifying the location of the washout area. Part of inspecting and maintaining washout areas is ensuring that adequate signage is provided and in good repair and that the washout area is being used, as opposed to washout in non-designated areas of the site.

Remove concrete waste in the washout area, as needed to maintain BMP function (typically when filled to about two-thirds of its capacity). Collect concrete waste and deliver offsite to a designated disposal location.

Upon termination of use of the washout site, accumulated solid waste, including concrete waste and any contaminated soils, must be removed from the site to prevent on-site disposal of solid waste. If the wash water is allowed to evaporate and the concrete hardens, it may be recycled.

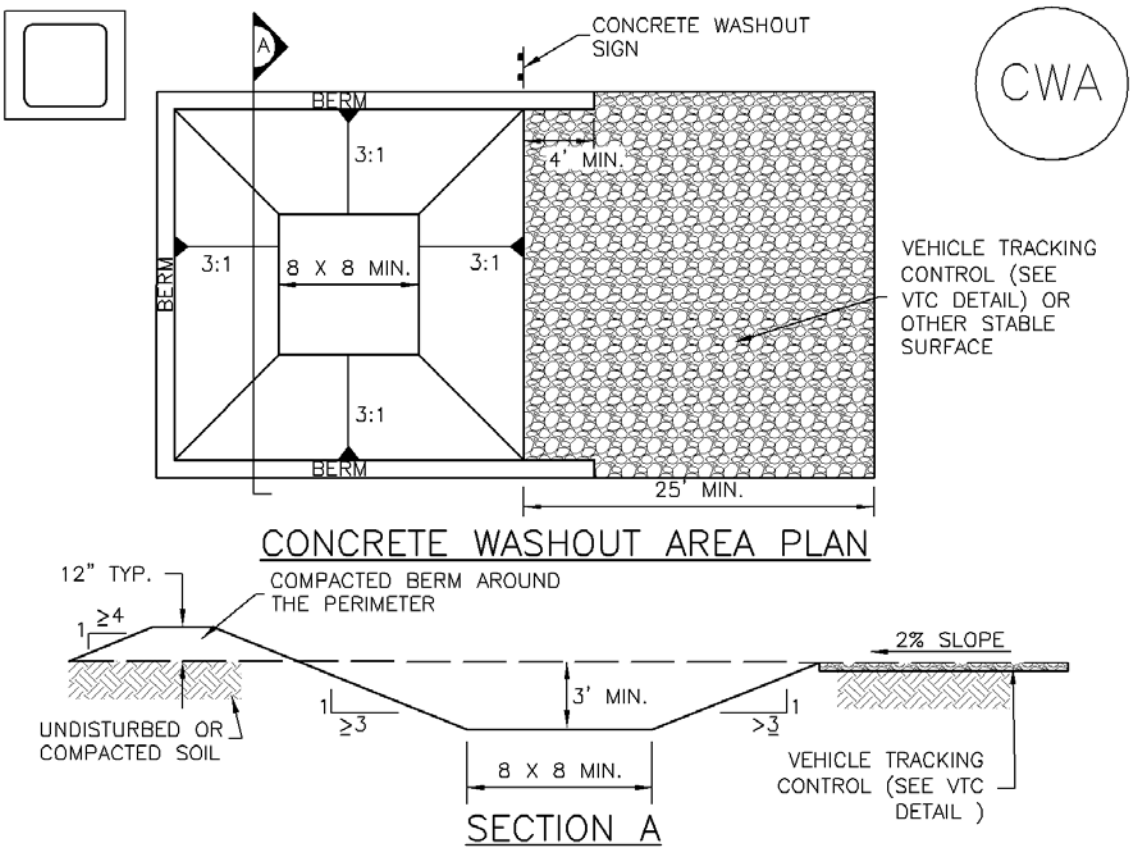


Photograph CWA-2. Prefabricated concrete washout. Photo courtesy of CDOT.



Photograph CWA-3. Earthen concrete washout. Photo courtesy of CDOT.

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CWA–1. CONCRETE WASHOUT AREA

CWA INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   –CWA INSTALLATION LOCATION.

2. DO NOT LOCATE AN UNLINED CWA WITHIN 400' OF ANY NATURAL DRAINAGE PATHWAY OR WATERBODY. DO NOT LOCATE WITHIN 1,000' OF ANY WELLS OR DRINKING WATER SOURCES. IF SITE CONSTRAINTS MAKE THIS INFEASIBLE, OR IF HIGHLY PERMEABLE SOILS EXIST ON SITE, THE CWA MUST BE INSTALLED WITH AN IMPERMEABLE LINER (16 MIL MIN. THICKNESS) OR SURFACE STORAGE ALTERNATIVES USING PREFABRICATED CONCRETE WASHOUT DEVICES OR A LINED ABOVE GROUND STORAGE ARE SHOULD BE USED.

3. THE CWA SHALL BE INSTALLED PRIOR TO CONCRETE PLACEMENT ON SITE.

4. CWA SHALL INCLUDE A FLAT SUBSURFACE PIT THAT IS AT LEAST 8' BY 8' SLOPES LEADING OUT OF THE SUBSURFACE PIT SHALL BE 3:1 OR FLATTER. THE PIT SHALL BE AT LEAST 3' DEEP.

5. BERM SURROUNDING SIDES AND BACK OF THE CWA SHALL HAVE MINIMUM HEIGHT OF 1'.

6. VEHICLE TRACKING PAD SHALL BE SLOPED 2% TOWARDS THE CWA.

7. SIGNS SHALL BE PLACED AT THE CONSTRUCTION ENTRANCE, AT THE CWA, AND ELSEWHERE AS NECESSARY TO CLEARLY INDICATE THE LOCATION OF THE CWA TO OPERATORS OF CONCRETE TRUCKS AND PUMP RIGS.

8. USE EXCAVATED MATERIAL FOR PERIMETER BERM CONSTRUCTION.

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CWA MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. THE CWA SHALL BE REPAIRED, CLEANED, OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS, ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.

5. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.

6. THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.

7. WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAIL ADAPTED FROM DOUGLAS COUNTY, COLORADO AND THE CITY OF PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD).

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

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Stockpile Management (SP) MM-2

Description

Stockpile management includes measures to minimize erosion and sediment transport from soil stockpiles.

Appropriate Uses

Stockpile management should be used when soils or other erodible materials are stored at the construction site. Special attention should be given to stockpiles in close proximity to natural or manmade storm systems.



Photograph SP-1. A topsoil stockpile that has been partially revegetated and is protected by silt fence perimeter control.

Design and Installation

Locate stockpiles away from all drainage system components including storm sewer inlets. Where practical, choose stockpile locations that that will remain undisturbed for the longest period of time as the phases of construction progress. Place sediment control BMPs around the perimeter of the stockpile, such as sediment control logs, rock socks, silt fence, straw bales and sand bags. See Detail SP-1 for guidance on proper establishment of perimeter controls around a stockpile. For stockpiles in active use, provide a stabilized designated access point on the upgradient side of the stockpile.

Stabilize the stockpile surface with surface roughening, temporary seeding and mulching, erosion control blankets, or soil binders. Soils stockpiled for an extended period (typically for more than 60 days) should be seeded and mulched with a temporary grass cover once the stockpile is placed (typically within 14 days). Use of mulch only or a soil binder is acceptable if the stockpile will be in place for a more limited time period (typically 30-60 days). Timeframes for stabilization of stockpiles noted in this fact sheet are "typical" guidelines. Check permit requirements for specific federal, state, and/or local requirements that may be more prescriptive.

Stockpiles should not be placed in streets or paved areas unless no other practical alternative exists. See the Stabilized Staging Area Fact Sheet for guidance when staging in roadways is unavoidable due to space or right-of-way constraints. For paved areas, rock socks must be used for perimeter control and all inlets with the potential to receive sediment from the stockpile (even from vehicle tracking) must be protected.

Maintenance and Removal

Inspect perimeter controls and inlet protection in accordance with their respective BMP Fact Sheets. Where seeding, mulch and/or soil binders are used, reseeding or reapplication of soil binder may be necessary.

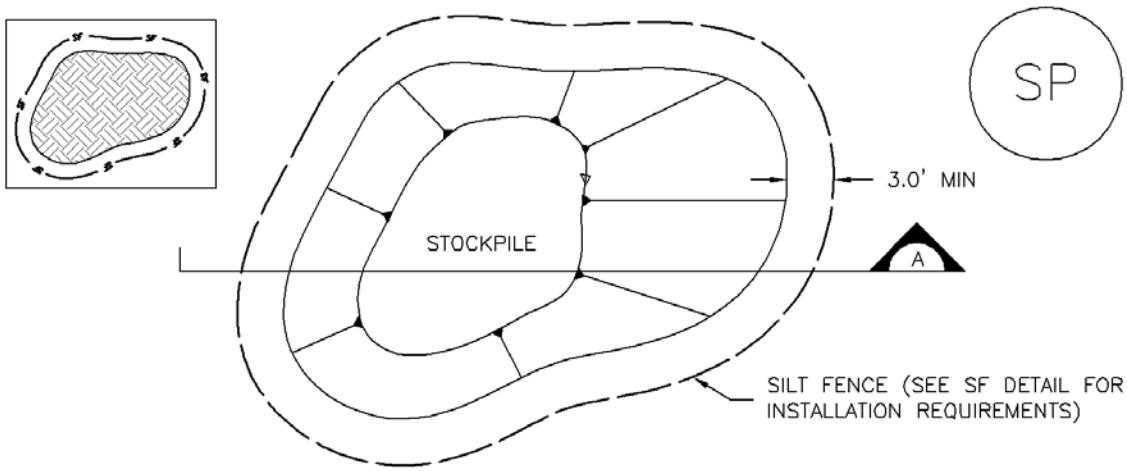
When temporary removal of a perimeter BMP is necessary to access a stockpile, ensure BMPs are reinstalled in accordance with their respective design detail section.

Stockpile Management	
Functions	
Erosion Control	Yes
Sediment Control	Yes
Site/Material Management	Yes

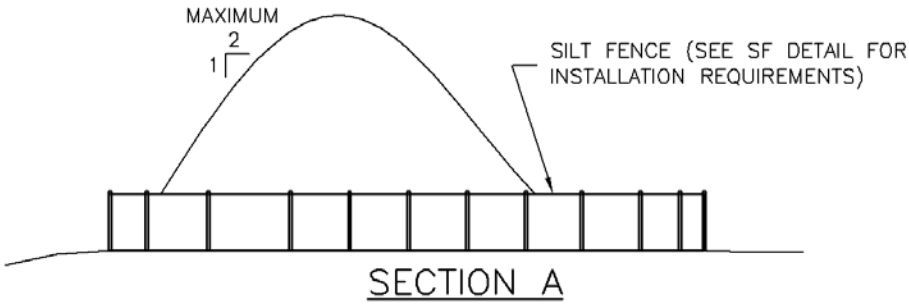
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When the stockpile is no longer needed, properly dispose of excess materials and revegetate or otherwise stabilize the ground surface where the stockpile was located.

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STOCKPILE PROTECTION PLAN



SECTION A

SP–1. STOCKPILE PROTECTION

STOCKPILE PROTECTION INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   –LOCATION OF STOCKPILES.
   –TYPE OF STOCKPILE PROTECTION.

2. INSTALL PERIMETER CONTROLS IN ACCORDANCE WITH THEIR RESPECTIVE DESIGN DETAILS. SILT FENCE IS SHOWN IN THE STOCKPILE PROTECTION DETAILS; HOWEVER, OTHER TYPES OF PERIMETER CONTROLS INCLUDING SEDIMENT CONTROL LOGS OR ROCK SOCKS MAY BE SUITABLE IN SOME CIRCUMSTANCES. CONSIDERATIONS FOR DETERMINING THE APPROPRIATE TYPE OF PERIMETER CONTROL FOR A STOCKPILE INCLUDE WHETHER THE STOCKPILE IS LOCATED ON A PERVIOUS OR IMPERVIOUS SURFACE, THE RELATIVE HEIGHTS OF THE PERIMETER CONTROL AND STOCKPILE, THE ABILITY OF THE PERIMETER CONTROL TO CONTAIN THE STOCKPILE WITHOUT FAILING IN THE EVENT THAT MATERIAL FROM THE STOCKPILE SHIFTS OR SLUMPS AGAINST THE PERIMETER, AND OTHER FACTORS.

3. STABILIZE THE STOCKPILE SURFACE WITH SURFACE ROUGHENING, TEMPORARY SEEDING AND MULCHING, EROSION CONTROL BLANKETS, OR SOIL BINDERS. SOILS STOCKPILED FOR AN EXTENDED PERIOD (TYPICALLY FOR MORE THAN 60 DAYS) SHOULD BE SEEDED AND MULCHED WITH A TEMPORARY GRASS COVER ONCE THE STOCKPILE IS PLACED (TYPICALLY WITHIN 14 DAYS). USE OF MULCH ONLY OR A SOIL BINDER IS ACCEPTABLE IF THE STOCKPILE WILL BE IN PLACE FOR A MORE LIMITED TIME PERIOD (TYPICALLY 30–60 DAYS).

4. FOR TEMPORARY STOCKPILES ON THE INTERIOR PORTION OF A CONSTRUCTION SITE, WHERE OTHER DOWNGRADIENT CONTROLS, INCLUDING PERIMETER CONTROL, ARE IN PLACE, STOCKPILE PERIMETER CONTROLS MAY NOT BE REQUIRED.

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STOCKPILE PROTECTION MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

STOCKPILE PROTECTION MAINTENANCE NOTES

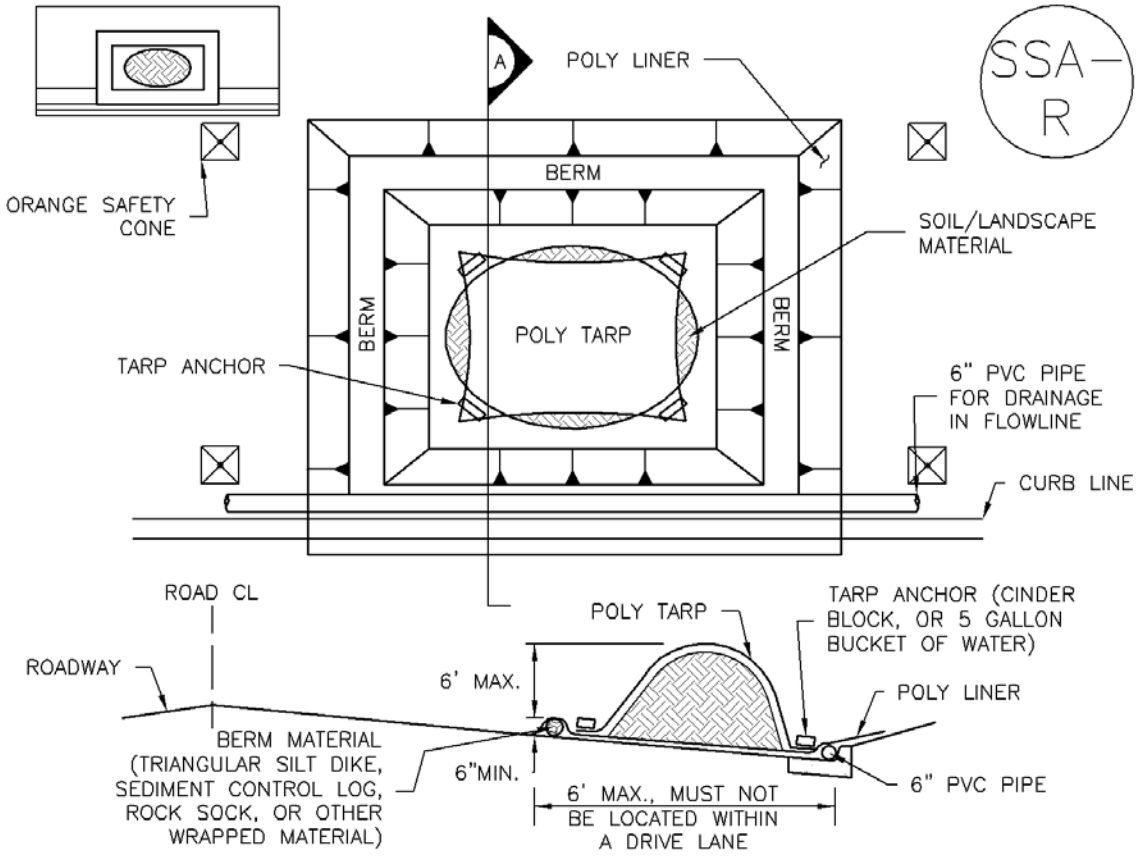
4. IF PERIMETER PROTECTION MUST BE MOVED TO ACCESS SOIL STOCKPILE, REPLACE PERIMETER CONTROLS BY THE END OF THE WORKDAY.

5. STOCKPILE PERIMETER CONTROLS CAN BE REMOVED ONCE ALL THE MATERIAL FROM THE STOCKPILE HAS BEEN USED.

(DETAILS ADAPTED FROM PARKER, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

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SP–2. MATERIALS STAGING IN ROADWAY

MATERIALS STAGING IN ROADWAYS INSTALLATION NOTES

1. SEE PLAN VIEW FOR
   –LOCATION OF MATERIAL STAGING AREA(S).
   –CONTRACTOR MAY ADJUST LOCATION AND SIZE OF STAGING AREA WITH APPROVAL FROM THE LOCAL JURISDICTION.

2. FEATURE MUST BE INSTALLED PRIOR TO EXCAVATION, EARTHWORK OR DELIVERY OF MATERIALS.

3. MATERIALS MUST BE STATIONED ON THE POLY LINER. ANY INCIDENTAL MATERIALS DEPOSITED ON PAVED SECTION OR ALONG CURB LINE MUST BE CLEANED UP PROMPTLY.

4. POLY LINER AND TARP COVER SHOULD BE OF SIGNIFICANT THICKNESS TO PREVENT DAMAGE OR LOSS OF INTEGRITY.

5. SAND BAGS MAY BE SUBSTITUTED TO ANCHOR THE COVER TARP OR PROVIDE BERMING UNDER THE BASE LINER.

6. FEATURE IS NOT INTENDED FOR USE WITH WET MATERIAL THAT WILL BE DRAINING AND/OR SPREADING OUT ON THE POLY LINER OR FOR DEMOLITION MATERIALS.

7. THIS FEATURE CAN BE USED FOR:
   –UTILITY REPAIRS.
   –WHEN OTHER STAGING LOCATIONS AND OPTIONS ARE LIMITED.
   –OTHER LIMITED APPLICATION AND SHORT DURATION STAGING.

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MATERIALS STAGING IN ROADWAY MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. INSPECT PVC PIPE ALONG CURB LINE FOR CLOGGING AND DEBRIS. REMOVE OBSTRUCTIONS PROMPTLY.

5. CLEAN MATERIAL FROM PAVED SURFACES BY SWEEPING OR VACUUMING.

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

(DETAILS ADAPTED FROM AURORA, COLORADO)

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Good Housekeeping Practices (GH) MM-3

Description

Implement construction site good housekeeping practices to prevent pollution associated with solid, liquid and hazardous construction-related materials and wastes. Stormwater Management Plans (SWMPs) should clearly specify BMPs including these good housekeeping practices:

- Provide for waste management.
- Establish proper building material staging areas.
- Designate paint and concrete washout areas.
- Establish proper equipment/vehicle fueling and maintenance practices.
- Control equipment/vehicle washing and allowable non-stormwater discharges.
- Develop a spill prevention and response plan.

Acknowledgement: This Fact Sheet is based directly on EPA guidance provided in *Developing Your Stormwater Pollution Prevent Plan* (EPA 2007).





Photographs GH-1 and GH-2. Proper materials storage and secondary containment for fuel tanks are important good housekeeping practices. Photos courtesy of CDOT and City of Aurora.

Appropriate Uses

Good housekeeping practices are necessary at all construction sites.

Design and Installation

The following principles and actions should be addressed in SWMPs:

- **Provide for Waste Management.** Implement management procedures and practices to prevent or reduce the exposure and transport of pollutants in stormwater from solid, liquid and sanitary wastes that will be generated at the site. Practices such as trash disposal, recycling, proper material handling, and cleanup measures can reduce the potential for stormwater runoff to pick up construction site wastes and discharge them to surface waters. Implement a comprehensive set of waste-management practices for hazardous or toxic materials, such as paints, solvents, petroleum products, pesticides, wood preservatives, acids, roofing tar, and other materials. Practices should include storage, handling, inventory, and cleanup procedures, in case of spills. Specific practices that should be considered include:

  Solid or Construction Waste

  - Designate trash and bulk waste-collection areas on-site.

Good Housekeeping	
Functions	
Erosion Control	No
Sediment Control	No
Site/Material Management	Yes

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- Recycle materials whenever possible (e.g., paper, wood, concrete, oil).
- Segregate and provide proper disposal options for hazardous material wastes.
- Clean up litter and debris from the construction site daily.
- Locate waste-collection areas away from streets, gutters, watercourses, and storm drains. Waste-collection areas (dumpsters, and such) are often best located near construction site entrances to minimize traffic on disturbed soils. Consider secondary containment around waste collection areas to minimize the likelihood of contaminated discharges.
- Empty waste containers before they are full and overflowing.

Sanitary and Septic Waste

- Provide convenient, well-maintained, and properly located toilet facilities on-site.
- Locate toilet facilities away from storm drain inlets and waterways to prevent accidental spills and contamination of stormwater.
- Maintain clean restroom facilities and empty portable toilets regularly.
- Where possible, provide secondary containment pans under portable toilets.
- Provide tie-downs or stake-downs for portable toilets.
- Educate employees, subcontractors, and suppliers on locations of facilities.
- Treat or dispose of sanitary and septic waste in accordance with state or local regulations. Do not discharge or bury wastewater at the construction site.
- Inspect facilities for leaks. If found, repair or replace immediately.
- Special care is necessary during maintenance (pump out) to ensure that waste and/or biocide are not spilled on the ground.

Hazardous Materials and Wastes

- Develop and implement employee and subcontractor education, as needed, on hazardous and toxic waste handling, storage, disposal, and cleanup.
- Designate hazardous waste-collection areas on-site.
- Place all hazardous and toxic material wastes in secondary containment.



Photograph GH-3. Locate portable toilet facilities on level surfaces away from waterways and storm drains. Photo courtesy of WWE.

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- Hazardous waste containers should be inspected to ensure that all containers are labeled properly and that no leaks are present.

- **Establish Proper Building Material Handling and Staging Areas**. The SWMP should include comprehensive handling and management procedures for building materials, especially those that are hazardous or toxic. Paints, solvents, pesticides, fuels and oils, other hazardous materials or building materials that have the potential to contaminate stormwater should be stored indoors or under cover whenever possible or in areas with secondary containment. Secondary containment measures prevent a spill from spreading across the site and may include dikes, berms, curbing, or other containment methods. Secondary containment techniques should also ensure the protection of groundwater. Designate staging areas for activities such as fueling vehicles, mixing paints, plaster, mortar, and other potential pollutants. Designated staging areas enable easier monitoring of the use of materials and clean up of spills. Training employees and subcontractors is essential to the success of this pollution prevention principle. Consider the following specific materials handling and staging practices:

  - Train employees and subcontractors in proper handling and storage practices.

  - Clearly designate site areas for staging and storage with signs and on construction drawings. Staging areas should be located in areas central to the construction site. Segment the staging area into sub-areas designated for vehicles, equipment, or stockpiles. Construction entrances and exits should be clearly marked so that delivery vehicles enter/exit through stabilized areas with vehicle tracking controls (See Vehicle Tracking Control Fact Sheet).

  - Provide storage in accordance with Spill Protection, Control and Countermeasures (SPCC) requirements and plans and provide cover and impermeable perimeter control, as necessary, for hazardous materials and contaminated soils that must be stored on site.

  - Ensure that storage containers are regularly inspected for leaks, corrosion, support or foundation failure, or other signs of deterioration and tested for soundness.

  - Reuse and recycle construction materials when possible.

- **Designate Concrete Washout Areas**. Concrete contractors should be encouraged to use the washout facilities at their own plants or dispatch facilities when feasible; however, concrete washout commonly occurs on construction sites. If it is necessary to provide for concrete washout areas on-site, designate specific washout areas and design facilities to handle anticipated washout water. Washout areas should also be provided for paint and stucco operations. Because washout areas can be a source of pollutants from leaks or spills, care must be taken with regard to their placement and proper use. See the Concrete Washout Area Fact Sheet for detailed guidance.

  Both self-constructed and prefabricated washout containers can fill up quickly when concrete, paint, and stucco work are occurring on large portions of the site. Be sure to check for evidence that contractors are using the washout areas and not dumping materials onto the ground or into drainage facilities. If the washout areas are not being used regularly, consider posting additional signage, relocating the facilities to more convenient locations, or providing training to workers and contractors.

  When concrete, paint, or stucco is part of the construction process, consider these practices which will help prevent contamination of stormwater. Include the locations of these areas and the maintenance and inspection procedures in the SWMP.

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- Do not washout concrete trucks or equipment into storm drains, streets, gutters, uncontained areas, or streams. Only use designated washout areas.
- Establish washout areas and advertise their locations with signs. Ensure that signage remains in good repair.
- Provide adequate containment for the amount of wash water that will be used.
- Inspect washout structures daily to detect leaks or tears and to identify when materials need to be removed.
- Dispose of materials properly. The preferred method is to allow the water to evaporate and to recycle the hardened concrete. Full service companies may provide dewatering services and should dispose of wastewater properly. Concrete wash water can be highly polluted. It should not be discharged to any surface water, storm sewer system, or allowed to infiltrate into the ground in the vicinity of waterbodies. Washwater should not be discharged to a sanitary sewer system without first receiving written permission from the system operator.

- **Establish Proper Equipment/Vehicle Fueling and Maintenance Practices**. Create a clearly designated on-site fueling and maintenance area that is clean and dry. The on-site fueling area should have a spill kit, and staff should know how to use it. If possible, conduct vehicle fueling and maintenance activities in a covered area. Consider the following practices to help prevent the discharge of pollutants to stormwater from equipment/vehicle fueling and maintenance. Include the locations of designated fueling and maintenance areas and inspection and maintenance procedures in the SWMP.
  - Train employees and subcontractors in proper fueling procedures (stay with vehicles during fueling, proper use of pumps, emergency shutoff valves, etc.).
  - Inspect on-site vehicles and equipment regularly for leaks, equipment damage, and other service problems.
  - Clearly designate vehicle/equipment service areas away from drainage facilities and watercourses to prevent stormwater run-on and runoff.
  - Use drip pans, drip cloths, or absorbent pads when replacing spent fluids.
  - Collect all spent fluids, store in appropriate labeled containers in the proper storage areas, and recycle fluids whenever possible.
- **Control Equipment/Vehicle Washing and Allowable Non-Stormwater Discharges.** Implement practices to prevent contamination of surface and groundwater from equipment and vehicle wash water. Representative practices include:
  - Educate employees and subcontractors on proper washing procedures.
  - Use off-site washing facilities, when available.
  - Clearly mark the washing areas and inform workers that all washing must occur in this area.
  - Contain wash water and treat it using BMPs. Infiltrate washwater when possible, but maintain separation from drainage paths and waterbodies.

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- Use high-pressure water spray at vehicle washing facilities without detergents. Water alone can remove most dirt adequately.
- Do not conduct other activities, such as vehicle repairs, in the wash area.
- Include the location of the washing facilities and the inspection and maintenance procedures in the SWMP.

- **Develop a Spill Prevention and Response Plan.** Spill prevention and response procedures must be identified in the SWMP. Representative procedures include identifying ways to reduce the chance of spills, stop the source of spills, contain and clean up spills, dispose of materials contaminated by spills, and train personnel responsible for spill prevention and response. The plan should also specify material handling procedures and storage requirements and ensure that clear and concise spill cleanup procedures are provided and posted for areas in which spills may potentially occur. When developing a spill prevention plan, include the following:
  - Note the locations of chemical storage areas, storm drains, tributary drainage areas, surface waterbodies on or near the site, and measures to stop spills from leaving the site.
  - Provide proper handling and safety procedures for each type of waste. Keep Material Safety Data Sheets (MSDSs) for chemical used on site with the SWMP.
  - Establish an education program for employees and subcontractors on the potential hazards to humans and the environment from spills and leaks.
  - Specify how to notify appropriate authorities, such as police and fire departments, hospitals, or municipal sewage treatment facilities to request assistance. Emergency procedures and contact numbers should be provided in the SWMP and posted at storage locations.
  - Describe the procedures, equipment and materials for immediate cleanup of spills and proper disposal.
  - Identify personnel responsible for implementing the plan in the event of a spill. Update the spill prevention plan and clean up materials as changes occur to the types of chemicals stored and used at the facility.

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Spill Prevention, Control, and Countermeasure (SPCC) Plan

Construction sites may be subject to 40 CFR Part 112 regulations that require the preparation and implementation of a SPCC Plan to prevent oil spills from aboveground and underground storage tanks. The facility is subject to this rule if it is a non-transportation-related facility that:

- Has a total storage capacity greater than 1,320 gallons or a completely buried storage capacity greater than 42,000 gallons.
- Could reasonably be expected to discharge oil in quantities that may be harmful to navigable waters of the United States and adjoining shorelines.

Furthermore, if the facility is subject to 40 CFR Part 112, the SWMP should reference the SPCC Plan. To find out more about SPCC Plans, see EPA's website on SPPC at www.epa.gov/oilspill/spcc.htm.

Reporting Oil Spills

In the event of an oil spill, contact the National Response Center toll free at 1-800-424- 8802 for assistance, or for more details, visit their website: www.nrc.uscg.mil.

Maintenance and Removal

Effective implementation of good housekeeping practices is dependent on clear designation of personnel responsible for supervising and implementing good housekeeping programs, such as site cleanup and disposal of trash and debris, hazardous material management and disposal, vehicle and equipment maintenance, and other practices. Emergency response "drills" may aid in emergency preparedness.

Checklists may be helpful in good housekeeping efforts.

Staging and storage areas require permanent stabilization when the areas are no longer being used for construction-related activities.

Construction-related materials, debris and waste must be removed from the construction site once construction is complete.

Design Details

See the following Fact Sheets for related Design Details:

MM-1 Concrete Washout Area

MM-2 Stockpile Management

SM-4 Vehicle Tracking Control

Design details are not necessary for other good housekeeping practices; however, be sure to designate where specific practices will occur on the appropriate construction drawings.

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Rock Sock (RS) SC-5

Description

A rock sock is constructed of gravel that has been wrapped by wire mesh or a geotextile to form an elongated cylindrical filter. Rock socks are typically used either as a perimeter control or as part of inlet protection. When placed at angles in the curb line, rock socks are typically referred to as curb socks. Rock socks are intended to trap sediment from stormwater runoff that flows onto roadways as a result of construction activities.



Photograph RS-1. Rock socks placed at regular intervals in a curb line can help reduce sediment loading to storm sewer inlets. Rock socks can also be used as perimeter controls.

Appropriate Uses

Rock socks can be used at the perimeter of a disturbed area to control localized sediment loading. A benefit of rock socks as opposed to other perimeter controls is that they do not have to be trenched or staked into the ground; therefore, they are often used on roadway construction projects where paved surfaces are present.

Use rock socks in inlet protection applications when the construction of a roadway is substantially complete and the roadway has been directly connected to a receiving storm system.

Design and Installation

When rock socks are used as perimeter controls, the maximum recommended tributary drainage area per 100 lineal feet of rock socks is approximately 0.25 acres with disturbed slope length of up to 150 feet and a tributary slope gradient no steeper than 3:1. A rock sock design detail and notes are provided in Detail RS-1. Also see the Inlet Protection Fact Sheet for design and installation guidance when rock socks are used for inlet protection and in the curb line.

When placed in the gutter adjacent to a curb, rock socks should protrude no more than two feet from the curb in order for traffic to pass safely. If located in a high traffic area, place construction markers to alert drivers and street maintenance workers of their presence.

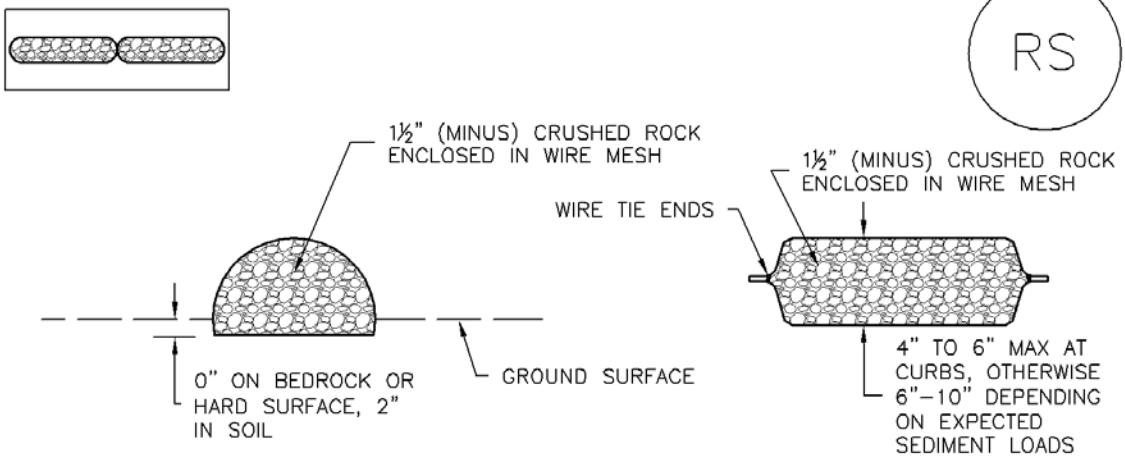
Maintenance and Removal

Rock socks are susceptible to displacement and breaking due to vehicle traffic. Inspect rock socks for damage and repair or replace as necessary. Remove sediment by sweeping or vacuuming as needed to maintain the functionality of the BMP, typically when sediment has accumulated behind the rock sock to one-half of the sock's height.

Once upstream stabilization is complete, rock socks and accumulated sediment should be removed and properly disposed.

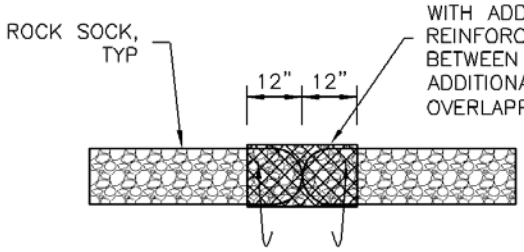
Rock Sock	
Functions	
Erosion Control	No
Sediment Control	Yes
Site/Material Management	No

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ROCK SOCK SECTION

ROCK SOCK PLAN



ANY GAP AT JOINT SHALL BE FILLED WITH AN ADEQUATE AMOUNT OF 1½" (MINUS) CRUSHED ROCK AND WRAPPED WITH ADDITIONAL WIRE MESH SECURED TO ENDS OF ROCK REINFORCED SOCK. AS AN ALTERNATIVE TO FILLING JOINTS BETWEEN ADJOINING ROCK SOCKS WITH CRUSHED ROCK AND ADDITIONAL WIRE WRAPPING, ROCK SOCKS CAN BE OVERLAPPED (TYPICALLY 12–INCH OVERLAP) TO AVOID GAPS.

ROCK SOCK JOINTING

GRADATION TABLE	
SIEVE SIZE	MASS PERCENT PASSING SQUARE MESH SIEVES
	NO. 4
2"	100
1½"	90 – 100
1"	20 – 55
¾"	0 – 15
⅜"	0 – 5
MATCHES SPECIFICATIONS FOR NO. 4 COARSE AGGREGATE FOR CONCRETE PER AASHTO M43. ALL ROCK SHALL BE FRACTURED FACE, ALL SIDES.	

ROCK SOCK INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   –LOCATION(S) OF ROCK SOCKS.

2. CRUSHED ROCK SHALL BE 1½" (MINUS) IN SIZE WITH A FRACTURED FACE (ALL SIDES) AND SHALL COMPLY WITH GRADATION SHOWN ON THIS SHEET (1½" MINUS).

3. WIRE MESH SHALL BE FABRICATED OF 10 GAGE POULTRY MESH, OR EQUIVALENT, WITH A MAXIMUM OPENING OF ½", RECOMMENDED MINIMUM ROLL WIDTH OF 48"

4. WIRE MESH SHALL BE SECURED USING "HOG RINGS" OR WIRE TIES AT 6" CENTERS ALONG ALL JOINTS AND AT 2" CENTERS ON ENDS OF SOCKS.

5. SOME MUNICIPALITIES MAY ALLOW THE USE OF FILTER FABRIC AS AN ALTERNATIVE TO WIRE MESH FOR THE ROCK ENCLOSURE.

RS–1. ROCK SOCK PERIMETER CONTROL

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ROCK SOCK MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. ROCK SOCKS SHALL BE REPLACED IF THEY BECOME HEAVILY SOILED, OR DAMAGED BEYOND REPAIR.

5. SEDIMENT ACCUMULATED UPSTREAM OF ROCK SOCKS SHALL BE REMOVED AS NEEDED TO MAINTAIN FUNCTIONALITY OF THE BMP, TYPICALLY WHEN DEPTH OF ACCUMULATED SEDIMENTS IS APPROXIMATELY ½ OF THE HEIGHT OF THE ROCK SOCK.

6. ROCK SOCKS ARE TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.

7. WHEN ROCK SOCKS ARE REMOVED, ALL DISTURBED AREAS SHALL BE COVERED WITH TOPSOIL, SEEDED AND MULCHED OR OTHERWISE STABILIZED AS APPROVED BY LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

NOTE: THE DETAILS INCLUDED WITH THIS FACT SHEET SHOW COMMONLY USED, CONVENTIONAL METHODS OF ROCK SOCK INSTALLATION IN THE DENVER METROPOLITAN AREA. THERE ARE MANY OTHER SIMILAR PROPRIETARY PRODUCTS ON THE MARKET. UDFCD NEITHER NDORSES NOR DISCOURAGES USE OF PROPRIETARY PROTECTION PRODUCTS; HOWEVER, IN THE EVENT PROPRIETARY METHODS ARE USED, THE APPROPRIATE DETAIL FROM THE MANUFACTURER MUST BE INCLUDED IN THE SWMP AND THE BMP MUST BE INSTALLED AND MAINTAINED AS SHOWN IN THE MANUFACTURER'S DETAILS.

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Docusign Envelope ID: A9542A27-41CD-4F34-BA79-4700B940929C

Inlet Protection (IP) SC-6

Description

Inlet protection consists of permeable barriers installed around an inlet to filter runoff and remove sediment prior to entering a storm drain inlet. Inlet protection can be constructed from rock socks, sediment control logs, silt fence, block and rock socks, or other materials approved by the local jurisdiction. Area inlets can also be protected by over-excavating around the inlet to form a sediment trap.



Photograph IP-1. Inlet protection for a curb opening inlet.

Appropriate Uses

Install protection at storm sewer inlets that are operable during construction. Consider the potential for tracked-out sediment or temporary stockpile areas to contribute sediment to inlets when determining which inlets must be protected. This may include inlets in the general proximity of the construction area, not limited to downgradient inlets. Inlet protection is not a stand-alone BMP and should be used in conjunction with other upgradient BMPs.

Design and Installation

To function effectively, inlet protection measures must be installed to ensure that flows do not bypass the inlet protection and enter the storm drain without treatment. However, designs must also enable the inlet to function without completely blocking flows into the inlet in a manner that causes localized flooding. When selecting the type of inlet protection, consider factors such as type of inlet (e.g., curb or area, sump or on-grade conditions), traffic, anticipated flows, ability to secure the BMP properly, safety and other site-specific conditions. For example, block and rock socks will be better suited to a curb and gutter along a roadway, as opposed to silt fence or sediment control logs, which cannot be properly secured in a curb and gutter setting, but are effective area inlet protection measures.

Several inlet protection designs are provided in the Design Details. Additionally, a variety of proprietary products are available for inlet protection that may be approved for use by local governments. If proprietary products are used, design details and installation procedures from the manufacturer must be followed. Regardless of the type of inlet protection selected, inlet protection is most effective when combined with other BMPs such as curb socks and check dams. Inlet protection is often the last barrier before runoff enters the storm sewer or receiving water.

Design details with notes are provided for these forms of inlet protection:

IP-1. Block and Rock Sock Inlet Protection for Sump or On-grade Inlets

IP-2. Curb (Rock) Socks Upstream of Inlet Protection, On-grade Inlets

Inlet Protection (various forms)	
Functions	
Erosion Control	No
Sediment Control	Yes
Site/Material Management	No

Docusign Envelope ID: A9542A27-41CD-4F34-BA79-4700B940929C

IP-3. Rock Sock Inlet Protection for Sump/Area Inlet

IP-4. Silt Fence Inlet Protection for Sump/Area Inlet

IP-5. Over-excavation Inlet Protection

IP-6. Straw Bale Inlet Protection for Sump/Area Inlet

CIP-1. Culvert Inlet Protection

Propriety inlet protection devices should be installed in accordance with manufacturer specifications.

More information is provided below on selecting inlet protection for sump and on-grade locations.

Inlets Located in a Sump

When applying inlet protection in sump conditions, it is important that the inlet continue to function during larger runoff events. For curb inlets, the maximum height of the protective barrier should be lower than the top of the curb opening to allow overflow into the inlet during larger storms without excessive localized flooding. If the inlet protection height is greater than the curb elevation, particularly if the filter becomes clogged with sediment, runoff will not enter the inlet and may bypass it, possibly causing localized flooding, public safety issues, and downstream erosion and damage from bypassed flows.

Area inlets located in a sump setting can be protected through the use of silt fence, concrete block and rock socks (on paved surfaces), sediment control logs/straw wattles embedded in the adjacent soil and stacked around the area inlet (on pervious surfaces), over-excavation around the inlet, and proprietary products providing equivalent functions.

Inlets Located on a Slope

For curb and gutter inlets on paved sloping streets, block and rock sock inlet protection is recommended in conjunction with curb socks in the gutter leading to the inlet. For inlets located along unpaved roads, also see the Check Dam Fact Sheet.

Maintenance and Removal

Inspect inlet protection frequently. Inspection and maintenance guidance includes:

- Inspect for tears that can result in sediment directly entering the inlet, as well as result in the contents of the BMP (e.g., gravel) washing into the inlet.
- Check for improper installation resulting in untreated flows bypassing the BMP and directly entering the inlet or bypassing to an unprotected downstream inlet. For example, silt fence that has not been properly trenched around the inlet can result in flows under the silt fence and directly into the inlet.
- Look for displaced BMPs that are no longer protecting the inlet. Displacement may occur following larger storm events that wash away or reposition the inlet protection. Traffic or equipment may also crush or displace the BMP.
- Monitor sediment accumulation upgradient of the inlet protection.

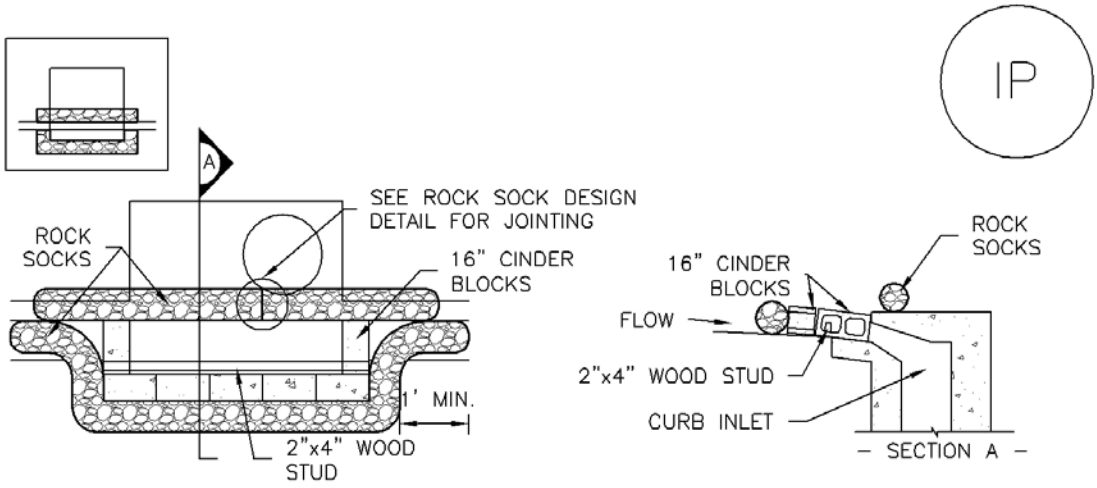
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- Remove sediment accumulation from the area upstream of the inlet protection, as needed to maintain BMP effectiveness, typically when it reaches no more than half the storage capacity of the inlet protection. For silt fence, remove sediment when it accumulates to a depth of no more than 6 inches. Remove sediment accumulation from the area upstream of the inlet protection as needed to maintain the functionality of the BMP.

- Propriety inlet protection devices should be inspected and maintained in accordance with manufacturer specifications. If proprietary inlet insert devices are used, sediment should be removed in a timely manner to prevent devices from breaking and spilling sediment into the storm drain.

Inlet protection must be removed and properly disposed of when the drainage area for the inlet has reached final stabilization.

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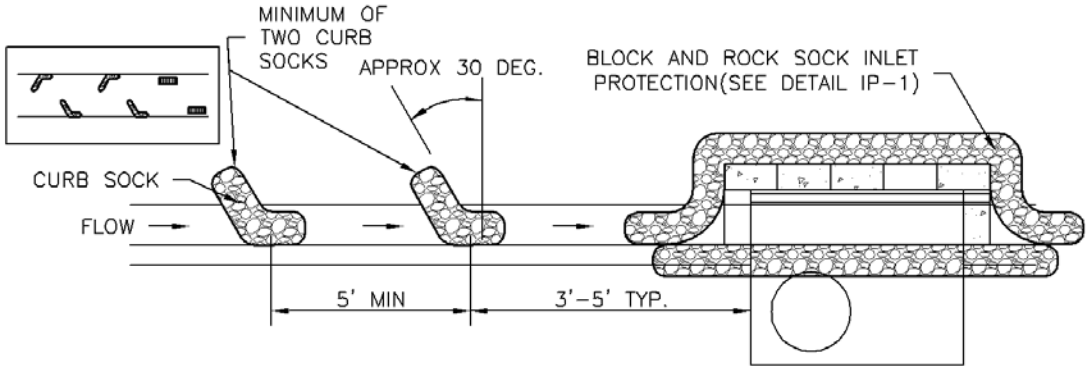
IP–1. BLOCK AND ROCK SOCK SUMP OR ON GRADE INLET PROTECTION

BLOCK AND CURB SOCK INLET PROTECTION INSTALLATION NOTES

1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.

2. CONCRETE "CINDER" BLOCKS SHALL BE LAID ON THEIR SIDES AROUND THE INLET IN A SINGLE ROW, ABUTTING ONE ANOTHER WITH THE OPEN END FACING AWAY FROM THE CURB.

3. GRAVEL BAGS SHALL BE PLACED AROUND CONCRETE BLOCKS, CLOSELY ABUTTING ONE ANOTHER AND JOINTED TOGETHER IN ACCORDANCE WITH ROCK SOCK DESIGN DETAIL.



IP–2. CURB ROCK SOCKS UPSTREAM OF INLET PROTECTION

CURB ROCK SOCK INLET PROTECTION INSTALLATION NOTES

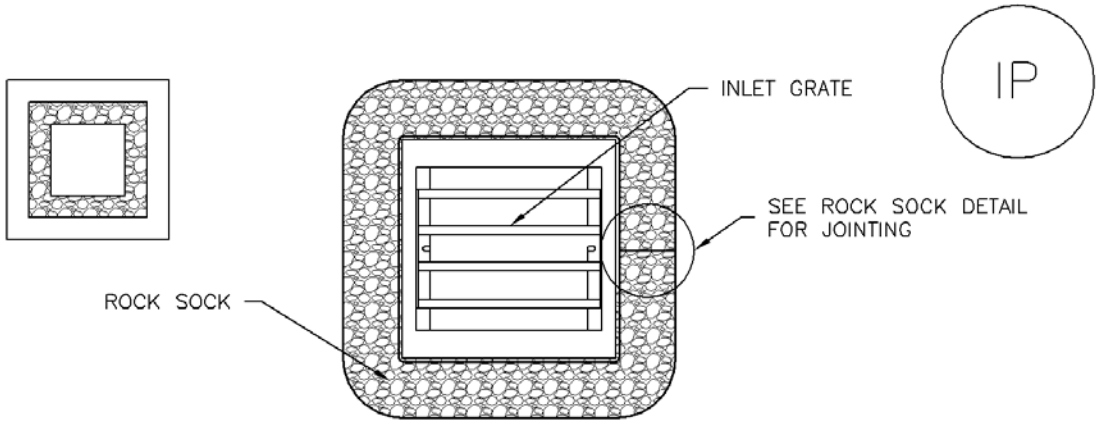
1. SEE ROCK SOCK DESIGN DETAIL INSTALLATION REQUIREMENTS.

2. PLACEMENT OF THE SOCK SHALL BE APPROXIMATELY 30 DEGREES FROM PERPENDICULAR IN THE OPPOSITE DIRECTION OF FLOW.

3. SOCKS ARE TO BE FLUSH WITH THE CURB AND SPACED A MINIMUM OF 5 FEET APART.

4. AT LEAST TWO CURB SOCKS IN SERIES ARE REQUIRED UPSTREAM OF ON–GRADE INLETS.

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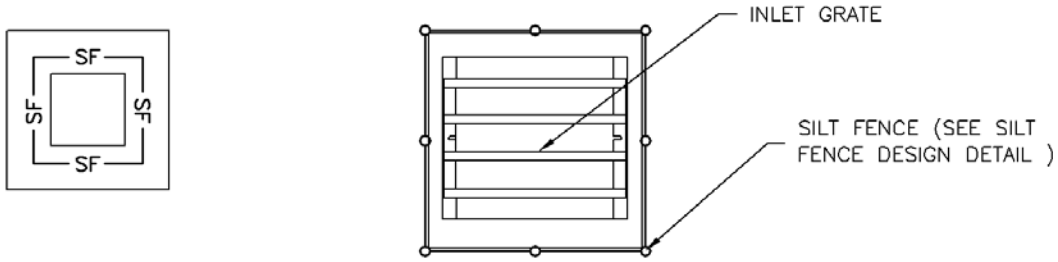


IP–3. ROCK SOCK SUMP/AREA INLET PROTECTION

ROCK SOCK SUMP/AREA INLET PROTECTION INSTALLATION NOTES

1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.

2. STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF ROCK SOCKS FOR INLETS IN PERVIOUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.



IP–4. SILT FENCE FOR SUMP INLET PROTECTION

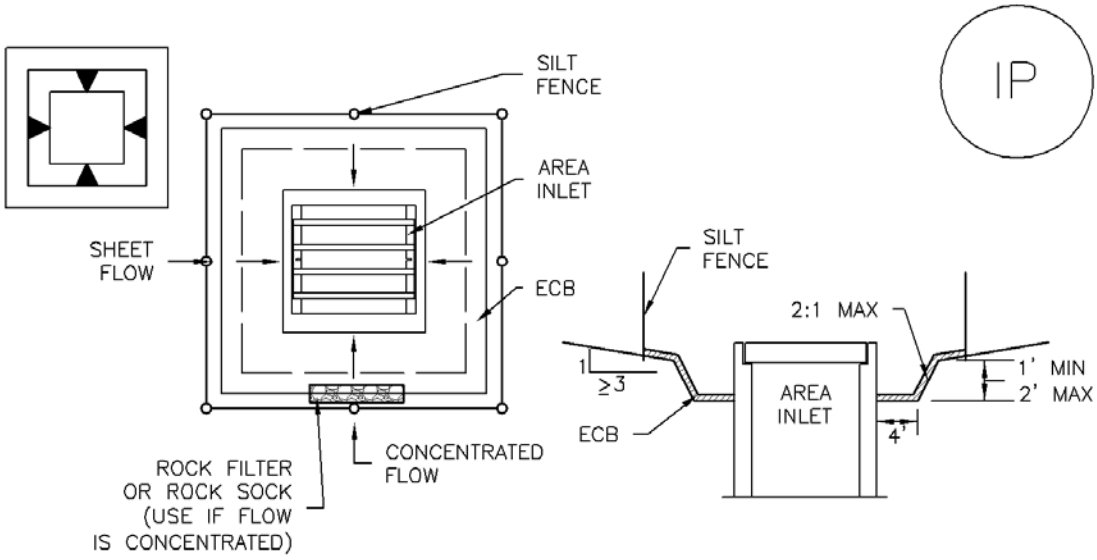
SILT FENCE INLET PROTECTION INSTALLATION NOTES

1. SEE SILT FENCE DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.

2. POSTS SHALL BE PLACED AT EACH CORNER OF THE INLET AND AROUND THE EDGES AT A MAXIMUM SPACING OF 3 FEET.

3. STRAW WATTLES/SEDIMENT CONTROL LOGS MAY BE USED IN PLACE OF SILT FENCE FOR INLETS IN PERVIOUS AREAS. INSTALL PER SEDIMENT CONTROL LOG DETAIL.

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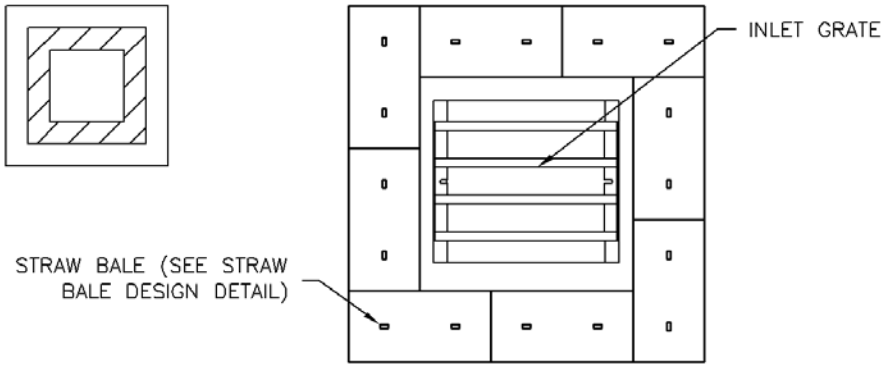
IP–5. OVEREXCAVATION INLET PROTECTION

OVEREXCAVATION INLET PROTECTION INSTALLATION NOTES

1. THIS FORM OF INLET PROTECTION IS PRIMARILY APPLICABLE FOR SITES THAT HAVE NOT YET REACHED FINAL GRADE AND SHOULD BE USED ONLY FOR INLETS WITH A RELATIVELY SMALL CONTRIBUTING DRAINAGE AREA.

2. WHEN USING FOR CONCENTRATED FLOWS, SHAPE BASIN IN 2:1 RATIO WITH LENGTH ORIENTED TOWARDS DIRECTION OF FLOW.

3. SEDIMENT MUST BE PERIODICALLY REMOVED FROM THE OVEREXCAVATED AREA.



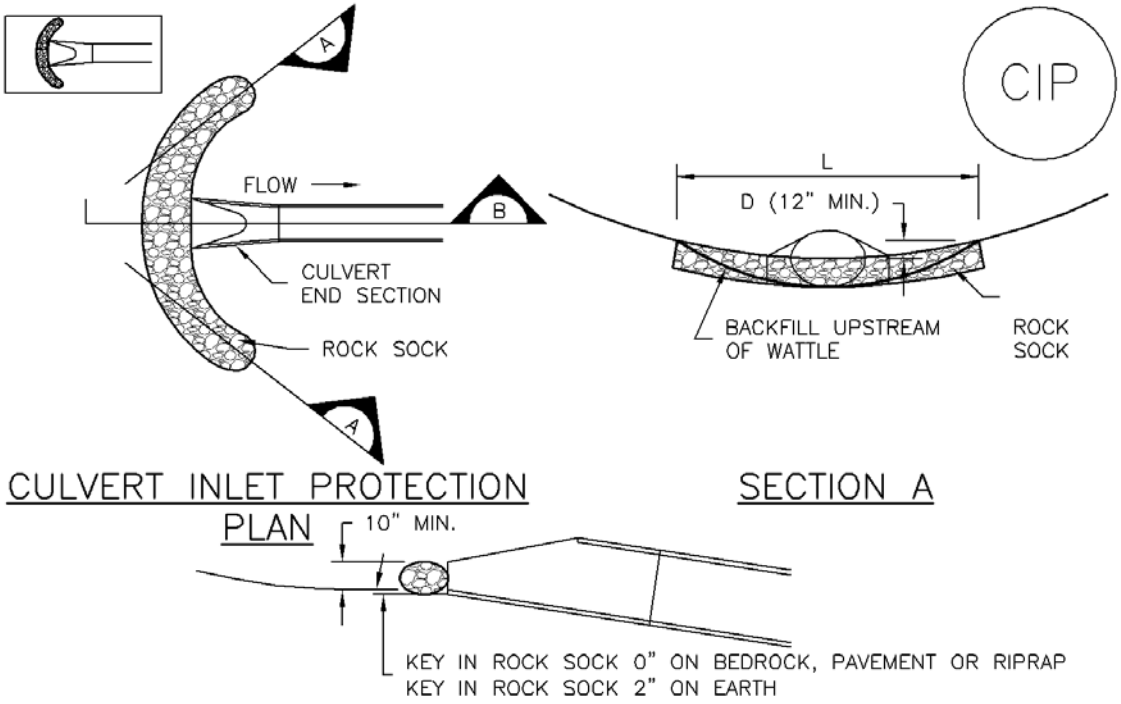
IP–6. STRAW BALE FOR SUMP INLET PROTECTION

STRAW BALE BARRIER INLET PROTECTION INSTALLATION NOTES

1. SEE STRAW BALE DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.

2. BALES SHALL BE PLACED IN A SINGLE ROW AROUND THE INLET WITH ENDS OF BALES TIGHTLY ABUTTING ONE ANOTHER.

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CULVERT INLET PROTECTION PLAN

SECTION A

SECTION B

CIP–1. CULVERT INLET PROTECTION

CULVERT INLET PROTECTION INSTALLATION NOTES

1. SEE PLAN VIEW FOR
   –LOCATION OF CULVERT INLET PROTECTION.

2. SEE ROCK SOCK DESIGN DETAIL FOR ROCK GRADATION REQUIREMENTS AND JOINTING DETAIL.

CULVERT INLET PROTECTION MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. SEDIMENT ACCUMULATED UPSTREAM OF THE CULVERT SHALL BE REMOVED WHEN THE SEDIMENT DEPTH IS ½ THE HEIGHT OF THE ROCK SOCK.

5. CULVERT INLET PROTECTION SHALL REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED AND APPROVED BY THE LOCAL JURISDICTION.

(DETAILS ADAPTED FROM AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

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GENERAL INLET PROTECTION INSTALLATION NOTES

1. SEE PLAN VIEW FOR:
   –LOCATION OF INLET PROTECTION.
   –TYPE OF INLET PROTECTION (IP.1, IP.2, IP.3, IP.4, IP.5, IP.6)

2. INLET PROTECTION SHALL BE INSTALLED PROMPTLY AFTER INLET CONSTRUCTION OR PAVING IS COMPLETE (TYPICALLY WITHIN 48 HOURS). IF A RAINFALL/RUNOFF EVENT IS FORECAST, INSTALL INLET PROTECTION PRIOR TO ONSET OF EVENT.

3. MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

INLET PROTECTION MAINTENANCE NOTES

1. INSPECT BMPs EACH WORKDAY, AND MAINTAIN THEM IN EFFECTIVE OPERATING CONDITION. MAINTENANCE OF BMPs SHOULD BE PROACTIVE, NOT REACTIVE. INSPECT BMPs AS SOON AS POSSIBLE (AND ALWAYS WITHIN 24 HOURS) FOLLOWING A STORM THAT CAUSES SURFACE EROSION, AND PERFORM NECESSARY MAINTENANCE.

2. FREQUENT OBSERVATIONS AND MAINTENANCE ARE NECESSARY TO MAINTAIN BMPs IN EFFECTIVE OPERATING CONDITION. INSPECTIONS AND CORRECTIVE MEASURES SHOULD BE DOCUMENTED THOROUGHLY.

3. WHERE BMPs HAVE FAILED, REPAIR OR REPLACEMENT SHOULD BE INITIATED UPON DISCOVERY OF THE FAILURE.

4. SEDIMENT ACCUMULATED UPSTREAM OF INLET PROTECTION SHALL BE REMOVED AS NECESSARY TO MAINTAIN BMP EFFECTIVENESS, TYPICALLY WHEN STORAGE VOLUME REACHES 50% OF CAPACITY, A DEPTH OF 6" WHEN SILT FENCE IS USED, OR ¼ OF THE HEIGHT FOR STRAW BALES.

5. INLET PROTECTION IS TO REMAIN IN PLACE UNTIL THE UPSTREAM DISTURBED AREA IS PERMANENTLY STABILIZED, UNLESS THE LOCAL JURISDICTION APPROVES EARLIER REMOVAL OF INLET PROTECTION IN STREETS.

6. WHEN INLET PROTECTION AT AREA INLETS IS REMOVED, THE DISTURBED AREA SHALL BE COVERED WITH TOP SOIL, SEEDED AND MULCHED, OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

(DETAIL ADAPTED FROM TOWN OF PARKER, COLORADO AND CITY OF AURORA, COLORADO, NOT AVAILABLE IN AUTOCAD)

NOTE: MANY JURISDICTIONS HAVE BMP DETAILS THAT VARY FROM UDFCD STANDARD DETAILS. CONSULT WITH LOCAL JURISDICTIONS AS TO WHICH DETAIL SHOULD BE USED WHEN DIFFERENCES ARE NOTED.

NOTE: THE DETAILS INCLUDED WITH THIS FACT SHEET SHOW COMMONLY USED, CONVENTIONAL METHODS OF INLET PROTECTION IN THE DENVER METROPOLITAN AREA. THERE ARE MANY PROPRIETARY INLET PROTECTION METHODS ON THE MARKET. UDFCD NEITHER ENDORSES NOR DISCOURAGES USE OF PROPRIETARY INLET PROTECTION; HOWEVER, IN THE EVENT PROPRIETARY METHODS ARE USED, THE APPROPRIATE DETAIL FROM THE MANUFACTURER MUST BE INCLUDED IN THE SWMP AND THE BMP MUST BE INSTALLED AND MAINTAINED AS SHOWN IN THE MANUFACTURER'S DETAILS.

NOTE: SOME MUNICIPALITIES DISCOURAGE OR PROHIBIT THE USE OF STRAW BALES FOR INLET PROTECTION. CHECK WITH LOCAL JURISDICTION TO DETERMINE IF STRAW BALE INLET PROTECTION IS ACCEPTABLE.

City Of Pueblo

Contract Change Order

Stormwater Utility Department

Project Number : 25-012 **Change Order No. :** 1 **Date:** 6/24/2025

Project Name : 2025-2027 Emergency Storm Sewer Point Repair - W 12th Street and Elizabeth St

Contractor : Russ Grading & Excavating, LLC

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	Remove Existing Pipe and Replace w/15" High Performance Polypropylene Pipe Less than 8' Deep **(Increase - 5 LF)**		$1,160.00
2	Remove Existing Pipe and Replace w/18" High Performance Polypropylene Pipe Less than 8' Deep **(Increase - 49 LF)**		$10,927.00
4	Remove Existing Pipe and Replace w/48" High Performance Polypropylene Pipe Greater than 8' Deep **(Increase - 11 LF)**		$4,587.00
10	Remove and Replace 6" Asphalt Patch **(Increase - 9,164 SF)**		$137,460.00
*	Dissimilar Pipe Connection for Pipe 12" to 18" **(Increase - 5 EA)**		$7,000.00
*	Dissimilar Pipe Connection for Pipe 54" to 60" **(Increase - 1 EA)**		$3,500.00
*	Class 6 ABC **(Increase - 1,000.12 Ton)**		$35,004.20
*	Road Reconstruction Grading/Compaction **(Increase - 1 LS)**		$73,289.50
	Manhole Adjustments After Paving **(Increase - 3 EA)**		$3,825.00
*	Temporary Striping **(Increase - 1 LS)**		$1,800.00
*	Payment & Performance Bonds **(Increase - 1 LS)**		$5,173.42
*	66" Pipe Abandonment @ 12th St **(Increase - 1 LS)**		$4,632.00
*	Traffic Control +10% **(Increase - 1 LS)**		$9,104.98
6	Install Extra Lean Concrete (Flowable Fill) **(Decrease - 152 CY)**	$34,200.00	
7	Remove and Replace 5 ft Dia. Standard Manhole **(Decrease - 1 EA)**	$7,000.00	
	TOTAL	$41,200.00	$297,463.10

Net Adjustment This Change Order	$	256,263.10
Amount of Previous Change Order(s)	$	-
Original Contract Amount	$	386,647.32
Total Adjusted Contract Amount To Date	$	642,910.42

Reason For Change:

Scope change for full rebuild of road due to unstable trench conditions including extra materials and labor. All laterlas were replaced as part of full road rebuild.

The time provided for completion of the contract is increased by (7) days.

This document shall become an amendment to the contract and all provisions of the contract apply hereto. The adjustment to the contract amount and contract time, if any, made by this change order constitutes full compensation to the Contractor for the work included within this change order, and Contractor's acceptance hereof constitutes a waiver of any contract and equitable claims on account thereof.

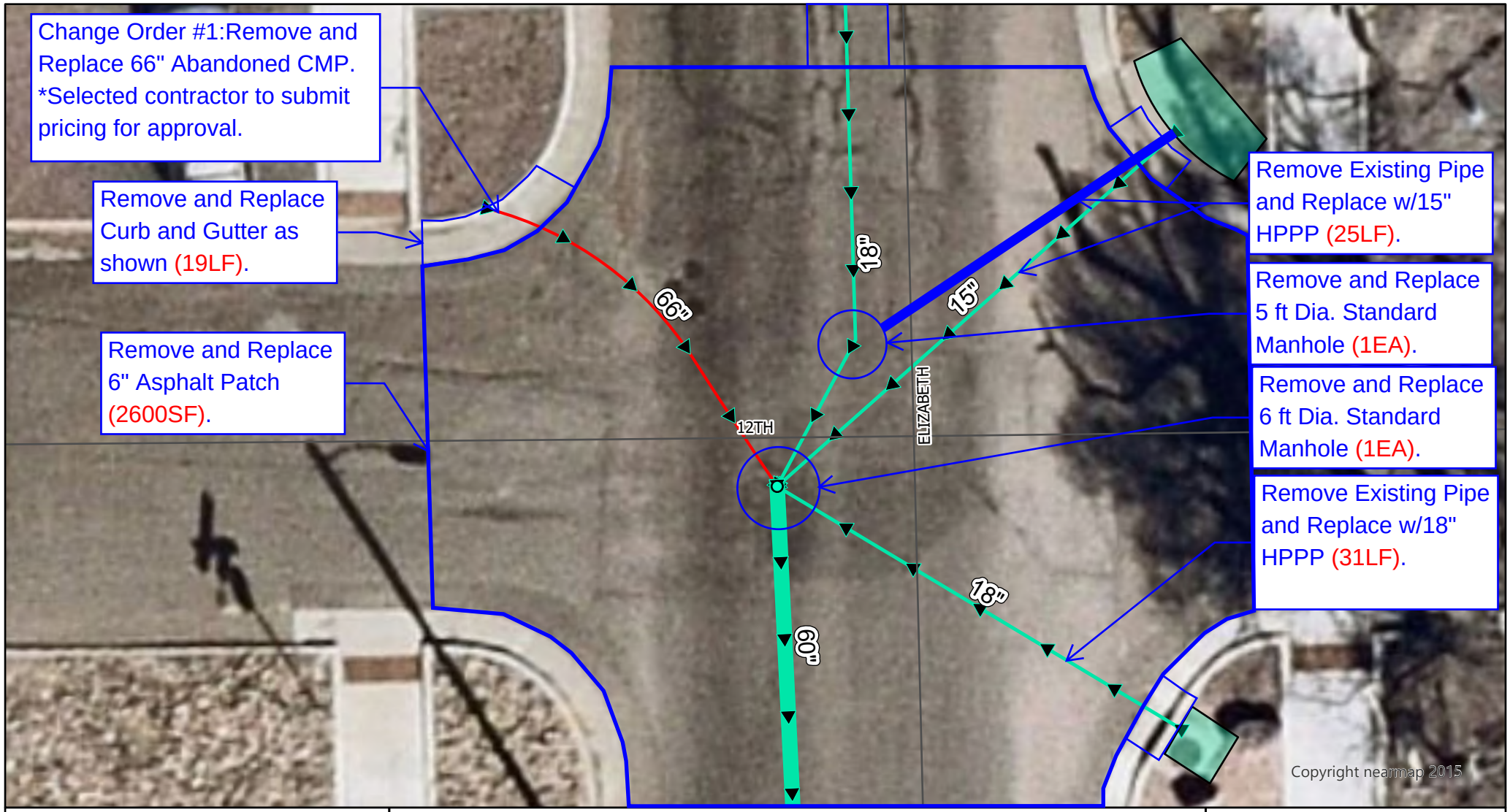
Prepared by: _____ Date: 7-8-25
Stormwater Inspector

Reviewed by: Noah Storm Date: 6/24/25
Project Manager

Accepted by: _____ Date: 6/24/25
Contractor's Representative

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

Approved by: Noah Storm By Direction Date: 7/8/25
Director of Stormwater



N

0 5 10 US Feet

W 12th St and Elizabeth Storm EPR

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CITY OF PUEBLO STORMWATER UTILITY



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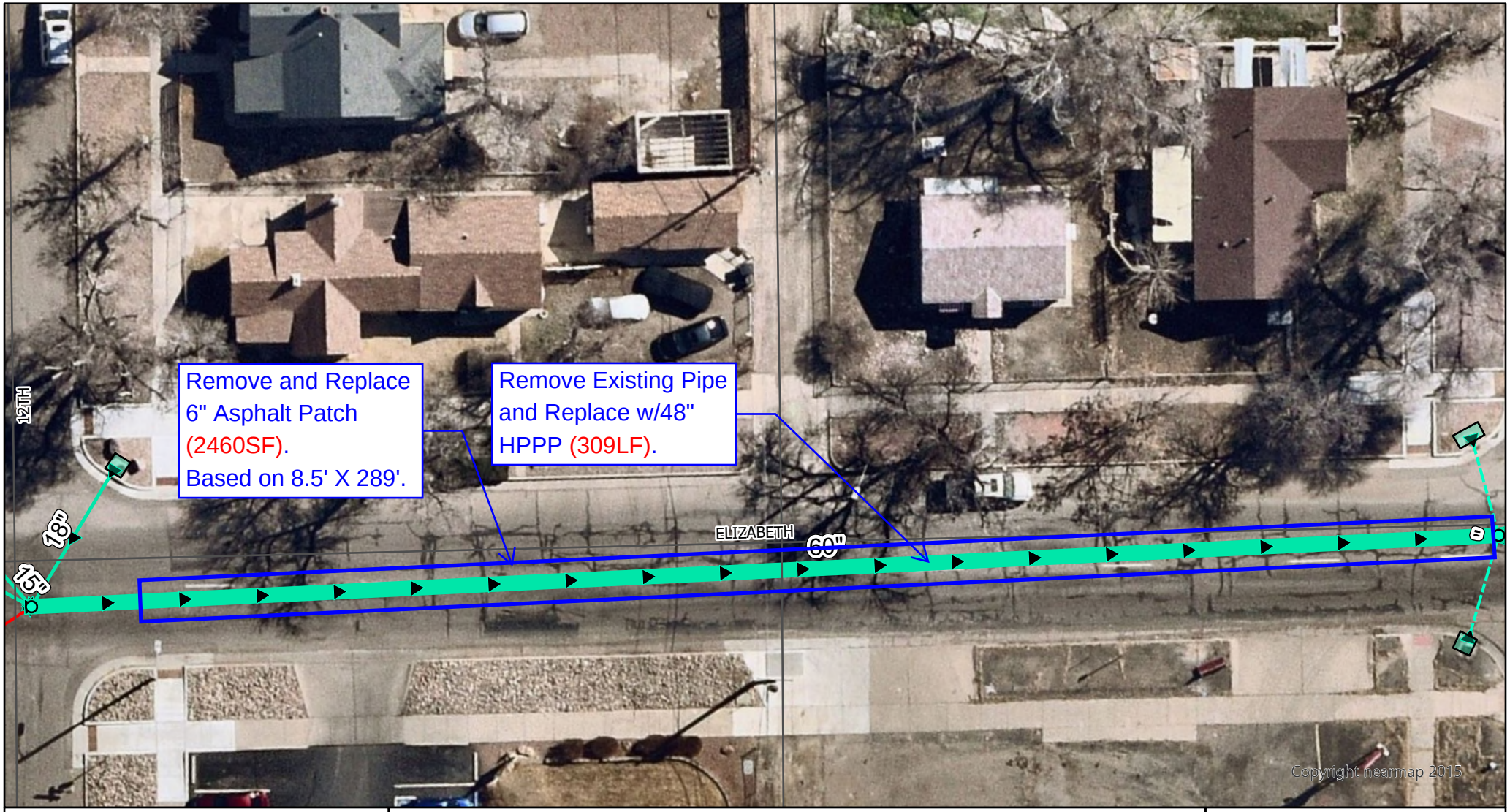
0 15 30 US Feet

W 12th St and Elizabeth Storm EPR

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CITY OF PUEBLO STORMWATER UTILITY



W 12th St and Elizabeth Storm EPR

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CITY OF PUEBLO STORMWATER UTILITY

Russ Grading & Excavating LLC
24975 South Rd
Pueblo, CO 81006
USA

Voice: 719-369-9781
Fax:

INVOICE

Invoice Number: 541
Invoice Date: Jun 23, 2025
Page: 1

Bill To:	Ship to:
City of Pueblo PO Box 1427 Pueblo, CO 81002	City of Pueblo PO Box 1427 Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Airborne		7/23/25

Quantity	Description	Unit Price	Amount
	25-012 W 12TH & N ELIZABETH STORM EPR		
25.00	15" HP LESS THAN 8' DEEP	232.00	5,800.00
31.00	18" HP LESS THAN 8' DEEP	223.00	6,913.00
286.00	18" HP GREATER THAN 8' DEEP	195.00	55,770.00
309.00	48" HP GREATER THAN 8' DEEP	417.00	128,853.00
19.00	R&R CURB & GUTTER	75.00	1,425.00
282.00	INSTALL FLOWFILL	225.00	63,450.00
1.00	R&R 5' MANHOLE	7,000.00	7,000.00
1.00	R&R 6' MANHOLE	8,000.00	8,000.00
1.00	MOBILIZATION	4,000.00	4,000.00
6,375.00	R&R 6" ASPHALT PATCH	15.00	95,625.00
4.00	ROCK SOCK	20.00	80.00
4.00	INLET PROTECTION	350.00	1,400.00
1.00	STOCKPILE MANAGEMENT	500.00	500.00
1.00	CONCRETE WASHOUT	250.00	250.00
1.00	PAYMENT & PERFORMANCE BONDS 2%	7,581.32	7,581.32
	CONTRACT INCREASES		
5.00	R&R 15" HP LESS THAN 8' DEEP	232.00	1,160.00
49.00	18" HP LESS THAN 8' DEEP	223.00	10,927.00
11.00	48" HP GREATER THAN 8' DEEP	417.00	4,587.00
9,164.00	R&R 6" ASPHALT PATCH	15.00	137,460.00
5.00	DISSIMILAR PIPE CONNECTION 12"-18" (MH & INLET	1,400.00	7,000.00

Subtotal	Continued
Sales Tax	Continued
Total Invoice Amount	Continued
Payment/Credit Applied	
TOTAL	**Continued**

Check/Credit Memo No:

Russ Grading & Excavating LLC
24975 South Rd
Pueblo, CO 81006
USA

Voice: 719-369-9781
Fax:

INVOICE

Invoice Number: 541
Invoice Date: Jun 23, 2025

Bill To:	Ship to:
City of Pueblo PO Box 1427 Pueblo, CO 81002	City of Pueblo PO Box 1427 Pueblo, CO 81002

Customer ID	Customer PO	Payment Terms	
City of Pueblo		Net 30 Days	
Sales Rep ID	**Shipping Method**	**Ship Date**	**Due Date**
	Airborne		7/23/25

Quantity	Description	Unit Price	Amount
	CONNECTIONS)		
1.00	DISSIMILAR PIPE CONNECTION 54"-60" (MH CONNECTION ON 66")	3,500.00	3,500.00
1,000.12	CLASS 6 ABC	35.00	35,004.20
1.00	ROAD RECONSTRUCTION GRADING/COMPACTION	73,289.50	73,289.50
3.00	MANHOLE ADJUSTMENTS AFTER PAVING	1,275.00	3,825.00
1.00	TEMPORARY STRIPING	1,800.00	1,800.00
1.00	PUBLIC WORKS CURB & GUTTER REPLACEMENT	1,750.00	1,750.00
1.00	PAYMENT & PERFORMANCE BONDS	5,208.42	5,208.42
1.00	66" PIPE ABANDONMENT @ 12TH ST	4,632.00	4,632.00
1.00	TRAFFIC CONTROL + 10%	9,104.98	9,104.98
	CONTRACT DECREASES		
152.00	INSTALL FLOWFILL	225.00	-34,200.00
1.00	R&R 5' MANHOLE	7,000.00	-7,000.00

Subtotal	644,695.42
Sales Tax	
Total Invoice Amount	644,695.42
Payment/Credit Applied	
TOTAL	**644,695.42**

Check/Credit Memo No:

Tony J Beltramo & Sons, Inc.

Detailed Gross/Tare/Net Report

Order: by Account Name (rgx) by Job Name by Material Description Type: All

For 06/18/2025

Russ Grading & Excavating (RGX)

Elizabeth 11th-12th Rd Improve (RGX-2)

Rec Asphalt C6 -DIRTY (09-2)

Ticket	Account	Truck	Code	Date / Time In	Date / Time Out	Gross	Tare	Net	Net Tons
39636	RGX	Belt 13	09-2	06/18/25 07:06:59 am	06/18/25 07:06:59 am	84,640	30,900	53,740	26.87 E
39637	RGX	Belt 09	09-2	06/18/25 07:10:08 am	06/18/25 07:10:08 am	87,840	33,320	54,520	27.26 E
39638	RGX	Belt 89	09-2	06/18/25 07:20:12 am	06/18/25 07:21:30 am	81,780	33,040	48,740	24.37 E
39639	RGX	Belt 13	09-2	06/18/25 07:51:21 am	06/18/25 07:51:21 am	97,380	30,900	66,480	33.24 E
39640	RGX	Belt 09	09-2	06/18/25 07:57:48 am	06/18/25 07:57:48 am	90,700	33,320	57,380	28.69 E
39643	RGX	Belt 89	09-2	06/18/25 08:15:46 am	06/18/25 08:15:46 am	78,100	33,040	45,060	22.53 E
39644	RGX	Belt 13	09-2	06/18/25 08:17:53 am	06/18/25 08:37:52 am	88,700	30,900	57,800	28.90 E
39645	RGX	Belt 89	09-2	06/18/25 08:40:04 am	06/18/25 09:03:56 am	82,840	33,040	49,800	24.90 E
39646	RGX	Belt 09	09-2	06/18/25 08:43:00 am	06/18/25 08:43:00 am	79,720	33,320	46,400	23.20 E
39647	RGX	Belt 13	09-2	06/18/25 09:04:45 am	06/18/25 09:18:42 am	90,600	30,900	59,700	29.85 E
39648	RGX	Belt 09	09-2	06/18/25 09:06:57 am	06/18/25 09:28:35 am	81,800	33,320	48,480	24.24 E
39650	RGX	Belt 89	09-2	06/18/25 09:24:28 am	06/18/25 09:50:14 am	79,380	33,040	46,340	23.17 E
39652	RGX	Belt 13	09-2	06/18/25 09:31:53 am	06/18/25 09:55:31 am	86,440	30,900	55,540	27.77 E
39653	RGX	Belt 09	09-2	06/18/25 09:32:00 am	06/18/25 10:10:24 am	89,820	33,320	56,500	28.25 E
39655	RGX	Belt 89	09-2	06/18/25 09:55:55 am	06/18/25 10:26:00 am	80,560	33,040	47,520	23.76 E
39656	RGX	Belt 13	09-2	06/18/25 10:09:12 am	06/18/25 10:37:31 am	92,820	30,900	61,920	30.96 E
39657	RGX	Belt 09	09-2	06/18/25 10:24:26 am	06/18/25 10:46:29 am	88,600	33,320	55,280	27.64 E
39658	RGX	Belt 89	09-2	06/18/25 10:37:53 am	06/18/25 11:04:21 am	78,360	33,040	45,320	22.66 E
39659	RGX	Belt 13	09-2	06/18/25 10:37:59 am	06/18/25 11:16:47 am	85,920	30,900	55,020	27.51 E
39660	RGX	Belt 09	09-2	06/18/25 10:47:19 am	06/18/25 11:39:52 am	88,980	33,320	55,660	27.83 E
39661	RGX	Belt 89	09-2	06/18/25 11:05:00 am	06/18/25 11:47:41 am	83,480	33,040	50,440	25.22 E
39662	RGX	Belt 13	09-2	06/18/25 11:41:16 am	06/18/25 11:57:17 am	92,180	30,900	61,280	30.64 E
39663	RGX	Belt 09	09-2	06/18/25 11:57:51 am	06/18/25 12:19:54 pm	89,500	33,320	56,180	28.09 E
39664	RGX	Belt 89	09-2	06/18/25 12:21:58 pm	06/18/25 12:25:54 pm	80,520	33,040	47,480	23.74 E
39666	RGX	Belt 13	09-2	06/18/25 12:34:04 pm	06/18/25 12:50:48 pm	90,320	30,900	59,420	29.71 E
39667	RGX	Belt 09	09-2	06/18/25 12:56:40 pm	06/18/25 12:56:40 pm	81,580	33,320	48,260	24.13 E
39668	RGX	Belt 89	09-2	06/18/25 01:06:10 pm	06/18/25 01:06:10 pm	77,400	33,040	44,360	22.18 E
39671	RGX	Belt 13	09-2	06/18/25 01:31:39 pm	06/18/25 01:31:39 pm	88,440	30,900	57,540	28.77 E
39672	RGX	Belt 09	09-2	06/18/25 01:36:56 pm	06/18/25 01:36:56 pm	80,720	33,320	47,400	23.70 E
39673	RGX	Belt 89	09-2	06/18/25 01:40:24 pm	06/18/25 01:40:24 pm	80,120	33,040	47,080	23.54 E
39674	RGX	Belt 13	09-2	06/18/25 02:06:37 pm	06/18/25 02:06:37 pm	90,620	30,900	59,720	29.86 E
39675	RGX	Belt 89	09-2	06/18/25 02:11:26 pm	06/18/25 02:25:40 pm	77,880	33,040	44,840	22.42 E
39677	RGX	Belt 09	09-2	06/18/25 02:15:15 pm	06/18/25 02:16:15 pm	82,960	33,320	49,640	24.82 E
39678	RGX	Belt 13	09-2	06/18/25 02:29:15 pm	06/18/25 02:42:53 pm	86,700	30,900	55,800	27.90 E
39679	RGX	Belt 09	09-2	06/18/25 02:49:27 pm	06/18/25 02:49:27 pm	82,500	33,320	49,180	24.59 E

Tony J Beltramo & Sons, Inc.

Detailed Gross/Tare/Net Report

Order: by Account Name (rgx) by Job Name by Material Description Type: All

For 06/18/2025

Russ Grading & Excavating (RGX) (Continued)

Elizabeth 11th-12th Rd Improve (RGX-2) (Continued)

Rec Asphalt C6 -DIRTY (09-2) (Continued)

Ticket	Account	Truck	Code	Date / Time In	Date / Time Out	Gross	Tare	Net	Net Tons
39680	RGX	Belt 89	09-2	06/18/25 03:02:26 pm	06/18/25 03:02:26 pm	86,420	33,040	53,380	26.69 E
39681	RGX	Belt 09	09-2	06/18/25 03:26:42 pm	06/18/25 03:26:42 pm	88,820	33,320	55,500	27.75 E
39682	RGX	Belt 89	09-2	06/18/25 03:39:50 pm	06/18/25 03:39:50 pm	78,580	33,040	45,540	22.77 E

	Loads	Units	Yards	Net	Net Tons
Rec Asphalt C6 -DIRTY (09-2) Totals	38	0	0.00	2,000,240	1,000.12
	Loads	Units	Yards	Net	Net Tons
Elizabeth 11th-12th Rd Improve (RGX-2) Tot	38	0	0.0	2,000,240	1,000.12
	Loads	**Units**	**Yards**	**Net**	**Net Tons**
Russ Grading & Excavating (RGX) Totals	**38**	**0**	**0.0**	**2,000,240**	**1,000.12**

Legend: I = Imported, E = Edited, M = Minimum Chg

A-1 BARRICADE & SIGN, INC.

REMIT TO: 201 COLORADO AVE. PUEBLO, CO 81004
719-543-1353 FAX-719-543-6244

RENTED TO	JOB LOCATION	TICKET #
RUSS GRADING & EXCAVATING 1010 S READING ST PUEBLO CO 81001	EMERG. SEWER REPAIR 13TH & ELIZABETH PUEBLO CO	Con# 137151 Loc 200

DL/ID #	DOBth	MISC	PHONE		DATE	TIME
CA28678			W (719) 369-9781	OUT	06/01/25	7:00 AM CT
ID#3	PO/JOB #	RECEIVED BY				
				RETURNED	06/25/25	5:00 PM CT

FINAL Charge for 1.00 Day(s) Page: 1

QTY	ITEM#		MIN	HOURLY	OVNITE	8-HOUR	DAY	WEEK	4 WEEK	EXT AMT	NET AMT
100	DRW3-0000	SIGN,36"ROAD WORK AH(DG)								400.00	400.00
	$4.00/D						4.00				
750	BADN-0000	DRUM CHANNEL DEVICE N/L								2250.00	2250.00
	$3.00/D						3.00				
150	DSC3-0000	SIGN,36"STREET CL.AH(DG)								600.00	600.00
	$4.00/D						4.00				
125	DGDT-0000	BARR.T-3 RC/RCTT(DG) DET								1125.00	1125.00
	$9.00/D						9.00				
50	DRL3-0000	SIGN,36"RT/LT LN CL AH(DG)								200.00	200.00
	$4.00/D						4.00				
50	DRT3-0000	SIGN,36"RT/LT TRANS(DG)								200.00	200.00
	$4.00/D						4.00				
325	BATD-0000	TRAFFIC CONE 36"-DAY								812.50	812.50
	$2.50/D						2.50				
375	BATM-0000	BARR.TUBULAR MARKERS 42"								1125.00	1125.00
	$3.00/D						3.00				
50	NTNL-0000	BARR.VERT.NO L/R TRN NL								200.00	200.00
	$4.00/D						4.00				

Office Hours:
M-F 7:30am - 5:00pm
Closed For Lunch 12pm - 1pm
Closed Sat. & Sun.

RENT	6912.50
SALES	0.00
OTHER	170.00
DW/FEES	622.13
SMM TAX	0.00
SALES TAX	572.63
USE TAX	0.00
TOTAL DUE	8277.26
	0.00
AMT BILLED	8277.26

CHANGE ORDERS

Location: ELIZABETH

DATE	DESCRIPTION	QUANTITY	UNIT	PRICE	TOTAL
6/3-6/12	ROAD RECONSTRUCTION	1	LS	$73,289.50	$73,289.50
				TOTAL	$73,289.50

Location: Elizabeth EPR

6/3/2025 ROAD RECONSTRUCTION

JD 380G	6	HR	$175.00	$1,050.00
CAT 930M LOADER	6	HR	$120.00	$720.00
KOMATSU D39 DOZER		HR	$140.00	$0.00
HAMM SHEEPSFOOT		HR	$140.00	$0.00
TANDEM DUMP TRUCK	19	HR	$100.00	$1,900.00
LOWBOY	6	HR	$165.00	$990.00
JD 325G SKID		HR	$100.00	$0.00
COMPACTION TESTING		HR	$125.00	$0.00
CREW FORMAN	3	HR	$80.00	$240.00
EQUIPMENT OPERATOR	12	HR	$65.00	$780.00
GENERAL LABOR	18	HR	$60.00	$1,080.00
			SUB TOTAL	$6,760.00
15% mark up				$1,014.00
			TOTAL	$7,774.00

Location: Elizabeth EPR

6/4/2025 ROAD RECONSTRUCTION

JD 380G		HR	$175.00	$0.00
CAT 930M LOADER	10	HR	$120.00	$1,200.00
KOMATSU D39 DOZER	10	HR	$140.00	$1,400.00
HAMM SHEEPSFOOT	10	HR	$140.00	$1,400.00
TANDEM DUMP TRUCK	40	HR	$100.00	$4,000.00
LOWBOY		HR	$165.00	$0.00
JD 325G SKID		HR	$100.00	$0.00
COMPACTION TESTING	3	HR	$125.00	$375.00
CREW FORMAN	5	HR	$80.00	$400.00
EQUIPMENT OPERATOR	30	HR	$65.00	$1,950.00
GENERAL LABOR	10	HR	$60.00	$600.00
			SUB TOTAL	$11,325.00
15% mark up				$1,698.75
			TOTAL	$13,023.75

Location: Elizabeth EPR

6/5/2025 ROAD RECONSTRUCTION

JD 380G		HR	$175.00	$0.00
CAT 930M LOADER	8	HR	$120.00	$960.00
KOMATSU D39 DOZER	8	HR	$140.00	$1,120.00
HAMM SHEEPSFOOT	8	HR	$140.00	$1,120.00
TANDEM DUMP TRUCK	29	HR	$100.00	$2,900.00
LOWBOY		HR	$165.00	$0.00
JD 325G SKID		HR	$100.00	$0.00
COMPACTION TESTING	3	HR	$125.00	$375.00
CREW FORMAN	5	HR	$80.00	$400.00
EQUIPMENT OPERATOR	24	HR	$65.00	$1,560.00
GENERAL LABOR	8	HR	$60.00	$480.00
			SUB TOTAL	$8,915.00
15% mark up				$1,337.25
			TOTAL	$10,252.25

Location: Elizabeth EPR

6/6/2025 ROAD RECONSTRUCTION

JD 380G		HR	$175.00	$0.00
CAT 930M LOADER		HR	$120.00	$0.00
KOMATSU D39 DOZER	8	HR	$140.00	$1,120.00
HAMM SHEEPSFOOT	8	HR	$140.00	$1,120.00
TANDEM DUMP TRUCK	27.5	HR	$100.00	$2,750.00
LOWBOY		HR	$165.00	$0.00
JD 325G SKID		HR	$100.00	$0.00
COMPACTION TESTING	3	HR	$125.00	$375.00
CREW FORMAN	4	HR	$80.00	$320.00
EQUIPMENT OPERATOR	16	HR	$65.00	$1,040.00
GENERAL LABOR	8	HR	$60.00	$480.00
			SUB TOTAL	$7,205.00
15% mark up				$1,080.75
			TOTAL	$8,285.75

Location: Elizabeth EPR

6/9/2025 ROAD RECONSTRUCTION

JD 380G		HR	$175.00	$0.00
CAT 930M LOADER		HR	$120.00	$0.00
KOMATSU D39 DOZER	8	HR	$140.00	$1,120.00
HAMM SHEEPSFOOT	8	HR	$140.00	$1,120.00
TANDEM DUMP TRUCK	24	HR	$100.00	$2,400.00
LOWBOY		HR	$165.00	$0.00
JD 325G SKID		HR	$100.00	$0.00
COMPACTION TESTING	3	HR	$125.00	$375.00
CREW FORMAN	4	HR	$80.00	$320.00
EQUIPMENT OPERATOR	16	HR	$65.00	$1,040.00
GENERAL LABOR	8	HR	$60.00	$480.00
			SUB TOTAL	$6,855.00
15% mark up				$1,028.25
			TOTAL	$7,883.25

Location: Elizabeth EPR

6/10/2025 ROAD RECONSTRUCTION

JD 380G		HR	$175.00	$0.00
CAT 930M LOADER	8	HR	$120.00	$960.00
KOMATSU D39 DOZER	8	HR	$140.00	$1,120.00
HAMM SHEEPSFOOT	8	HR	$140.00	$1,120.00
TANDEM DUMP TRUCK	26	HR	$100.00	$2,600.00
LOWBOY		HR	$165.00	$0.00
JD 325G SKID		HR	$100.00	$0.00
COMPACTION TESTING	3	HR	$125.00	$375.00
CREW FORMAN	4	HR	$80.00	$320.00
EQUIPMENT OPERATOR	24	HR	$65.00	$1,560.00
GENERAL LABOR	8	HR	$60.00	$480.00
			SUB TOTAL	$8,535.00
15% mark up				$1,280.25
			TOTAL	$9,815.25

Location: Elizabeth EPR

6/10/2025 ROAD RECONSTRUCTION

JD 380G		HR	$175.00	$0.00
CAT 930M LOADER	8	HR	$120.00	$960.00
KOMATSU D39 DOZER	8	HR	$140.00	$1,120.00
HAMM SHEEPSFOOT	8	HR	$140.00	$1,120.00
TANDEM DUMP TRUCK	26	HR	$100.00	$2,600.00
LOWBOY		HR	$165.00	$0.00
JD 325G SKID		HR	$100.00	$0.00
COMPACTION TESTING	3	HR	$125.00	$375.00
CREW FORMAN	4	HR	$80.00	$320.00
EQUIPMENT OPERATOR	24	HR	$65.00	$1,560.00
GENERAL LABOR	8	HR	$60.00	$480.00
			SUB TOTAL	$8,535.00
15% mark up				$1,280.25
			TOTAL	$9,815.25

Location: Elizabeth EPR

6/12/2025 ROAD RECONSTRUCTION

JD 380G		HR	$175.00	$0.00
CAT 930M LOADER		HR	$120.00	$0.00
KOMATSU D39 DOZER	8	HR	$140.00	$1,120.00
HAMM SHEEPSFOOT	8	HR	$140.00	$1,120.00
TANDEM DUMP TRUCK	12	HR	$100.00	$1,200.00
LOWBOY		HR	$165.00	$0.00
JD 325G SKID		HR	$100.00	$0.00
COMPACTION TESTING		HR	$125.00	$0.00
CREW FORMAN	8	HR	$80.00	$640.00
EQUIPMENT OPERATOR	16	HR	$65.00	$1,040.00
GENERAL LABOR	8	HR	$60.00	$480.00
			SUB TOTAL	$5,600.00
15% mark up				$840.00
			TOTAL	$6,440.00

Location: Elizabeth EPR

6/13/2025 66 PIPE ABANDONMENT

FLASHFILL	10	CY	$250.00	$2,500.00
CAT 930M LOADER		HR	$150.00	$0.00
KOMATSU D39 DOZER		HR	$150.00	$0.00
HAMM SHEEPSFOOT		HR	$150.00	$0.00
TANDEM DUMP TRUCK		HR	$100.00	$0.00
LOWBOY		HR	$165.00	$0.00
JD 325G SKID		HR	$100.00	$0.00
COMPACTION TESTING		HR	$125.00	$0.00
CREW FORMAN	4	HR	$80.00	$320.00
EQUIPMENT OPERATOR		HR	$65.00	$0.00
GENERAL LABOR	20	HR	$60.00	$1,200.00
			SUB TOTAL	$4,020.00
15% mark up				$603.00
			TOTAL	$4,623.00

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Noah Stamm

SUBJECT: A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $386,647.32 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR ON W 12TH STREET AND ELIZABETH STREET AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $256,263.10 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract in the amount of $386,647.32 to Russ Grading & Excavating LLC, under Contract No. 25-012 for an emergency storm sewer point repair on W 12th Street and Elizabeth Street and approves a change order in the amount of $256,263.10.

PREVIOUS COUNCIL ACTION:

On 3/24/2025, City Council passed Resolution #15934, which approved the award of the 2025 -2027 Emergency Storm Sewer Point Repair Contract to multiple contractors which were qualified via competitive bid.

BACKGROUND:

Stormwater Utility was notified of a sinkhole at the intersection of W 12th Street and Elizabeth Street. Upon visual and closed caption television (CCTV) inspection, it was determined the cause of the sinkhole was an abandoned 66” corrugated metal pipe (CMP) and aging stormwater infrastructure that had rotted out. An emergency point repair was performed to repair the stormwater infrastructure.

The contract with the unit prices for the estimated work performed by Russ Grading & Excavating LLC can be found attached. This work was performed under the 2025-2027

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Emergency Storm Sewer Point Repair Resolution #15934 through which contractors were qualified via competitive bid.

FINANCIAL IMPLICATIONS:

Funding in the amount of $642,910.42 will be paid from the Stormwater Utility budget. Project Account SWAN03, for Point Repairs and Pipe Cleaning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-012 W 12th St and Elizabeth EPR Contract
2. 25-012 W 12th St & Elizabeth EPR Change Order
3. 25-012 W 12th St and Elizabeth EPR Exhibit
4. 25-012 W 12th St and Elizabeth EPR Invoice
5. 25-012 W 12th St and Elizabeth EPR Material Tickets
6. 25-012 W 12th St and Elizabeth EPR T&M Log

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO. 16042

A RESOLUTION RATIFYING THE AWARD OF AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $386,647.32 TO RUSS GRADING & EXCAVATING LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR PROJECT NO. 25-012 (SWAN03) - FOR EMERGENCY STORM SEWER POINT REPAIR ON W 12TH STREET AND ELIZABETH STREET AND APPROVING A CHANGE ORDER IN THE AMOUNT OF $256,263.10 FOR ADDITIONAL WORK AND MATERIALS, AND AUTHORIZING AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to Russ Grading & Excavating LLC, under the 2025-2027 Emergency Storm Sewer Point Repair contract: NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council hereby ratifies and approves the contract for emergency repair of the storm sewer on W 12th Street and Elizabeth Street with Russ Grading & Excavating LLC, Project No. 25-012 (SWAN03) – awarded to said bidder in the amount of $642,910.42 which amount includes all contract change orders.

SECTION 2.

Funds for Project No. 25-012 (SWAN03) – Emergency Storm Sewer Point Repair on W 12th Street and Elizabeth Street shall be paid from the Stormwater Utility Fund – Project Account SWAN03, Point Repairs & Pipe Cleaning.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of $642,910.42 are hereby ratified.

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

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

EVALUATION TABULATION

IFB No. 25-062 (HUAN01)

Asphalt Improvements - Lexington Road and Saratoga Road

RESPONSE DEADLINE: June 18, 2025 at 10:00 am
Report Generated: Wednesday, June 18, 2025

VENDOR TOTALS

Vendor	Total
Tony J Beltramo & Sons, Inc.	$321,417.50
Martin Marietta Materials, Inc.	$337,973.05
Alliance Commercial Maintenace Services	$390,665.502
Oldcastle SW Group Inc dba United Companies	$445,820.00
ROCK M INC	$653,822.50

BASE BID

BASE BID					Alliance Commercial Maintenace Services		Martin Marietta Materials, Inc.		Oldcastle SW Group Inc dba United Companies		ROCK M INC		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Asphalt Cold mill Planing ± 4 inches	10785	S.Y.	$4.434	$47,820.69	$5.35	$57,699.75	$7.00	$75,495.00	$3.50	$37,747.50	$3.70	$39,904.50
X	2	Install HMA SX PG 64-22 Asphalt Overlay	2373	TON	$121.474	$288,257.802	$94.15	$223,417.95	$110.00	$261,030.00	$175.00	$415,275.00	$91.00	$215,943.00
X	3	Adjust Sanitary Manholes to Finished Grade	7	EA.	$181.33	$1,269.31	$1,250.70	$8,754.90	$1,100.00	$7,700.00	$1,000.00	$7,000.00	$1,300.00	$9,100.00
X	4	Adjust Water Valves to Finished Grade	11	EA.	$66.20	$728.20	$397.95	$4,377.45	$250.00	$2,750.00	$800.00	$8,800.00	$300.00	$3,300.00
X	5	Adjust Survey Boxes to Finished Grade	1	EA.	$200.00	$200.00	$875.50	$875.50	$250.00	$250.00	$1,000.00	$1,000.00	$300.00	$300.00
X	6	Vehicle Towing Allowance	1	EA.	$1,982.40	$1,982.40	$110.00	$110.00	$350.00	$350.00	$5,000.00	$5,000.00	$200.00	$200.00
X	7	Asphalt Patching (3-inches)	500	S.F.	$5.12	$2,560.00	$3.50	$1,750.00	$3.15	$1,575.00	$18.00	$9,000.00	$4.60	$2,300.00

BASE BID					Alliance Commercial Maintenace Services		Martin Marietta Materials, Inc.		Oldcastle SW Group Inc dba United Companies		ROCK M INC		Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	8	Asphalt Patching (3-inches HMA on 8-inches ABC)	500	S.F.	$5.12	$2,560.00	$10.00	$5,000.00	$13.15	$6,575.00	$25.00	$12,500.00	$5.20	$2,600.00
X	9	Furnish/Install Class 6 Base Material (Place and Compact)	50	TON	$82.70	$4,135.00	$66.45	$3,322.50	$102.00	$5,100.00	$50.00	$2,500.00	$30.00	$1,500.00
X	10	Erosion and Sediment Control	1	L.S.	$2,303.30	$2,303.30	$1,815.00	$1,815.00	$3,700.00	$3,700.00	$25,000.00	$25,000.00	$1,000.00	$1,000.00
X	11	Traffic Control	1	L.S.	$34,948.80	$34,948.80	$24,750.00	$24,750.00	$47,000.00	$47,000.00	$30,000.00	$30,000.00	$10,000.00	$10,000.00
X	12	Mobilization	1	L.S.	$3,900.00	$3,900.00	$6,100.00	$6,100.00	$34,295.00	$34,295.00	$100,000.00	$100,000.00	$35,270.00	$35,270.00
Total						$390,665.502		$337,973.05		$445,820.00		$653,822.50		$321,417.50

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Alliance Commercial Maintenace Services	Martin Marietta Materials, Inc.	Oldcastle SW Group Inc dba United Companies	ROCK M INC	Tony J Beltramo & Sons, Inc.
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS					
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS					
CERTIFICATION STATEMENT	Pass	Pass	Pass	Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response	No Response	No Response

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City Clerk's Office Item # M2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $371,417.50 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2503; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $321,417.50 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 25-062, ASPHALT IMPROVEMENTS AT LEXINGTON ROAD AND SARATOGA ROAD, SETTING FORTH $50,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a Resolution awarding a Construction Contract to Tony J Beltramo & Sons, Inc., for Project No. 25-062 Asphalt Improvements at Lexington Road and Saratoga Road.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of asphalt milling, overlay and traffic striping to the 1500 -1600 block of Lexington Road and Saratoga Road. This Resolution awards the construction contract to Tony J Beltramo & Sons, Inc. It also transfers project funds from Account Project HUAN01 - Street Resurfacing into said account.

FINANCIAL IMPLICATIONS:

Funds in the amount of $371,417.50 will be transferred from Account Project HUAN01, Street Resurfacing into Account Project HU2503 - Street Improvements at Lexington Road and Saratoga Road.

Funding in the amount of $321,417.50 plus $50,000.00 for contingencies shall be paid

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from HU2503.

BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-062 Bid Summary

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16043

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $371,417.50 FROM HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2503; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $321,417.50 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 25-062, ASPHALT IMPROVEMENTS AT LEXINGTON ROAD AND SARATOGA ROAD, SETTING FORTH $50,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for 25-062 Asphalt Improvements at Lexington Road and Saratoga Road have been received and examined; and,

WHEREAS, the proposal of Tony J Beltramo & Sons, Inc., was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorizes Project No. 25-062 Asphalt Improvements at Lexington Road and Saratoga Road to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $371,417.50 are hereby transferred from Account Project HUAN01 Street Resurfacing to Account Project HU2503 Street Improvements at Lexington Road and Saratoga Road.

SECTION 2.

The City Council authorizes Project No. 25-062 Asphalt Improvements at Lexington Road and Saratoga Road to be performed, and the contract for said project is hereby awarded to Tony J Beltramo & Sons, Inc., in the amount of $321,417.50.

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 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……$50,000.00

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SECTION 5.

Funds for Project No. 25-062, in the amount of $371,417.50 ($321,417.50 + $50,000.00 for contingencies and additional work), shall be from Account Project HU2503, Street Improvements at Lexington Road and Saratoga Road.

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					2721 Pine St	
Date 02/25/2025					**Miller Pipeline, LLC**	**Parker Excavating, Inc.**
Project Number: 24-033 (WWAN03)						
Item	**Description**	**Estimated**				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF	428	$ 64,200.00	$ 48,364.00
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF	1585	$ 134,725.00	$ 118,875.00
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF	195	$ 3,510.00	$ 3,607.50
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF	50	$ 2,550.00	$ 2,475.00
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6'' Curb Head	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		$ -	$ -
		21-100	CY		$ -	$ -
		>100	CY	122	$ 21,960.00	$ 20,008.00
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			$ -	$ -
24	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA	1	$ 6,000.00	$ 4,280.00
		with 2 Inverts	EA	1	$ 6,500.00	$ 5,300.00
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
26	Remove and Replace 60” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS			$ -	$ -
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			$ -	$ -
31	Reinstate Services - 4''	EA		11	$ 3,850.00	$ 4,268.00
32	Reinstate Services - 6''	EA			$ -	$ -
33	Mobilization	LS		1	$ 1,750.00	$ 1,725.00
				Total	$ 245,045.00	$ 208,902.50
				With Contingency	$ 294,054.00	$ 250,683.00

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 6/3/2025

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
2721 Pine St

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (>100LF)	($1,469.00)	
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE	($900.00)	
3	REMOVE & REPLACE 7" REINFORCED CONCRETE (>100SF)		$1,221.00
4	REMOVE & REPLACE STANDARD CURB AND GUTTER (21-100LF)	($495.00)	
5	INSTALL EXTRA LEAN CONCRETE (FLOWFILL) (>100CY)	($15,908.00)	
8	REINSTATE SERVICES - 4"		$776.00
10	REMOVE & REPLACE 4" SERVICE TAP LESS THAN 10' DEEP (2X12) (21-		$2,568.00
11	CLASS 6 BASE COURSE FOR PIPE BED STABILIZATION		$3,466.32
12	PAYMENT AND PERFORMANCE BONDS		$6,267.00
13	TRAFFIC CONTROL		$1,083.08
	TOTAL (Decrease) / Increase	($18,772.00)	$15,381.40

Net Adjustment This Change Order	$	(3,390.60)
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	208,902.50
Total Adjusted Contract Amount To Date	$	205,511.90

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

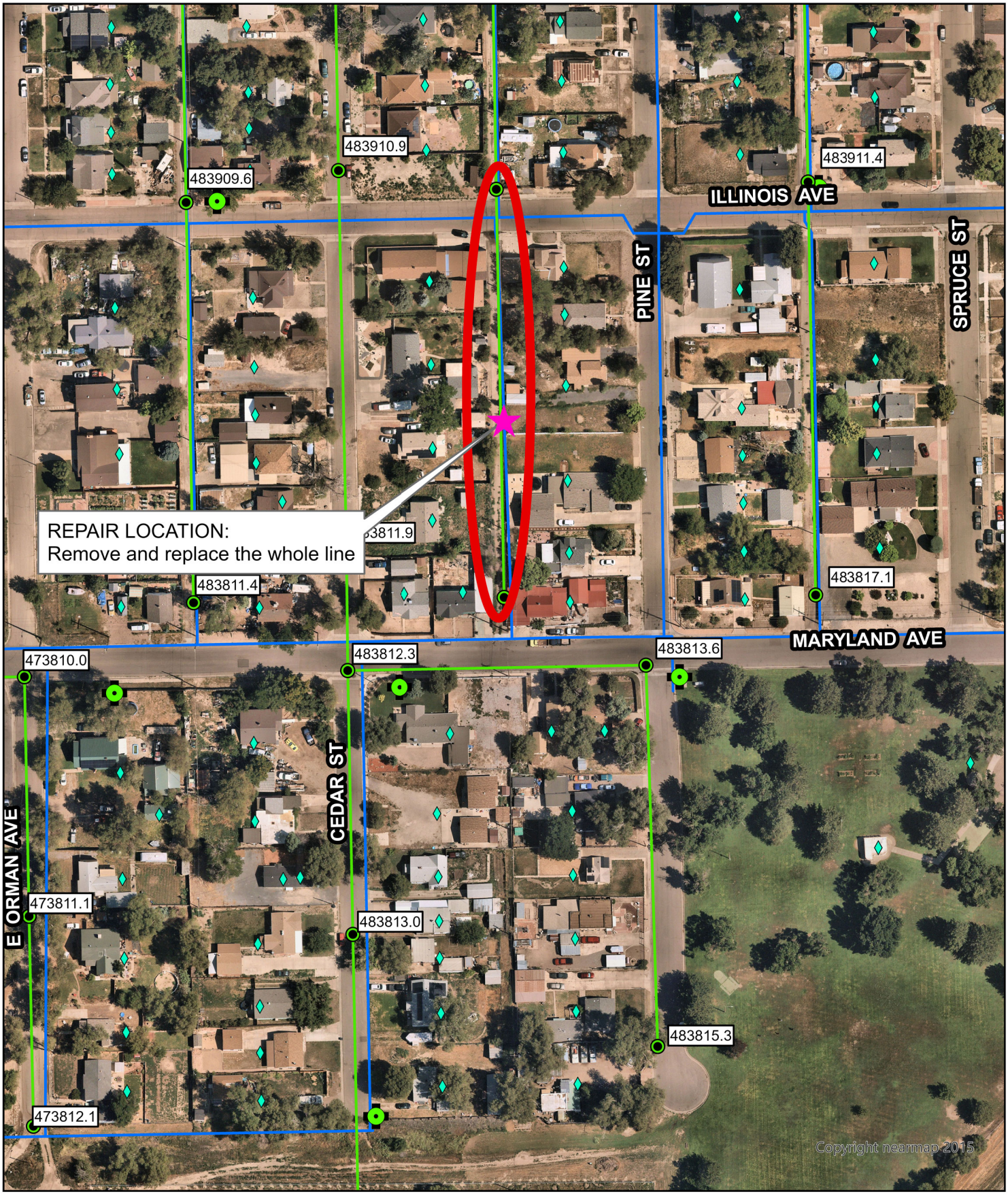
Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024 -2026 Emergency Sanitary Point Repair
2721 Pine St



Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $205,511.90 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2721 PINE ST., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 2721 Pine St.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

On February 19, 2025, the City of Pueblo Streets Department reported a sinkhole near 2721 Pine St. A television crew was sent out to inspect the main, and they discovered a collapsed pipe segment in the location of the sinkhole and two large joint offsets: one at 43 feet from the upstream manhole and the other at 316 feet from the downstream manhole. They also discovered the whole main was in bad condition, having multiple sags and grease deposits. These defects will further deteriorate the pipe, increase the chance of collapse and immediate backup in the main. To fix these defects as well as the sinkhole, an emergency repair was performed to remove and replace the whole main.

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

The cost breakdown for the project is as follows:

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	Sanitary Sewer Replacement-related		
Total:	$	80,728.40	39%
	Surface Improvement Related		
Total:	$	124,783.50	61%
Grand Total:	$	205,511.90	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 07-14-25 2721 Pine St Emergency Point Repair Attachment

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16044

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $205,511.90 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2721 PINE ST., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

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

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2024-2026 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 2721 Pine St. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) - Emergency Point Repair awarded to said bidder in the amount of $205,511.90.

SECTION 2.

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

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, a Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City are consistent with the contract, including any payments authorized under the contract.

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Lori Pinz, Director Information Technology

SUBJECT: A RESOLUTION AUTHORIZING THE REALLOCATION OF TWO HUNDRED AND TWENTY-SEVEN THOUSAND, NINE HUNDRED AND FIFTY-SIX DOLLARS ($227,956) FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT INFORMATION TECHNOLOGY RAILROAD PERMITS TO THE INSTALLATION OF FIBER-OPTIC CABLE NETWORK INFRASTRUCTURE FOR THE VIDEO SURVEILLANCE EQUIPMENT IN THE PARKS, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

SUMMARY:

This Resolution reallocates $227,956 in American Rescue Plan Act (“ARPA”) funds for the installation of the fiber-optic network infrastructure for the connection of all components related to video surveillance and applicable wireless in the Parks.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act (“ARPA”) for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024, (to be expended by December 31, 2026).

By Resolution 15704, approved on August 12, 2024, for railroad permitting complete the installation of fiber-optic cable network infrastructure for the new fire stations and wastewater treatment facility.

By Resolution 15850, approved on December 9, 2024, for video surveillance improvements in Parks.

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

BACKGROUND:

Funding for railroad permitting was approved by Resolution 15704 on August 12, 2024, for a secondary fiber route for the new Fire Station 11 and the new County jail. During design, several construction issues were encountered related to a section of fiber required from the new jail to Thatcher Blvd. Several alternative routes and options were explored to solve the issues, and unfortunately, the only workable solution increased costs beyond the available budget. Consequently, this section of the fiber project was abandoned, eliminating the need for additional railroad permits.

The video surveillance in the Parks project, approved by Resolution 15850 on December 9, 2024, requires additional funding to complete fiber-optic network infrastructure for surveillance equipment. Reallocating the railroad permitting funds to the video surveillance project will cover the increased costs of the fiber-optic cable installation for this equipment.

The costs associated with broadband infrastructure related to the protection of mission-critical public safety applications is an eligible use of ARPA funds 31C.F.R. 35.6(b)(3)(ii)(E)(4).

FINANCIAL IMPLICATIONS:

This reallocation of funds within Project CI2113 adds no additional expense to funds already budgeted. The funds being reallocated were those budgeted due to interest earned on ARPA proceeds and are not subject to program restrictions.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City Council could decide not to support the reallocation of funding, preventing video surveillance equipment from being installed in several areas of the different parks, compromising video coverage.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

None

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16053

A RESOLUTION AUTHORIZING THE REALLOCATION OF TWO HUNDRED AND TWENTY-SEVEN THOUSAND, NINE HUNDRED AND FIFTY-SIX DOLLARS ($227,956) FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT INFORMATION TECHNOLOGY RAILROAD PERMITS TO THE INSTALLATION OF FIBER-OPTIC CABLE NETWORK INFRASTRUCTURE FOR THE VIDEO SURVEILLANCE EQUIPMENT IN THE PARKS, AS AUTHORIZED BY SECTION 603 (A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R.1319 (P.L. 117-2) known as the American Rescue Plan Act ("ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the CFR; and

WHEREAS, under the Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of two hundred and twenty-seven thousand, nine hundred and fifty-six dollars ($227,956) are hereby reallocated from Information Technology Railroad Permits and authorized for payment from Project No. CI2113 – American Rescue Plan Act, for purposes of implementing fiber-optic network infrastructure required to complete the fiber-optic cable infrastructure for video surveillance in the parks.

SECTION 2.

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

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EB0FFC3D43C...
CITY CLERK

Docusign Envelope ID: 852873D3-3A1A-4AB7-B52C-E411DF0E6E60

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of April 23, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and and Parker Excavating, Inc., a Colorado Corporation ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated March 5, 2025, for Bid 24-033 (WWAN03) 2024-2026 Emergency Sanitary Sewer Point Repair – 701 Joliet Avenue (the "Construction Agreement"); and

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

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

1. The Invoice attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement and the Request for Quotation of the Construction Agreement are amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in Exhibit 1. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing payment and performance bonds in the amount of $87,765.63 on or before April 30, 2025, in compliance with Section 5.20 of the Contract Documents.

2. Except as expressly modified by this Amendment, the Construction Agreement shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Construction Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Construction Agreement as it existed prior to this Amendment.

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

Docusign Envelope ID: 852873D3-3A1A-4AB7-B52C-E411DF0E6E60

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

PARKER EXCAVATING, INC.

By _____
Gregory Parker, Vice President

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By DocuSigned by: Naomi Hedden by DR
68EEDE99C2404B5...
Naomi Hedden, Director of Purchasing

ATTEST:

DocuSigned by:
7C02EBDFFC3D43C...
Marisa Stoller, City Clerk

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

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

APPROVED AS TO FORM DEPARTMENT OF LAW:

DocuSigned by: Robert Jagger
50C180BFBF5C498...
Robert P. Jagger, Deputy City Attorney

Docusign Envelope ID: 852873D3-3A1A-4AB7-B52C-E411DF0E6E60

EXHIBIT 1

Invoice

Docusign Envelope ID: 852873D3-3A1A-4AB7-B52C-E411DF0E6E60

Parker
EXCAVATING, INC.
A Native American Owned Company

Invoice # 24M012-007

Date: 3-Apr-2025

Parker # 24M012

City of Pueblo
Wastewater Dept.
1300 S. Queens Ave.
Pueblo, CO 81003

Project: 2024-2026 Sanitary Sewer point Repair
Location: 701 Joliet Ave.

Item	Description	Quantity	Units	Unit Price	Amount
1	Remove and replace 8" PVC less than 10' deep	285	LF	$ 113.00	$ 32,205.00
2	Asphalt patch -4" HMA on 4" Class 6 ABC	570	LF	$ 75.00	$ 42,750.00
3	Reinstate services	11	EA	$ 388.00	$ 4,268.00
4	Haul in and place rock	60.19	TON	$ 33.00	$ 1,986.27
4	Remove cleaning head	10	HR	$ 400.00	$ 4,000.00
5	Mobilization	1	LS	$ 1,725.00	$ 1,725.00
6	Traffic Control	1	LS	$ 831.36	$ 831.36
			TOTAL		**$ 87,765.63**

INVOICE DUE AND PAYABLE UPON RECEIPT
NO STATEMENT WILL BE SENT

1428 Stockyard Rd.
Pueblo, CO 81001
P:719-545-3010/F:719-545-0805

Docusign Envelope ID: 852873D3-3A1A-4AB7-B52C-E411DF0E6E60

PERFORMANCE BOND

Bond Number **MCN 7481417**

KNOW ALL MEN BY THESE PRESENTS:

That we That we Parker Excavating, Inc., a Colorado Corporation, hereinafter called "Principal" and

Old Republic Surety Company
Surety

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

Eighty Seven Thousand Seven Hundred Sixty Five Dollars and 63/100----------($87,765.63)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 5th day of March, 2025, including Amendment No. 1 dated April 23, 2025, copies of which are hereto attached and made a part hereof for the construction of:

Bid No.: **24-033 (WWAN03)**
Bid Name: **2024-2026 Sanitary Sewer Point Repair – 701 Joliet Avenue**

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

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

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

(Signature Page Follows)

Docusign Envelope ID: 852873D3-3A1A-4AB7-B52C-E411DF0E6E60

IN WITNESS WHEREOF, this instrument is executed on the 10th day of June, 2025.

PARKER EXCAVATING, INC.

ATTEST:

By _____
Principal Secretary

By _____
Gregory Parker

Title Vice President

(SEAL)

1428 Stockyard Road, Pueblo, CO 81001
(Address)

By _____
(Witness as to Principal)

1428 Stockyard Rd. Pueblo CO 81001
(Address)

Old Republic Surety Company
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact **Todd Schaap**

(SEAL)

2626 49th Drive, Franksville, WI 53126
(Address)

By _____
(Witness as to Surety) **Marlo Criplean**

2626 49th Drive, Franksville, WI 53126
(Address)

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

Docusign Envelope ID: 852873D3-3A1A-4AB7-B52C-E411DF0E6E60

PAYMENT BOND

Bond Number **MCN 7481417**

KNOW ALL MEN BY THESE PRESENTS:

That we Parker Excavating, Inc., a Colorado Corporation, hereinafter called "Principal" and

Old Republic Surety Company
Surety

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

Eighty Seven Thousand Seven Hundred Sixty Five Dollars and 63/100----------($87,765.63)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City, dated the 5th day of March, 2025, including Amendment No. 1 dated April 23, 2025, copies of which are hereto attached and made a part hereof for the construction of:

Bid No.: **24-033 (WWAN03)**
Bid Name: **2024-2026 Sanitary Sewer Point Repair – 701 Joliet Avenue**

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

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

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

(Signature Page Follows)

Docusign Envelope ID: 852873D3-3A1A-4AB7-B52C-E411DF0E6E60

IN WITNESS WHEREOF, this instrument is executed on the 10th day of June, 2025.

PARKER EXCAVATING, INC.

ATTEST:

By _____
Principal Secretary

By _____
Gregory Parker

Title Vice President

(SEAL)

1428 Stockyard Road, Pueblo, CO 81001
(Address)

By _____
(Witness as to Principal)

1428 Stockyard Rd. Pueblo CO 81001
(Address)

Old Republic Surety Company
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact **Todd Schaap**

(SEAL)

2626 49th Drive, Franksville, WI 53126
(Address)

By _____
(Witness as to Surety) **Marlo Criplean**

2626 49th Drive, Franksville, WI 53126
(Address)

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

Docusign Envelope ID: 852873D3-3A1A-4AB7-B52C-E411DF0E6E60

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

THOMAS O. CHAMBERS, TODD SCHAAP, ERIC A. OLSON

of FRANKSVILLE, WI

its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, ***(other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds),*** as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18,1982.

RESOLVED that, the president, any vice-president or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30th day of August, 2022.

OLD REPUBLIC SURETY COMPANY

Karen J. Haffner
Assistant Secretary

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Alan Pavlic
President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30th day of August, 2022, personally came before me, Alan Pavlic and Karen J Haffner, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

KATHRYN R. PEARSON NOTARY PUBLIC STATE OF WISCONSIN

Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

(Expiration of notary's commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

20-0011

OLD REPUBLIC SURETY COMPANY CORPORATE SEAL 1981

Signed and sealed at the City of Brookfield, WI this 10th day of June, 2025.

Karen J. Haffner
Assistant Secretary

ORSC 22262 (3-05)

SHOREWEST SURETY SERVICES, INC.

Docusign Envelope ID: 852873D3-3A1A-4AB7-B52C-E411DF0E6E60

STATE OF WISCONSIN)

COUNTY OF **Racine**)

ON THIS **10th** day of **June**, **2025**, before me, a notary public, within and for said County and State, personally appeared **Todd Schaap** to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the **Old Republic Surety Company**, a corporation of **Wisconsin**, created, organized and existing under and by virtue of the laws of the State of **Wisconsin**; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said **Todd Schaap** did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

Jackie Sheldon

Jackie Sheldon
Notary Public, **Racine** County, Wisconsin
My Commission Expires **2/13/2027**



2024-2026 Emergency Sanitary Sewer Point Repair					701 Joliet Ave	
Date 03/04/2025					Miller Pipeline, LLC	Parker Excavating, Inc.
Project Number: 24-033 (WWAN03)						
Item	**Description**	**Estimated**				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF	25	$ 4,500.00	$ 3,450.00
		>100	LF		$ -	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF	140	$ 11,900.00	$ 10,500.00
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		$ -	$ -
		21-100	CY		$ -	$ -
		>100	CY		$ -	$ -
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			$ -	$ -
24	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
26	Remove and Replace 60” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS			$ -	$ -
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			$ -	$ -
31	Reinstate Services - 4"	EA		4	$ 1,400.00	$ 1,552.00
32	Reinstate Services - 6"	EA			$ -	$ -
33	Mobilization	LS		1	$ 1,750.00	$ 1,725.00
				Total	$ 19,550.00	$ 17,227.00
				With Contingency	$ 23,460.00	$ 20,672.40

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 5/15/2025

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
701 Joliet Ave

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (21-100LF)	($3,450.00)	
2	ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE		$32,250.00
3	REINSTATE SERVICES - 4"		$2,716.00
5	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (>100LF)		$32,205.00
6	CLASS 6 BASE COURSE FOR GRAVEL SURFACED ALLEYS		$1,986.27
7	REMOVE CLEANING HEAD		$4,000.00
8	TRAFFIC CONTROL		$831.36
	TOTAL (Decrease) / Increase	($3,450.00)	$73,988.63

Net Adjustment This Change Order	$	70,538.63
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	17,227.00
Total Adjusted Contract Amount To Date	$	87,765.63

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
701 Joliet Ave



Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT AND AMENDMENT NO. 1 IN THE AMOUNT OF $87,765.63 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 701 JOLIET AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 701 Joliet Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine cleaning of sewer mains, the cleaning head became stuck near 701 Joliet Ave. A television crew was sent out to inspect the main, and they discovered a large hole in the pipe invert at 88 feet from the downstream manhole. When they performed a reverse inspection, they discovered sags and grease deposits, but they could not make it through the line due to grease deposit obstructing 95% of the cross-sectional area and a break at 206 feet from the upstream manhole. As soon as the pipe segment with the large hole was repaired, the whole line was televised. After reviewing the video, the Wastewater Department discovered a large joint offset and multiple sags ranging from 50 to 100% in the untelevised pipe segment. An emergency repair was performed to remove the cleaning head and fix the defective pipe segments to prevent further deterioration of the pipe and possible blockage of the sewer main.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which two contractors were qualified via competitive bid. An estimate

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was prepared, and Parker Excavating was the lowest bidder and accepted the work. The cost breakdown for the project is as follows:

	Sanitary Sewer Replacement-related		
Total:	$	43,029.36	49%
	Surface Improvement Related		
Total:	$	44,736.27	51%
Grand Total:	$	87,765.63	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 07-14-25 701 Joliet Ave Emergency Point Repair Attachment

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16045

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT AND AMENDMENT NO. 1 IN THE AMOUNT OF $87,765.63 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 701 JOLIET AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2024-2026 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 701 Joliet Ave. with Parker Excavating, Inc., Project No. 24-033 (WWAN03) awarded to said bidder including Amendment No. 1 in the amount of $87,765.63.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02E8DFFC3D43C...
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					314 & 412 E Mesa Ave	
Date 12/12/2024					**Miller Pipeline, LLC**	**Parker Excavating, Inc.**
Project Number: 24-033 (WWAN03)						
Item	**Description**	**Estimated**				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6'' Curb Head	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		$ -	$ -
		21-100	CY		$ -	$ -
		>100	CY		$ -	$ -
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			$ -	$ -
24	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
26	Remove and Replace 60” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF	14.7	$ 4,116.00	$ 5,145.00
		>15	VF		$ -	$ -
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS		2	$ 3,200.00	$ 4,000.00
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			$ -	$ -
31	Reinstate Services - 4''	EA			$ -	$ -
32	Reinstate Services - 6''	EA			$ -	$ -
33	Mobilization	LS		2	$ 3,500.00	$ 3,450.00
				Total	$ 10,816.00	$ 12,595.00
				With Contingency	$ 12,979.20	$ 15,114.00

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 5/28/2025

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
314 &412 E Mesa Ave

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	CALCIUM ALUMINATE COAT 48-INCH MANHOLE (11-15VF)	($4,116.00)	
3	MOBILIZATION	($1,750.00)	
4	CALCIUM ALUMINATE COAT 48-INCH MANHOLE (>15VF)		$4,940.00
	TOTAL (Decrease) / Increase	($5,866.00)	$4,940.00

Net Adjustment This Change Order	$	(926.00)
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	10,816.00
Total Adjusted Contract Amount To Date	$	9,890.00

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

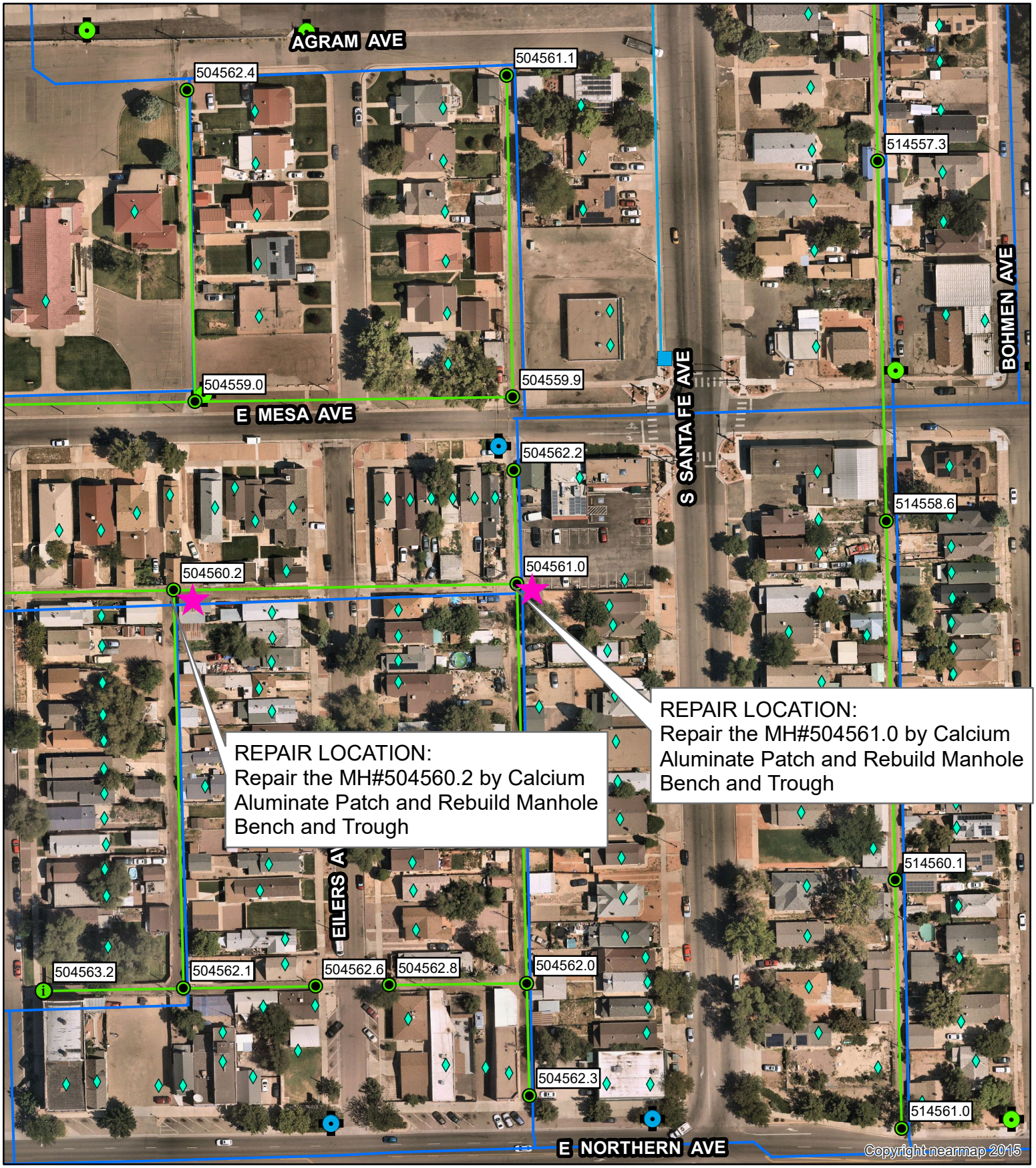
Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
314 & 412 E Mesa Ave



Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $9,890.00 WITH MILLER PIPELINE, LLC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 314 AND 412 E MESA AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Miller Pipeline, LLC., for emergency sanitary sewer point repairs at 314 and 412 E Mesa Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection of manholes, they discovered the bench and trough were missing in the manholes near 314 and 412 E Mesa Ave. They also discovered exfiltration in the manholes due to the missing manhole floors. To prevent further deterioration of the manholes and exfiltration in the manhole floors, an emergency repair was performed to rehab the manholes with calcium aluminate coating and rebuild the benches and troughs with a fast cementitious material.

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

The cost breakdown for the project is as follows:

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Sanitary Sewer Replacement-related		
Total:	$ 9,890.00	100%
Surface Improvement Related		
Total:	$ 0.00	0%
Grand Total:	$ 9,890.00	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 07-14-25 314 & 412 E Mesa Ave Emergency Point Repair Attachment

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16046

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $9,890.00 WITH MILLER PIPELINE, LLC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 314 AND 412 E MESA AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 314 and 412 E Mesa Ave. with Miller Pipeline, LLC., Project No. 24-033 (WWAN03) - Emergency Point Repair awarded to said bidder in the amount of $9,890.00.

SECTION 2.

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

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, a Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

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

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

2024-2026 Emergency Sanitary Sewer Point Repair					908 Jones Ave	
Date 12/4/2024					Miller Pipeline, LLC	Parker Excavating, Inc.
Project Number: 24-033 (WWAN03)						
Item	**Description**	**Estimated**				
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
11	Remove and Replace 6” Service Tap Less than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
12	Remove and Replace 6” Service Tap More than 10’ Deep	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
15	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
16	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
17	Remove and Replace 7” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
18	Remove and Replace 6” Reinforced Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
19	Remove and Replace 4” Concrete	1-20	SF		$ -	$ -
		21-100	SF		$ -	$ -
		>100	SF		$ -	$ -
20	Remove and Replace Standard Curb and Gutter	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -

21	Install or Remove and Replace 6" Curb Head	1-20	LF		$ -	$ -
		21-100	LF		$ -	$ -
		>100	LF		$ -	$ -
22	Install Extra Lean Concrete (FlowFill)	1-20	CY		$ -	$ -
		21-100	CY		$ -	$ -
		>100	CY		$ -	$ -
23	Class 6 Base Course for Gravel Surfaced Alleys	TN			$ -	$ -
24	Remove Camera/Cleaning Head/Tap Cutter	HR			$ -	$ -
25	Remove and Replace 48” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
26	Remove and Replace 60” Diameter Manhole	with 1 Invert	EA		$ -	$ -
		with 2 Inverts	EA		$ -	$ -
		with 3 Inverts	EA		$ -	$ -
		with 4 Inverts	EA		$ -	$ -
27	Calcium Aluminate Coat 48-inch Manhole	1-10	VF	10	$ 3,000.00	$ 3,750.00
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
28	Calcium Aluminate Coat 60-inch Manhole	1-10	VF		$ -	$ -
		11-15	VF		$ -	$ -
		>15	VF		$ -	$ -
29	Rebuild Manhole Bench and Trough 48-inch Manhole	LS		1	$ 1,600.00	$ 2,000.00
30	Rebuild Manhole Bench and Trough 60-inch Manhole	LS			$ -	$ -
31	Reinstate Services - 4"	EA			$ -	$ -
32	Reinstate Services - 6"	EA			$ -	$ -
33	Mobilization	LS		1	$ 1,750.00	$ 1,725.00
				Total	$ 6,350.00	$ 7,475.00
				With Contingency	$ 7,620.00	$ 8,970.00

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 24-033 (WWAN03) Change Order No. : ONE 5/29/2025

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
908 Jones Ave

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

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

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	CALCIUM ALUMINATE COAT 48-INCH MANHOLE (1-10VF)	($150.00)	
4	TRAFFIC CONTROL		$309.47
	TOTAL (Decrease) / Increase	($150.00)	$309.47

Net Adjustment This Change Order	$	159.47
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	6,350.00
Total Adjusted Contract Amount To Date	$	6,509.47

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

24-033 (WWAN03)
2024-2026 Emergency Sanitary Sewer Point Repair
908 Jones Ave



Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

City Clerk's Office Item # M7

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,509.47 WITH MILLER PIPELINE, LLC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 908 JONES AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

SUMMARY:

This Resolution ratifies and approves the award of a construction contract to Miller Pipeline, LLC., for emergency sanitary sewer point repairs at 908 Jones Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine inspection of manholes, they discovered the bench and trough were missing in the manhole near 908 Jones Ave. They also found infiltration in the manhole invert due to the missing trough. These defects will further deteriorate the manhole floor and increase the chance of manhole collapse. An emergency repair was performed to rehab the manhole with calcium aluminate coating and rebuild the bench and trough with a fast cementitious material.

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

The cost breakdown for the project is as follows:

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Sanitary Sewer Replacement-related		
Total:	$ 6,509.47	100%
Surface Improvement Related		
Total:	$ 0.00	0%
Grand Total:	$ 6,509.47	100%

FINANCIAL IMPLICATIONS:

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

BOARD/COMMISSION RECOMMENDATION:

Not Applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 07-14-25 908 Jones Ave Emergency Point Repair Attachment

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16047

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,509.47 WITH MILLER PIPELINE, LLC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 908 JONES AVE., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 908 Jones Ave. with Miller Pipeline, LLC., Project No. 24-033 (WWAN03) - Emergency Point Repair awarded to said bidder in the amount of $6,509.47.

SECTION 2.

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

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, a Colorado Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract and the contract change order in the amount of $159.47 are hereby ratified.

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

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

EVALUATION TABULATION

IFB No. 25-064 (HUAN01)

Concrete Improvements - Lakeview Avenue and Carteret Avenue

RESPONSE DEADLINE: July 2, 2025 at 10:00 am
Report Generated: Wednesday, July 2, 2025

VENDOR TOTALS

Vendor	Total
Wicked Outlaw Construction	$14,733.00
R.D.R Construction	$15,418.25
Cedar Ridge Landscape, Inc	$16,464.25
Merriman Land Works LLC	$19,671.00
Lg Contractors	$26,848.25
Finsterwald Landscaping and Irrigation	$59,969.48

BASE BID (Table 1 of 2)

BASE BID					Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Lg Contractors		Merriman Land Works LLC		R.D.R Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	335	S.F.	$2.25	$753.75	$18.06	$6,050.10	$3.00	$1,005.00	$2.00	$670.00	$1.25	$418.75
X	2	Remove Curb and Gutter	121	L.F.	$8.00	$968.00	$48.08	$5,817.68	$15.00	$1,815.00	$11.00	$1,331.00	$6.50	$786.50
X	3	Remove Concrete	369	S.F.	$2.00	$738.00	$15.39	$5,678.91	$3.00	$1,107.00	$3.00	$1,107.00	$1.25	$461.25
X	4	Remove Sidewalk Drain	1	EA.	$100.00	$100.00	$600.00	$600.00	$250.00	$250.00	$250.00	$250.00	$150.00	$150.00
X	5	Construct Curb and Gutter	121	L.F.	$40.00	$4,840.00	$60.51	$7,321.71	$35.00	$4,235.00	$45.00	$5,445.00	$35.00	$4,235.00
X	6	Construct 4-inch Concrete	369	S.F.	$8.50	$3,136.50	$13.50	$4,981.50	$10.25	$3,782.25	$8.00	$2,952.00	$7.75	$2,859.75
X	7	Construct Asphalt Roadway Patch	242	S.F.	$9.00	$2,178.00	$9.74	$2,357.08	$12.00	$2,904.00	$13.00	$3,146.00	$8.50	$2,057.00
X	8	Install Sidewalk Drain, L=4feet	2	EA.	$850.00	$1,700.00	$2,400.00	$4,800.00	$2,500.00	$5,000.00	$500.00	$1,000.00	$800.00	$1,600.00

BASE BID					Cedar Ridge Landscape, Inc		Finsterwald Landscaping and Irrigation		Lg Contractors		Merriman Land Works LLC		R.D.R Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	9	Install Class 6 Base Material (Place and Compact)	10	TON	$55.00	$550.00	$236.25	$2,362.50	$45.00	$450.00	$152.00	$1,520.00	$60.00	$600.00
X	10	Erosion and Sediment Control	1	L.S.	$150.00	$150.00	$2,500.00	$2,500.00	$2,500.00	$2,500.00	$250.00	$250.00	$500.00	$500.00
X	11	Traffic Control	1	L.S.	$600.00	$600.00	$10,000.00	$10,000.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$750.00	$750.00
X	12	Mobilization	1	L.S.	$750.00	$750.00	$7,500.00	$7,500.00	$1,300.00	$1,300.00	$1,000.00	$1,000.00	$1,000.00	$1,000.00
Total						$16,464.25		$59,969.48		$26,848.25		$19,671.00		$15,418.25

BASE BID (Table 2 of 2)

BASE BID					Wicked Outlaw Construction	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Remove Asphalt	335	S.F.	$3.00	$1,005.00
X	2	Remove Curb and Gutter	121	L.F.	$4.00	$484.00
X	3	Remove Concrete	369	S.F.	$3.00	$1,107.00
X	4	Remove Sidewalk Drain	1	EA.	$300.00	$300.00
X	5	Construct Curb and Gutter	121	L.F.	$30.00	$3,630.00
X	6	Construct 4-inch Concrete	369	S.F.	$5.00	$1,845.00
X	7	Construct Asphalt Roadway Patch	242	S.F.	$11.00	$2,662.00
X	8	Install Sidewalk Drain, L=4feet	2	EA.	$350.00	$700.00
X	9	Install Class 6 Base Material (Place and Compact)	10	TON	$50.00	$500.00
X	10	Erosion and Sediment Control	1	L.S.	$1,000.00	$1,000.00
X	11	Traffic Control	1	L.S.	$1,000.00	$1,000.00
X	12	Mobilization	1	L.S.	$500.00	$500.00
Total						$14,733.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Cedar Ridge Landscape, Inc	Finsterwald Landscaping and Irrigation	Lg Contractors	Merriman Land Works LLC	R.D.R Construction	Wicked Outlaw Construction
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS						
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
INSURANCE REQUIREMENTS	Pass	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
CERTIFICATIONS						
CERTIFICATION STATEMENT	Pass	Pass	Pass		Pass	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response	No Response	No Response		No Response	No Response

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

City Clerk's Office Item # M8

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $16,933 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2504 - CONCRETE IMPROVEMENTS - LAKEVIEW AND CARTERET; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $14,733 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 25-064, CONCRETE IMPROVEMENTS - LAKEVIEW AVENUE AND CARTERET AVENUE, SETTING FORTH $2,200 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution transferring funds in the amount of $16,933.00 from Account Project HUAN01 Street Resurfacing to Account Project HU2504, awarding a construction contract to Wicked Outlaw Construction, for Project No. 25-064, Concrete Improvements - Lakeview Avenue and Carteret Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This project will consist of the removal and replacement of concrete sidewalk, curb and gutter and sidewalk drains on Lakeview Avenue and Carteret Avenue

This Resolution awards the construction contract to Wicked Outlaw Construction.

FINANCIAL IMPLICATIONS:

Funding (including contingencies), in the amount of $16,933.00, will be paid from Account Project HU2504, Concrete Improvements - Lakeview Avenue and Carteret Avenue.

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BOARD/COMMISSION RECOMMENDATION

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 25-064 Bid Summary

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16048

RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF $16,933 FROM ACCOUNT PROJECT HUAN01 STREET RESURFACING TO ACCOUNT PROJECT HU2504 - CONCRETE IMPROVEMENTS - LAKEVIEW AND CARTERET; AND AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $14,733 TO WICKED OUTLAW CONSTRUCTION, FOR PROJECT NO. 25-064, CONCRETE IMPROVEMENTS - LAKEVIEW AVENUE AND CARTERET AVENUE, SETTING FORTH $2,200 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 25-064, Concrete Improvements - Lakeview Avenue and Carteret Avenue have been received and examined; AND,

WHEREAS, the proposal of Wicked Outlaw Construction, was the lowest bid determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-064, Concrete Improvements - Lakeview Avenue and Carteret Avenue to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of $16,933.00 are hereby transferred from Account Project HUAN01 Street Resurfacing to Account Project HU2504 Concrete Improvement - Lakeview Avenue and Carteret Avenue.

SECTION 1.

The City Council authorizes Project No. 25-064, Concrete Improvements - Lakeview Avenue and Carteret Avenue to be performed, and the contract for said project is hereby awarded to Wicked Outlaw Construction, in the amount of $14,733.00

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work……$2,200.00

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SECTION 4.

Funding, in the amount of $16,933.00 shall be from Account Project HU2504 - Concrete Improvements - Lakeview Avenue and Carteret Avenue.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Executive Assistant to the Mayor

SUBJECT: A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF HEATHER HANKINS TO THE BOARD OF HEALTH

SUMMARY:

This Resolution ratifies the joint City-County appointment of member(s) to serve on the Board of Health.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to Boards 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 (1) upcoming vacancy on the Board of Health due to a term expiration. The vacancy's term will expire July 1, 2030, and is a joint appointment with the City of Pueblo. Since one application (Eileen Dennis) was determined to be ineligible due to the City's term limits, the Commissioners are forwarding the following individual for ratification by the City: Heather Hankins.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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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

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16049

A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF HEATHER HANKINS TO THE BOARD OF HEALTH

WHEREAS, the Board of County Commissioners have duly convened and selected Heather Hankins to serve a five-year term on the Board of Health expiring on July 1, 2030; it is now the desire of the Pueblo City Council to ratify said appointments; NOW, THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The joint appointment of Heather Hankins to the Board of Health to serve a five-year term expiring July 1, 2030, 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: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 2C02EB0FFC3D43C...
CITY CLERK

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Grassroots Gravel Ltd 535 McClelland Ave, Pueblo, CO 81005 970-373-8799 535 McClelland Ave, Pueblo, CO 81005**
2. Permitted Area:
Street Closures:

Friday, October 10, 2025, at 12:00 AM through Saturday, October 11, 2025, at 11:00 p.m. - Alan Hamel Avenue between N. Union Avenue and Main Street.

Saturday, October 11, 2025, at 12:00 AM through Saturday, October 11, 2025 at 11:00 PM Main Street southbound lanes from City Center Drive to Alan Hamel Avenue.

Other area utilized: City parking lot at Alan Hamel Avenue and Main Street (Thursday, October 9, 2025 at 2:00 PM through Saturday, October 11, 2025 at 11:00 PM).

3. Purpose of Revocable Permit: **Hosting the 2025 Grassroots Gravel Bicycle event and expo**
4. Commencement Date: **October 9, 2025** Time: **2:00pm**
5. Ending Date: **October 11, 2025** Time: **11:00pm**

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

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation. Covid-19

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

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

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

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

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

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

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

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

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

Signed in Pueblo, Colorado this 7th day of July, 2025.

PERMITTEE:

Organization or Individual: Grassroots Gravel Ltd.

By: Adam Davidson

Title: Owner

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 7th day of July, 2025 by Adam Davidson as Owner.

My commission expires: _____.

Tracy Suzette Barry
Notary Public

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

City Clerk's Office Item # M11

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-11) TO GRASSROOTS GRAVEL, LTD., FOR THE USE OF ALAN HAMEL AVENUE BETWEEN N. UNION AVENUE AND MAIN STREET ON FRIDAY, OCTOBER 10, 2025, THROUGH SATURDAY, OCTOBER 11, 2025; MAIN STREET SOUTHBOUND LANES FROM CITY CENTER DRIVE TO ALAN HAMEL AVENUE ON OCTOBER 11, 2025, AND THE CITY PARKING LOT AT ALAN HAMEL AVENUE AND MAIN STREET FROM THURSDAY, OCTOBER 9, 2025, TO OCTOBER 11, 2025, TO HOST THE 2025 GRASSROOTS GRAVEL BICYCLE EVENT AND EXPO

SUMMARY:

Attached is a revocable permit to be issued to Grassroots Gravel, Ltd

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Grassroots Gravel, Ltd., has submitted a Revocable Permit application (REV-25-11) requesting the use of Alan Hamel Avenue between N. Union Avenue and Main Street on Friday, October 10, 2025, at 12:00 a.m., through Saturday, October 11, 2025, at 11:00 p.m.; Main Street southbound lanes from City Center Drive to Alan Hamel Avenue on Saturday, October 11, 2025, at 12:00 a.m. through Saturday, October 11, 2025, at 11:00 p.m., and the City parking lot at Alan Hamel Avenue and Main Street from Thursday, October 9, 2025, to Saturday, October 11, 2025, at 11:00 p.m., to host the 2025 Grassroots Gravel Bicycle Event and Expo.

FINANCIAL IMPLICATIONS:

None.

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BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from hosting their bicycling event and expo.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-11

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16051

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-11) TO GRASSROOTS GRAVEL, LTD., FOR THE USE OF ALAN HAMEL AVENUE BETWEEN N. UNION AVENUE AND MAIN STREET ON FRIDAY, OCTOBER 10, 2025, THROUGH SATURDAY, OCTOBER 11, 2025; MAIN STREET SOUTHBOUND LANES FROM CITY CENTER DRIVE TO ALAN HAMEL AVENUE ON OCTOBER 11, 2025, AND THE CITY PARKING LOT AT ALAN HAMEL AVENUE AND MAIN STREET FROM THURSDAY, OCTOBER 9, 2025, TO OCTOBER 11, 2025, TO HOST THE 2025 GRASSROOTS GRAVEL BICYCLE EVENT AND EXPO

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-11) is authorized to be issued to Grassroots Gravel, Ltd., for the use of Alan Hamel Avenue between N. Union Avenue and Main Street on Friday, October 10, 2025, at 12:00 a.m., through Saturday, October 11, 2025, at 11:00 p.m.; Main Street southbound lanes from City Center Drive to Alan Hamel Avenue on Saturday, October 11, 2025, at 12:00 a.m. through Saturday, October 11, 2025, at 11:00 p.m., and the City parking lot at Alan Hamel Avenue and Main Street from Thursday, October 9, 2025, to Saturday, October 11, 2025, at 11:00 p.m., to host the 2025 Grassroots Gravel Bicycle Event and Expo.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit (REV-25-11).

SECTION 3.

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

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff
B2A4F51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by:
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CITY CLERK

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

City Clerk's Office Item # M12

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 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 DIRECTING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A CONDITIONS SURVEY OF PROPERTIES ANNEXED UNDER WILDHORSE ANNEXATION 1 AND WILDHORSE ANNEXATION 2, AND TO REPORT FINDINGS AND RECOMMENDATIONS TO THE MAYOR AND CITY COUNCIL

SUMMARY:

This Resolution directs the Pueblo Urban Renewal Authority (PURA) to initiate a conditions survey of the areas annexed into the City under Wildhorse Annexation 1 and Wildhorse Annexation 2 and to report its findings to the Mayor and City Council.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The properties annexed into the City under Wildhorse Annexations 1 and 2 face extremely high development costs, particularly related to the extension of utilities to the site and other required public improvements. The Pueblo Urban Renewal Authority is empowered to conduct a conditions survey to determine whether or not the area may qualify for the establishment of a new urban renewal district that might be leveraged to make resources available to construct the required infrastructure improvements. This Resolution expresses Council's direction to PURA to initiate the conditions survey and to report the findings of the study to the Mayor and City Council along with recommendations for future actions that may be warranted.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to approve this Resolution will signal Council's intent that it does not support the establishment of a new urban renewal district in the area at this time.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16052

A RESOLUTION DIRECTING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A CONDITIONS SURVEY OF PROPERTIES ANNEXED UNDER WILDHORSE ANNEXATION 1 AND WILDHORSE ANNEXATION 2, AND TO REPORT FINDINGS AND RECOMMENDATIONS TO THE MAYOR AND CITY COUNCIL

WHEREAS, the City of Pueblo has recently annexed certain properties known as Wildhorse Annexation 1 and Wildhorse Annexation 2 (the "Annexed Properties"); and

WHEREAS, the City Council desires to determine whether the Annexed Properties meet the statutory definitions of "blighted area" or "slum area" as set forth in Section 31-25-103, Colorado Revised Statutes, for the purpose of evaluating eligibility for designation as an urban renewal area; and

WHEREAS, the Pueblo Urban Renewal Authority is empowered to undertake surveys and studies necessary to carry out the purposes of the Colorado Urban Renewal Law;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Pueblo Urban Renewal Authority is hereby directed to initiate and conduct a conditions survey of the properties annexed into the City under Wildhorse Annexation 1 and Wildhorse Annexation 2.

SECTION 2.

The purpose of the conditions survey shall be to determine whether the Annexed Properties, or any portion thereof, meet the statutory definitions of "blighted area" or "slum area" as set forth in Section 31-25-103, Colorado Revised Statutes.

SECTION 3.

The Pueblo Urban Renewal Authority shall prepare a written report of its findings, including a summary of the conditions observed, an analysis of whether the statutory criteria for blight or slum are met, and recommendations regarding the potential designation of the Annexed Properties as an urban renewal area.

SECTION 4.

The Pueblo Urban Renewal Authority shall submit its written report and recommendations to the Mayor and to the City Council for consideration upon completion of the survey.

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

SECTION 5.

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 6.

This Resolution shall become effective upon passage and approval.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by:
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CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 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 AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-053-2025 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $692,237 FOR COSTS RELATED TO THE REHABILITATION EAST APRON (NORTH) (PHASE 2 – CONSTRUCTION) AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING $692,237 TO PROJECT NO. AP2401- EAST APRON (N) TAXI LANE REHAB, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve and accept an Airport Improvement Program (AIP) grant agreement from the United States of America acting through the Federal Aviation Administration (FAA) to provide funding for costs related to the Rehabilitation East Apron (North) (Phase 2 – Construction).

PREVIOUS COUNCIL ACTION:

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.

Ordinance No.10971, passed and approved on June 23, 2025, accepted CDOT Grant 25-PUB-01 providing construction phase funding and budgeting and appropriating funds to Project No. AP2401 - East Apron (N) Taxilane Rehab.

BACKGROUND:

The 2022 Airport Master Plan identified the need to rehab the east apron north of the GA t-hangars. The FAA awarded a grant from Airport Improvement Project (AIP) entitlement funds to reimburse 95% of project costs, not to exceed $692,237. CDOT

has committed to providing up to 2.5% of project construction costs. The City of Pueblo, a Colorado Municipal Corporation, will match the remaining 2.5% of the construction costs.

FINANCIAL IMPLICATIONS:

The total estimated project cost for phase-2 construction is $728,670.00. The FAA AIP Grant is for $692,237 (95%). The CDOT's 2.5% matching funds and the City of Pueblo's matching funds were budged and appropriated in a previous ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the federal government and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PUB-NMG-3-08-0046-053-2025-Grant Agreement - unsigned
2. AIP53 Grant Certification

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-053-2025 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $692,237 FOR COSTS RELATED TO THE REHABILITATION EAST APRON (NORTH) (PHASE 2 – CONSTRUCTION) AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING $692,237 TO PROJECT NO. AP2401- EAST APRON (N) TAXI LANE REHAB, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo has received a Grant Agreement from the Federal Aviation Administration (FAA) for costs related to the Rehabilitation of East Apron (North) (Phase 2 – Construction); and,

WHEREAS, the funds from this grant need to be budgeted and appropriated into Project No. AP2401- East Apron (N) Taxilane Rehab; NOW, THEREFORE

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

SECTION 1.

The Federal Aviation Administration Airport Improvement Grant Agreement No. 3-08-046-03-2025 (“Grant Agreement”), a copy of which is attached hereto and made a part hereof by reference, by and between the City of Pueblo, a Colorado Municipal Corporation, and the United States of America through the Federal Aviation Administration (“FAA”), making available $692,237.00 in federal funds for costs related to the Rehabilitation of East Apron (North) (Phase 2 – Construction), after having been approved as to form by the City Attorney, is here by accepted and approved.

SECTION 2.

The Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Funds in the amount of $692,237.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to Project No. AP2401- East Apron (N) Taxilane Rehab. Pursuant to the Grant Agreement, the FAA may make unilateral amendments to the grant terms and its obligation thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should the FAA increase the maximum grant

obligation of the FAA without any required matching funds by City, said funds shall be automatically budgeted and appropriated to Project No. AP2401- East Apron (N) Taxi lane Rehab without the need for further action.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____

President of City Council

ATTEST

_____

City Clerk

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado, Utah, Wyoming

Denver Airports District Office: 26805 E 68th Ave, Ste 224 Denver, CO 80249-6339

June 26, 2025

The Honorable Heather Graham
Mayor, City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

Dear Mayor Graham:

The Grant Offer for Airport Improvement Program (AIP) Project No. 3-08-0046-053-2025 at Pueblo Memorial Airport is attached for execution. This letter outlines the steps you must take to properly enter into this agreement and provides other useful information. Please read the conditions, special conditions, and assurances that comprise the grant offer carefully.

You may not make any modification to the text, terms or conditions of the grant offer.

***Steps You Must Take to Enter Into Agreement*.**

To properly enter into this agreement, you must do the following:

1. The governing body must give authority to execute the grant to the individual(s) signing the grant, i.e., the person signing the document must be the sponsor's authorized representative(s) (hereinafter "authorized representative").
2. The authorized representative must execute the grant by adding their electronic signature to the appropriate certificate at the end of the agreement.
3. Once the authorized representative has electronically signed the grant, the sponsor's attorney(s) will automatically receive an email notification.
4. On the **same day or after** the authorized representative has signed the grant, the sponsor's attorney(s) will add their electronic signature to the appropriate certificate at the end of the agreement.
5. If there are co-sponsors, the authorized representative(s) and sponsor's attorney(s) must follow the above procedures to fully execute the grant and finalize the process. Signatures must be obtained and finalized no later than **August 1, 2025**.
6. The fully executed grant will then be automatically sent to all parties as an email attachment.

Payment. Subject to the requirements in 2 CFR § 200.305 (Federal Payment), each payment request for reimbursement under this grant must be made electronically via the Delphi eInvoicing System. Please see the attached Grant Agreement for more information regarding the use of this System.

Project Timing. The terms and conditions of this agreement require you to complete the project without undue delay and no later than the Period of Performance end date (1,460 days from the grant execution date). We will be monitoring your progress to ensure proper stewardship of these Federal funds. We

expect you to submit payment requests for reimbursement of allowable incurred project expenses consistent with project progress. Your grant may be placed in "inactive" status if you do not make draws on a regular basis, which will affect your ability to receive future grant offers. Costs incurred after the Period of Performance ends are generally not allowable and will be rejected unless authorized by the FAA in advance.

Reporting. Until the grant is completed and closed, you are responsible for submitting formal reports as follows:

- For all grants, you must submit by December 31st of each year this grant is open:
  1. A signed/dated SF-270 (Request for Advance or Reimbursement for non-construction projects) or SF-271 or equivalent (Outlay Report and Request for Reimbursement for Construction Programs), and
  2. An SF-425 (Federal Financial Report).
- For non-construction projects, you must submit FAA Form 5100-140, Performance Report within 30 days of the end of the Federal fiscal year.
- For construction projects, you must submit FAA Form 5370-1, Construction Progress and Inspection Report, within 30 days of the end of each Federal fiscal quarter.

Audit Requirements. As a condition of receiving Federal assistance under this award, you must comply with audit requirements as established under 2 CFR Part 200. Subpart F requires non-Federal entities that expend $1,000,000 or more in Federal awards to conduct a single or program specific audit for that year. Note that this includes Federal expenditures made under other Federal-assistance programs. Please take appropriate and necessary action to ensure your organization will comply with applicable audit requirements and standards.

Closeout. Once the project(s) is completed and all costs are determined, we ask that you work with your FAA contact indicated below to close the project without delay and submit the necessary final closeout documentation as required by your Region/Airports District Office.

FAA Contact Information. Tolulope Odeyemi, (303) 342-1267, tolulope.o.odeyemi@faa.gov is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein.

We sincerely value your cooperation in these efforts and look forward to working with you to complete this important project.

Sincerely,

Jesse A. Lyman
Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

FEDERAL AVIATION ADMINISTRATION AIRPORT IMPROVEMENT PROGRAM (AIP)

FY 2025 AIP

GRANT AGREEMENT

Part I - Offer

Federal Award Offer Date	June 26, 2025	
Airport/Planning Area	Pueblo Memorial Airport	
Airport Infrastructure Grant Number	3-08-0046-053-2025	[Contract No. DOT-FA25NM-1045]
Unique Entity Identifier	NJK3BNUDRHJ7	

TO: City of Pueblo, Colorado

(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated January 22, 2025, for a grant of Federal funds for a project at or associated with the Pueblo Memorial Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Pueblo Memorial Airport (herein called the "Project") consisting of the following:

Rehabilitate East Apron (Construction)

which is more fully described in the Project Application.

NOW THEREFORE, Pursuant to and for the purpose of carrying out the Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018

(Public Law Number (P.L.) 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application; and in consideration of: (a) the Sponsor's adoption and ratification of the Grant Assurances dated April 2025, interpreted and applied consistent with the FAA Reauthorization Act of 2024; (b) the Sponsor's acceptance of this Offer; and (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurance and conditions as herein provided;

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay (95) % of the allowable costs incurred accomplishing the Project as the United States share of the Project.

Assistance Listings Number (Formerly CFDA Number): 20.106

This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $692,237.

   The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):
   $0 for planning
   $692,237 for airport development or noise program implementation; and,
   $0 for land acquisition.

2. **Grant Performance.** This Grant Agreement is subject to the following Federal award requirements:

   a. Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Agreement and is the date signed by the last Sponsor signatory to the Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant Agreement.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions or budget periods (2 Code of Federal Regulations (CFR) § 200.1) except as noted in 49 U.S.C § 47142(b).

   b. Budget Period:

      1. For this Grant is 4 years (1,460 calendar days) and follows the same start and end date as the Period of Performance provided in paragraph 2(a)(1). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period except as stated in 49 U.S.C § 47142(b).

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsors are authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to 2 CFR § 200.308.

c. Close Out and Termination

Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (pay-off) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the grant within one year of the Period of Performance end date with the information available at the end of 120 days (2 CFR § 200.344). The FAA may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(a) (1) The Sponsor fails to obtain or provide any Sponsor grant contribution as required by the agreement;

(2) A completion date for the Project or a component of the Project is listed in the agreement and the Recipient fails to meet that milestone by six months after the date listed in the agreement;

(3) The Sponsor fails to comply with the terms and conditions of this agreement, including a material failure to comply with the Project Schedule even if it is beyond the reasonable control of the Sponsor;

(4) Circumstances cause changes to the Project that the FAA determines are inconsistent with the FAA's basis for selecting the Project to receive a grant; or

(5) The FAA determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the FAA may elect to consider only the interests of the FAA.

(c) The Sponsor may request that the FAA terminate the agreement under this section.

3. **Ineligible or Unallowable Costs.** In accordance with 49 U.S.C. § 49 U.S.C. § 47110, the Sponsor is prohibited from including any costs in the grant funded portions of the project that the FAA has determined to be ineligible or unallowable, including costs incurred to carry out airport development implementing policies and initiatives repealed by Executive Order 14148, provided such costs are not otherwise permitted by statute.

4. **Indirect Costs - Sponsor.** The Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.

5. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with 49 U.S.C. § 47109, the regulations, policies, and procedures of the Secretary of Transportation ("Secretary"), and any superseding legislation. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.

6. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this Agreement, 49 U.S.C. Chapters 471 and 475, the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report and request prior FAA approval for any disengagement from performing the project that exceeds three months or a 25 percent reduction in time devoted to the

project. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the grant assurances, which are part of this Agreement.

7. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.

8. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 1, 2025, or such subsequent date as may be prescribed in writing by the FAA.

9. **Improper Use of Federal Funds and Mandatory Disclosure.**

   a. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

   b. The Sponsor, a recipient, and a subrecipient under this Federal grant must promptly comply with the mandatory disclosure requirements as established under 2 CFR § 200.113, including reporting requirements related to recipient integrity and performance in accordance with Appendix XII to 2 CFR Part 200.

10. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this Grant Agreement.

11. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

   a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR § 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

   b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/content/entity-registration.

12. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this Agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

13. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by $25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

    The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of Condition No. 1, Maximum Obligation.

    The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

    An informal letter amendment has the same force and effect as a formal grant amendment.

14. **Environmental Standards.** The Sponsor is required to comply with all applicable environmental standards, as further defined in the Grant Assurances, for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

15. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

16. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 U.S.C. § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract and subcontract awarded under this Grant.

17. **Build America, Buy America.** The Sponsor must comply with the requirements under the Build America, Buy America Act (P.L. 117-58).

18. **Maximum Obligation Increase.** In accordance with 49 U.S.C. § 47108(b)(3), as amended, the maximum obligation of the United States, as stated in Condition No. 1, Maximum Obligation, of this Grant:

    a. May not be increased for a planning project;

    b. May be increased by not more than 15 percent for development projects, if funds are available;

    c. May be increased by not more than the greater of the following for a land project, if funds are available:

        1. 15 percent; or

        2. 25 percent of the total increase in allowable project costs attributable to acquiring an interest in the land.

    If the Sponsor requests an increase, any eligible increase in funding will be subject to the United States Government share as provided in 49 U.S.C. § 47110, or other superseding legislation if applicable, for the fiscal year appropriation with which the increase is funded. The FAA is not responsible for the same Federal share provided herein for any amount increased over the initial

grant amount. The FAA may adjust the Federal share as applicable through an informal letter of amendment.

19. **Audits for Sponsors.**

PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $1,000,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

20. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the System for Award Management (SAM.gov) exclusions to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting they are not excluded or disqualified from participating; or

        3. Adding a clause or condition to covered transactions attesting the individual or firm are not excluded or disqualified from participating.

    b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions with their contractors and sub-contractors.

    c. Immediately disclose in writing to the FAA whenever (1) the Sponsor learns it has entered into a covered transaction with an ineligible entity or (2) the Public Sponsor suspends or debars a contractor, person, or entity.

21. **Ban on Texting While Driving.**

    a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

        1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.

        2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

            i. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

            ii. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

    b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded with this Grant.

22. **Trafficking in Persons.**

1. *Posting of contact information.*

a. The Sponsor must post the contact information of the national human trafficking hotline (including options to reach out to the hotline such as through phone, text, or TTY) in all public airport restrooms.

2. *Provisions applicable to a recipient that is a private entity.*

a. Under this Grant, the recipient, its employees, subrecipients under this Grant, and subrecipient's employees must not engage in:

i. Severe forms of trafficking in persons;

ii. The procurement of a commercial sex act during the period of time that the grant or cooperative agreement is in effect;

iii. The use of forced labor in the performance of this grant; or any subaward; or

iv. Acts that directly support or advance trafficking in persons, including the following acts:

a) Destroying, concealing, removing, confiscating, or otherwise denying an employee access to that employee's identity or immigration documents;

b) Failing to provide return transportation of pay for return transportation costs to an employee from a country outside the United States to the country from which the employee was recruited upon the end of employment if requested by the employee, unless:

1. Exempted from the requirement to provide or pay for such return transportation by the federal department or agency providing or entering into the grant; or

2. The employee is a victim of human trafficking seeking victim services or legal redress in the country of employment or witness in a human trafficking enforcement action;

c) Soliciting a person for the purpose of employment, or offering employment, by means of materially false or fraudulent pretenses, representations, or promises regarding that employment;

d) Charging recruited employees a placement or recruitment fee; or

e) Providing or arranging housing that fails to meet the host country's housing and safety standards.

b. The FAA may unilaterally terminate this Grant or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if any private entity under this Grant:

i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant; or

ii. Has an employee that is determined to have violated a prohibition in paragraph(2)(a) of this Grant through conduct that is either:

a) Associated with the performance under this Grant; or

b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

3. *Provisions applicable to a recipient other than a private entity.*

   a. The FAA may unilaterally terminate this award or take any remedial actions authorized by 22 U.S.C. § 7104b(c), without penalty, if subrecipient than is a private entity under this award:

      i. Is determined to have violated a prohibition in paragraph (2)(a) of this Grant or

      ii. Has an employee that is determined to have violated a prohibition in paragraph (2)(a) of this Grant through conduct that is either:

         a) Associated with the performance under this Grant; or

         b) Imputed to the recipient or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by the FAA at 2 CFR Part 1200.

4. *Provisions applicable to any recipient.*

   a. The recipient must inform the FAA and the DOT Inspector General immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (2)(a) of this Grant.

   b. The FAA's right to unilaterally terminate this Grant as described in paragraphs (2)(b) or (3)(a) of this Grant, implements the requirements of 22 U.S.C. chapter 78, and is in addition to all other remedies for noncompliance that are available to the FAA under this Grant.

   c. The recipient must include the requirements of paragraph (2)(a) of this Grant award term in any subaward it makes to a private entity.

   d. If applicable, the recipient must also comply with the compliance plan and certification requirements in 2 CFR 175.105(b).

5. *Definitions. For purposes of this Grant award, term:*

   a. "Employee" means either:

      i. An individual employed by the recipient or a subrecipient who is engaged in the performance of the project or program under this Grant; or

      ii. Another person engaged in the performance of the project or program under this Grant and not compensated by the recipient including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing requirements.

   b. "Private Entity" means:

i. Any entity, including for-profit organizations, nonprofit organizations, institutions of higher education, and hospitals. The term does not include foreign public entities, Indian Tribes, local governments, or states as defined in 2 CFR 200.1.

ii. The terms "severe forms of trafficking in persons," "commercial sex act," "sex trafficking," "Abuse or threatened abuse of law or legal process," "coercion," "debt bondage," and "involuntary servitude" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

23. **AIP Funded Work Included in a PFC Application.** Within 120 days of acceptance of this Grant Agreement, the Sponsor must submit to the FAA an amendment to any approved Passenger Facility Charge (PFC) application that contains an approved PFC project also covered under this Grant Agreement as described in the project application. The airport sponsor may not make any expenditure under this Grant Agreement until project work addressed under this Grant Agreement is removed from an approved PFC application by amendment.

24. **Exhibit "A" Property Map.** The Exhibit "A" Property Map dated January 6, 2022, is incorporated herein by reference or is submitted with the project application and made part of this Grant Agreement.

25. **Employee Protection from Reprisal.** In accordance with 2 CFR § 200.217 and 41 U.S.C. § 4712, an employee of a grantee, subgrantee contractor, recipient or 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 grantee, subgrantee, contractor, recipient, or 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.

26. **Prohibited Telecommunications and Video Surveillance Services and Equipment.** The Sponsor agrees to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [P.L. 115-232 § 889(f)] and 2 CFR § 200.216.

27. **Critical Infrastructure Security and Resilience.** The Sponsor acknowledges that it has considered and addressed physical and cybersecurity and resilience in its project planning, design, and oversight, as determined by the DOT and the Department of Homeland Security (DHS). For airports that do not have specific DOT or DHS cybersecurity requirements, the FAA encourages the voluntary adoption of the cybersecurity requirements from the Transportation Security Administration and Federal Security Director identified for security risk Category X airports.

28. **Title VI of the Civil Rights Act.** As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21), the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI

Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

29. **FAA Reauthorization Act of 2024.** This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register April 2025. On May 16, 2024, the FAA Reauthorization Act of 2024 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the FAA Reauthorization Act of 2024 is at https://www.congress.gov/bill/118th-congress/house-bill/3935/text.

30. **Applicable Federal Anti-Discrimination Laws.** Pursuant to Section (3)(b)(iv), Executive Order 1473, Ending Illegal Discrimination and Restoring Merit-Based Opportunity, the sponsor:

    a. Agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the government's payment decisions for purposes of 31 U.S.C. 3729(b)(4) and

    b. certifies that it does not operate any programs promoting diversity, equity, and inclusion (DEI) initiatives that violate any applicable Federal anti-discrimination laws.

31. **Federal Law and Public Policy Requirements.** The Sponsor shall ensure that Federal funding is expended in full accordance with the United States Constitution, Federal law, and statutory and public policy requirements: including but not limited to, those protecting free speech, religious liberty, public welfare, the environment, and prohibiting discrimination; and the Sponsor will cooperate with Federal officials in the enforcement of Federal law, including cooperating with and not impeding U.S. Immigration and Customs Enforcement (ICE) and other Federal offices and components of the Department of Homeland Security in and the enforcement of Federal immigration law.

32. **National Airspace System Requirements**

    a. The Sponsor shall cooperate with FAA activities installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System, including waiving permitting requirements and other restrictions affecting those activities to the maximum extent possible, and assisting the FAA in securing waivers of permitting or other restrictions from other authorities. The Sponsor shall not take actions that frustrate or prevent the FAA from installing, maintaining, replacing, improving, or operating equipment and facilities in or supporting the National Airspace System.

b. If FAA determines that the Sponsor has violated subsection (a), the FAA may impose a remedy, including:

(1) additional conditions on the award;

(2) consistent with 49 U.S.C chapter 471,.any remedy permitted under 2 C.F.R. 200.339–200.340, including withholding of payments; disallowance of previously reimbursed costs, requiring refunds from the Recipient to the DOT; suspension or termination of the award; or suspension and debarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

c. (In imposing a remedy under this condition, the FAA may elect to consider the interests of only the FAA.

d. The Sponsor acknowledges that amounts that the FAA requires the Sponsor to refund to the FAA due to a remedy under this condition constitute a debt to the Federal Government that the FAA may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–904).

33. **Signage Costs for Construction Projects.** The Sponsor agrees that it will require the prime contractor of a Federally- assisted airport improvement project to post signs consistent with a DOT/FAA-prescribed format, as may be requested by the DOT/FAA, and further agrees to remove any signs posted in response to requests received prior to February 1, 2025.

34. **Title 8 - U.S.C., Chapter 12, Subchapter II - Immigration**. The sponsor will follow applicable federal laws pertaining to Subchapter 12, and be subject to the penalties set forth in 8 U.S.C. § 1324, Bringing in and harboring certain aliens, and 8 U.S.C. § 1327, Aiding or assisting certain aliens to enter

SPECIAL CONDITIONS

35. **Solid Waste Recycling Plan.** The Sponsor certifies that it has a solid waste recycling plan as part of an existing Airport Master Plan, as prescribed by 49 U.S.C. § 47106(a)(6).

36. **Pavement Maintenance Management Program.** The Sponsor agrees that it will implement an effective airport pavement maintenance management program as required by Airport Sponsor Grant Assurance 11, Pavement Preventive Maintenance-Management, which is codified at 49 U.S.C. § 47105(e). The Sponsor agrees that it will use the program for the useful life of any pavement constructed, reconstructed, rehabilitated, or repaired with Federal financial assistance at the airport. The Sponsor further agrees that the program will:

    a. Follow the current version of FAA Advisory Circular 150/5380-6, "Guidelines and Procedures for Maintenance of Airport Pavements," for specific guidelines and procedures for maintaining airport pavements, establishing an effective maintenance program, specific types of distress and its probable cause, inspection guidelines, and recommended methods of repair;

    b. Detail the procedures to be followed to assure that proper pavement maintenance, both preventive and repair, is performed;

    c. Include a Pavement Inventory, Inspection Schedule, Record Keeping, Information Retrieval, and Reference, meeting the following requirements:

        1. Pavement Inventory. The following must be depicted in an appropriate form and level of detail:

            i. Location of all runways, taxiways, and aprons;

            ii. Dimensions;

            iii. Type of pavement; and,

            iv. Year of construction or most recent major reconstruction, rehabilitation, or repair.

        2. Inspection Schedule.

            i. Detailed Inspection. A detailed inspection must be performed at least once a year. If a history of recorded pavement deterioration is available, i.e., Pavement Condition Index (PCI) survey as set forth in the current version of Advisory Circular 150/5380-6, the frequency of inspections may be extended to three years.

            ii. Drive-By Inspection. A drive-by inspection must be performed a minimum of once per month to detect unexpected changes in the pavement condition. For drive-by inspections, the date of inspection and any maintenance performed must be recorded.

        3. Record Keeping. Complete information on the findings of all detailed inspections and on the maintenance performed must be recorded and kept on file for a minimum of five years. The type of distress, location, and remedial action, scheduled or performed, must be documented. The minimum information is:

            i. Inspection date;

            ii. Location;

            iii. Distress types; and

            iv. Maintenance scheduled or performed.

4. Information Retrieval System. The Sponsor must be able to retrieve the information and records produced by the pavement survey to provide a report to the FAA as may be required.

37. **Project Containing Paving Work in Excess of $500,000.** The Sponsor agrees to:

    a. Furnish a construction management program to the FAA prior to the start of construction which details the measures and procedures to be used to comply with the quality control provisions of the construction contract, including, but not limited to, all quality control provisions and tests required by the Federal specifications. The program must include as a minimum:

        1. The name of the person representing the Sponsor who has overall responsibility for contract administration for the project and the authority to take necessary actions to comply with the contract;

        2. Names of testing laboratories and consulting engineer firms with quality control responsibilities on the project, together with a description of the services to be provided;

        3. Procedures for determining that the testing laboratories meet the requirements of the ASTM International standards on laboratory evaluation referenced in the contract specifications (i.e., ASTM D 3666, ASTM C 1077);

        4. Qualifications of engineering supervision and construction inspection personnel;

        5. A listing of all tests required by the contract specifications, including the type and frequency of tests to be taken, the method of sampling, the applicable test standard, and the acceptance criteria or tolerances permitted for each type of test; and

        6. Procedures for ensuring that the tests are taken in accordance with the program, that they are documented daily, and that the proper corrective actions, where necessary, are undertaken.

    b. Submit at completion of the project, a final test and quality assurance report documenting the summary results of all tests performed and highlighting those tests that indicated failure or that did not meet the applicable test standard. The report must include the pay reductions applied and the reasons for accepting any out-of-tolerance material. Submit interim test and quality assurance reports when requested by the FAA.

    c. Failure to provide a complete report as described above, or failure to perform such tests, will, absent any compelling justification, result in a reduction in Federal participation for costs incurred in connection with construction of the applicable pavement. Such reduction will be at the discretion of the FAA and will be based on the type or types of required tests not performed or not documented and will be commensurate with the proportion of applicable pavement with respect to the total pavement constructed under the Grant Agreement.

    d. The FAA, at its discretion, reserves the right to conduct independent tests and to reduce grant payments accordingly if such independent tests determine that Sponsor test results are inaccurate.

38. **Buy American Executive Orders.** The Sponsor agrees to abide by applicable Executive Orders in effect at the time this Grant Agreement is executed, including Executive Order 14005, Ensuring the Future Is Made in All of America by All of America's Workers.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the Grant Assurances, terms, and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

Jesse A Lyman

(Signature)

Jesse A Lyman

(Typed Name)

Manager, Denver Airports District Office

(Title of FAA Official)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

Part II - Acceptance

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the Grant Assurances, terms, and conditions in this Offer and in the Project Application.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated June 26, 2025

CITY OF PUEBLO, COLORADO

(Name of Sponsor)

Heather Graham

Heather Graham (Jun 26, 2025 08:54 MDT)

(Signature of Sponsor's Authorized Official)

By: Heather Graham

(Typed Name of Sponsor's Authorized Official)

Title: Mayor

(Title of Sponsor's Authorized Official)

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of __Colorado__. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative, who has been duly authorized to execute this Grant Agreement, which is in all respects due and proper and in accordance with the laws of the said State; and Title 49, United States Code (U.S.C.), Chapters 471 and 475; 49 U.S.C. §§ 40101 et seq., and 48103; FAA Reauthorization Act of 2018 (P.L. 115-254); the Department of Transportation Appropriations Act, 2021 (P.L. 116-260, Division L); the Consolidated Appropriations Act, 2022 (P.L. 117-103); Consolidated Appropriations Act, 2023 (P.L. 117-328); Consolidated Appropriations Act, 2024 (P.L. 118-42); FAA Reauthorization Act of 2024 (P.L. 118-63); and the representations contained in the Project Application. In addition, for grants involving projects to be carried out on property not owned by the Sponsor, there are no legal impediments that will prevent full performance by the Sponsor. Further, it is my opinion that the said Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated at _____

By: _____
(Signature of Sponsor's Attorney)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. § 1001 (False Statements) and could subject you to fines, imprisonment, or both.

ASSURANCES

AIRPORT SPONSORS

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this Grant Agreement.

B. Duration and Applicability.

1. Airport Development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this Grant Agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

The preceding paragraph (1) also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this Grant Agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 23, 25, 30, 32, 33, 34, 37, and 40 in Section C apply to planning projects. The terms, conditions, and assurances of this Grant Agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. General Federal Requirements

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Sponsor and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. subtitle VII, as amended.
b. Davis-Bacon Act, as amended — 40 U.S.C. §§ 3141-3144, 3146, and 3147, et seq.[1]
c. Federal Fair Labor Standards Act – 29 U.S.C. § 201, et seq.
d. Hatch Act – 5 U.S.C. § 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. § 4601, et seq.[1, 2]
f. National Historic Preservation Act of 1966 – Section 106 – 54 U.S.C. § 306108.[1]
g. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. § 312501, et seq.[1]
h. Native Americans Grave Repatriation Act – 25 U.S.C. § 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. § 7401, et seq.
j. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. § 1451, et seq.
k. Flood Disaster Protection Act of 1973 – Section 102(a) - 42 U.S.C. § 4012a.[1]
l. 49 U.S.C. § 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 – 29 U.S.C. § 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.) (prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 – 42 U.S.C. § 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968, as amended – 42 U.S.C. § 4151, et seq.[1]
s. Powerplant and Industrial Fuel Use Act of 1978 – Section 403 – 42 U.S.C. § 8373.[1]
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. § 3701, et seq.[1]
u. Copeland Anti-kickback Act – 18 U.S.C. § 874.[1]

v. National Environmental Policy Act of 1969 – 42 U.S.C. § 4321, et seq.[1]

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. § 1271, et seq.

x. Single Audit Act of 1984 – 31 U.S.C. § 7501, et seq.[2]

y. Drug-Free Workplace Act of 1988 – 41 U.S.C. §§ 8101 through 8105.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (P.L. 109-282, as amended by section 6202 of P.L. 110-252).

aa. Civil Rights Restoration Act of 1987, P.L. 100-259.

bb. Infrastructure Investment and Jobs Act, P.L. 117-58, Title VIII.

cc. Build America, Buy America Act, P.L. 117-58, Title IX.

dd. Endangered Species Act – 16 U.S.C. 1531, et seq.

ee. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681–1683 and 1685–1687.

ff. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.

gg. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

hh. Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. § 4541, et seq.

ii. Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. § 1352.

EXECUTIVE ORDERS

a. Executive Order 11990 – Protection of Wetlands

b. Executive Order 11988 – Floodplain Management

c. Executive Order 12372 – Intergovernmental Review of Federal Programs

d. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction[1]

e. Executive Order 14005 – Ensuring the Future is Made in all of America by All of America's Workers

f. Executive Order 14149 – Restoring Freedom of Speech and Ending Federal Censorship

g. Executive Order 14151 – Ending Radical and Wasteful Government DEI Programs and Preferencing

h. Executive Order 14154 – Unleashing American Energy

i. Executive Order 14168 – Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government

j. Executive Order 14173 – Ending Illegal Discrimination and Restoring Merit-Based Opportunity

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 and 1201 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [3, 4, 5]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 14 CFR Part 13 – Investigative and Enforcement Procedures.

e. 14 CFR Part 16 – Rules of Practice for Federally-Assisted Airport Enforcement Proceedings.

f. 14 CFR Part 150 – Airport Noise Compatibility Planning.

g. 28 CFR Part 35 – Nondiscrimination on the Basis of Disability in State and Local Government Services.

h. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for the Enforcement of Title VI of the Civil Rights Act of 1964.

i. 29 CFR Part 1 – Procedures for Predetermination of Wage Rates.[1]

j. 29 CFR Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.[1]

k. 29 CFR Part 5 – Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Nonconstruction Contracts Subject to the Contract Work Hours and Safety Standards Act).[1]

l. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally-assisted contracting requirements).[1]

m. 49 CFR Part 20 – New Restrictions on Lobbying.

n. 49 CFR Part 21 – Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964.

o. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally-Assisted Programs.[1, 2]

q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs.

r. 49 CFR Part 27 – Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance.[1]

s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

t. 49 CFR Part 30 – Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).

v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

w. 49 CFR Part 38 – Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles.

x. 49 CFR Part 41 – Seismic Safety.

FOOTNOTES TO ASSURANCE (C)(1)

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] 2 CFR Part 200 contains requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation shall apply where applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
[4] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[5] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this Grant Agreement.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this Grant Agreement which it will own or control.

4. Good Title.

a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. Subject to 49 U.S.C. § 47107(a)(16) and (x), it will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this Grant Agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this Grant Agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this Grant Agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to ensure that the airport will be operated and maintained in accordance with Title 49, United States Code, the regulations and the terms, conditions and assurances in this Grant Agreement and shall ensure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors

of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. Pavement Preventive Maintenance-Management.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under 49 U.S.C. § 44706, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the project in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. Minimum Wage Rates.

It shall include, in all contracts in excess of $2,000 for work on any projects funded under this Grant Agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor under 40 U.S.C. §§ 3141-3144, 3146, and 3147, Public Building, Property, and Works), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this Grant Agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in 49 U.S.C. § 47112. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this Grant Agreement, and, upon approval of the Secretary, shall be incorporated into this Grant Agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this Grant Agreement.

17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in

accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. Planning Projects.

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state, and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for:

   1. Operating the airport's aeronautical facilities whenever required;

   2. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

   3. Promptly notifying pilots of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood, or other climatic conditions

interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. Economic Nondiscrimination.

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:

1. Furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2. Charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers

which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees (including, but not limited to maintenance, repair, and fueling) that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for

which a Grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. Airport Revenues.

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

   1. If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

   2. If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor’s acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

   3. Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at 49 U.S.C. § 47102), if the FAA determines the airport sponsor meets the requirements set forth in Section 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of 49 U.S.C. § 47107.

26. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the

public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this Grant Agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

   1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

   2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that:

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. Airport Layout Plan.

a. The airport owner or operator will maintain a current airport layout plan of the airport showing:

1. boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2. the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;

3. the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and

4. all proposed and existing access points used to taxi aircraft across the airport's property boundary.

b. Subject to subsection 49 U.S.C. § 47107(x), the Secretary will review and approve or disapprove the plan and any revision or modification of the plan before the plan, revision, or modification takes effect.

c. The owner or operator will not make or allow any alteration in the airport or any of its facilities unless the alteration—

1. is outside the scope of the Secretary's review and approval authority as set forth in subsection (x); or

2. complies with the portions of the plan approved by the Secretary.

d. When the airport owner or operator makes a change or alteration in the airport or the facilities which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary:

1. eliminate such adverse effect in a manner approved by the Secretary; or

2. bear all costs of relocating such property or its replacement to a site acceptable to the Secretary and of restoring the property or its replacement to the level of safety, utility, efficiency, and cost of operation that existed before the alteration was made, except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, and national origin (including limited English proficiency) in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4); creed and sex per 49 U.S.C. § 47123 and related requirements; age per the Age Discrimination Act of 1975 and related requirements; or disability per the Americans with Disabilities Act of 1990 and related requirements, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any program and activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in 49 CFR §§ 21.23(b) and 21.23(e), the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

   1. Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

   2. Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

   3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

   The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

   1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

   2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this Grant Agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

   "The (**City of Pueblo, Colorado**), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, all businesses will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex , age, or disability in consideration for an award."

e. Required Contract Provisions.

   1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation (DOT), and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

   2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin (including limited English proficiency), creed, sex, age, or disability as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

    a. For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

    b. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. Disposal of Land.

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

    1. Reinvestment in an approved noise compatibility project;

    2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);

    3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;

    4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or

    5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

    If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United

States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order:

1. Reinvestment in an approved noise compatibility project;
2. Reinvestment in an approved project that is eligible for grant funding under 49 U.S.C. § 47117(e);
3. Reinvestment in an approved airport development project that is eligible for grant funding under 49 U.S.C. §§ 47114, 47115, or 47117;
4. Transfer to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport; or
5. Payment to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a), (b), or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. Engineering and Design Services.

If any phase of such project has received Federal funds under Chapter 471 subchapter 1 of Title 49 U.S.C., it will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services in the same manner as a contract for architectural and engineering services is negotiated under Chapter 11 of Title 40 U S.C., or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. Foreign Market Restrictions.

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

34. Policies, Standards, and Specifications.

It will carry out any project funded under an Airport Improvement Program Grant in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, current FAA Advisory Circulars (https://www.faa.gov/sites/faa.gov/files/aip-pfc-checklist_0.pdf) for AIP projects as of January 22, 2025.

35. Relocation and Real Property Acquisition.

a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.

b. It will provide a relocation assistance program offering the services described in Subpart C of 49 CFR Part 24 and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.

c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin, or sex, in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. § 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. §§ 3801-3809, 3812).

38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. Competitive Access.

a. If the airport owner or operator of a medium or large hub airport (as defined in 49 U.S.C. § 47102) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

1. Describes the requests;

2. Provides an explanation as to why the requests could not be accommodated; and

3. Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

40. Access to Leaded Aviation Gasoline

a. If 100-octane low lead aviation gasoline (100LL) was made available at an airport, at any time during calendar year 2022, an airport owner or operator may not restrict or prohibit the sale of, or self-fueling with, 100-octane low lead aviation gasoline.

b. This requirement remains until the earlier of December 31, 2030, or the date on which the airport or any retail fuel seller at the airport makes available an unleaded aviation gasoline that has been authorized for use by the FAA as a replacement for 100-octane low lead aviation gasoline for use in nearly all piston-engine aircraft and engine models; and meets either an industry consensus standard or other standard that facilitates the safe use, production, and distribution of such unleaded aviation gasoline, as determined appropriate by the FAA.

c. An airport owner or operator understands and agrees, that any violation of this grant assurance is subject to civil penalties as provided for in 49 U.S.C. § 46301(a)(8).

GRANT CERTIFICATION

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Grant No. 3-08-0046-053-2025

Rehabilitate East Apron (Construction)

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

Name (print) Greg Pedroza Date: 6/26/25

Signature:

Title: Director of Aviation

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 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

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF HUMAN SERVICES BEHAVIORAL HEALTH ADMINISTRATION, IN THE AMOUNT OF $301,000, FROM JULY 1, 2025, THROUGH JUNE 30, 2026, ESTABLISHING PROJECT NUMBER PS2509 AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2509, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The Colorado Department of Human Services Behavioral Health Administration has informed the Pueblo Police Department that funds are available to create, sustain, or expand co-responder programs. This grant covers the period from July 1, 2025, through June 30, 2026.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

This Ordinance, if approved, will allow the City of Pueblo to sustain the Crisis Intervention Team (CIT), a co-responder team for people in crisis situations. CIT is a partnership between the City of Pueblo Police Department and Health Solutions, merging the professional expertise of the police and behavioral health fields to improve the experiences and outcomes of persons in crisis. This total reflects the salary and benefits of three full-time clinicians. A Byrne SCIP award will be a transformative investment to deflect, redirect, or otherwise prevent people with behavioral health needs from the criminal justice system and into appropriate treatment. Equally important, it will significantly increase the resources of Pueblo Police to respond to criminal activity.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. This grant also pays 100% of eligible expenses and requires no grant match. Costs associated with this grant will be paid for through the Public Safety Grant fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

Decline the grant offer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 26 IBEH 198173 - K - City of Pueblo - BHAS - CoResp
2. Master Services Agreement (2025)

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD LETTER AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF HUMAN SERVICES BEHAVIORAL HEALTH ADMINISTRATION, IN THE AMOUNT OF $301,000, FROM JULY 1, 2025, THROUGH JUNE 30, 2026, ESTABLISHING PROJECT NUMBER PS2509 AND BUDGETING AND APPROPRIATING FUNDS INTO PROJECT NUMBER PS2509, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including it's Police Department, to accept funding from the State of Colorado for public and municipal purposes; and

WHEREAS, the Colorado Department of Human Services Behavioral Health Administration has tendered an Award Letter and Contract (the “Grant Award”) grant funding of an initial amount of $301,000.00 upon conditions recited therein or incorporated therein by reference;

WHEREAS, the State has made additional awards of funds in the past under previous grant awards and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The grant award between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Department of Human Services Behavioral Health Administration, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is hereby authorized to execute the Signature Page in the name of and on behalf of the City, and the City Clerk shall affix the Seal of the City and attest the same.

SECTION 3.

The Pueblo Police Department is empowered to apply for and accept additional grant awards pursuant to this grant award as those funds are made available by the State of Colorado.

SECTION 4.

Project number PS2509 is hereby established in the Public Safety Grants fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into Project Number PS2509 by the Finance Department. Said funds shall only be expended and used for this project.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

State of Colorado
Department of Human Services Contract

Signature and Cover Pages

CMS #:
26 IBEH 198173

eClearance#:
2505577

State Agency
Colorado Department of Human Services
Behavioral Health Administration

Contract Maximum Amount
Initial Term
State Fiscal Year 2026 $301,000.00

Extension Terms
None

Maximum Amount for
All Fiscal Years $301,000.00

Pricing/Funding
Price Structure: Cost Reimbursement
Contractor shall invoice: Monthly
Fund Source: State General Fund

Contractor
City of Pueblo for the benefit and use of the Pueblo Police Department

Contractor's State of Incorporation: CO

Contract Performance Beginning Date
The later of the Effective Date or July 1, 2025

Initial Contract Expiration Date
June 30, 2026

Except as stated in **§2.D**, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 Years from its Performance Beginning Date.

Options
The State shall have the following options if indicated with "Yes," as further described in §2.C and §5.B.v:
Option to Extend Term per §2.C: Yes.
Option to Increase or Decrease Maximum Amount per §5.B.v: Yes.

Insurance

Contractor shall maintain the following insurance if indicated with "Yes," as further described in §10:

Worker's Compensation: Yes
General Liability: Yes
Automobile Liability: Yes
Protected Information: Yes
Professional Liability Insurance: Yes
Cyber/Net. Security-Privacy Liability Insurance: No
Crime Insurance: No

State Representative

Monique Maurice, Chief Financial Officer
Behavioral Health Administration
710 South Ash Street C140
Denver CO 80204
monique.maurice@state.co.us

Miscellaneous

Authority to enter into this Contract exists in: C.R.S. 27-60-104
Law-Specified Vendor Statute (if any): N/A
Procurement Method: Request for Proposal
Solicitation Number (if any): RFP IBEH 2025*152

Contractor Representative

Heather Graham, Grant Administrator
Pueblo Police Department
1 City Hall Place
Pueblo, CO 81003
hgraham@pueblo.us

Exhibits

The following Exhibits are attached and incorporated into this Contract:
Exhibit A – Statement of Work
Exhibit B – Budget
Exhibit C – Miscellaneous Provisions
Exhibit D – HIPAA BAA

Contract Purpose

The purpose of this project is to create, sustain, or expand Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor.

Signature Page Begins on Next Page

The rest of this page is intentionally left blank.

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

The parties hereto have executed this contract

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

Contractor

City of Pueblo for the benefit and use of the Pueblo Police Department

By: Heather Graham, Grant Administrator

Date: _____

State of Colorado

Jared S. Polis, Governor
Department of Human Services
Michelle Barnes, Executive Director

By: Dannette R. Smith, Commissioner
Behavioral Health Administration

Date: _____

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

State Controller

Robert Jaros, CPA, MBA, JD

By: Telly Belton/Toni Williamson/Amanda Rios

Effective Date:_____

-- Signature and Cover Pages End --

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

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1. Parties

This Contract is entered into by and between Contractor named on the Signature and Cover Pages for this Contract (the "Contractor"), and the STATE OF COLORADO acting by and through the Department of Human Services (the "State" or "CDHS"). Contractor and the State agree to the terms and conditions in this Contract.

2. Term and Effective Date

A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

B. Initial Term

The Parties' respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Signature and Cover Pages for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Signature and Cover Pages for this Contract (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Contract.

C. Extension Terms – State's Option

If the Signature and Cover Pages for this Contract shows that the State has the Option to Extend Term, then the State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, at the same rates and under the same terms specified in the Contract (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §23 "Sample Option Letter." The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed 5 years from its Performance Beginning Date, or the number of years specified on the Signature and Cover Pages if such number is less than 5 years, absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §15, may unilaterally extend such Initial Term or Extension Term for a period not to exceed 2 months (an "End of Term Extension" or "Holdover"), regardless of whether additional Extension

Terms are available or not. Any such extension shall be under the same terms and conditions of the operative Contract including, but not limited to, prices, rates, and service delivery requirements. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of the Contract.

E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for Breach of Contract by Contractor, which shall be governed by §12.A.i.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §15. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.A.i.a.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor which are directly attributable to the uncompleted portion of

Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

3. Definitions

The following terms shall be construed and interpreted as follows:

A. **"Breach of Contract"** means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization, or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under § 24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.

B. **"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 as listed in § 24-11-101(1) C.R.S.

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

D. **"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.

E. **"Contract"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto. For purposes of clarification and the removal of any doubt, subject to any future modifications thereto, the Signature and Cover Pages and Sections 1 through 21, as identified in the Table of Contents herein above, shall constitute the "main body" of this Contract exclusively.

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

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

H. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible object or software that is produced as a result of Contractor's Work that is intended to be delivered to the State by the Contractor.

I. **"Effective Date"** means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State's Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Signature and Cover Page for this Contract.

J. **"End of Term Extension"** means the time period defined in §2.D.

K. **"Exhibits"** means the exhibits and attachments included with this Contract as shown on the Signature and Cover Pages for this Contract.

L. **"Extension Term"** means the time period defined in §2.C.

M. **"Goods"** means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.

N. **"Incident"** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et. seq., C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

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

P. **"Party"** means the State or Contractor, and "Parties" means both the State and Contractor.

Q. **"PCI"** means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by State or federal law.

R. **"PHI"** means any individually identifiable health information, transmitted or maintained in electronic or any form or medium, including but not limited to demographic information,, (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.

S. **"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 and 24-73-101, C.R.S. "PII" shall also mean "Personal Identifying Information" as set forth in § 24-74-102, et. seq., C.R.S.

T. **"Services"** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.

U. **"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, PHI, PCI, Tax Information, CJI, Educational Records, Substance Use Disorder Information, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

W. **"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.

X. **"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.

Y. **"Subcontractor"** means any third-parties engaged by Contractor to aid in performance of the Work.

Z. **"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.

AA. **"Work"** means the Goods delivered and Services performed pursuant to this Contract.

BB. **"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 Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of the Exhibits. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

5. Payments to Contractor

A. Maximum Amount

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that term shown on the Signature and Cover Pages for this Contract.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Contractor in the amounts and in accordance with the Exhibits.
b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State. Invoicing is a material component of Contract performance and corresponding Deliverables. Invoices shall be due to the State within 45 days of work performed by the Contractor, unless otherwise stated in the Exhibits hereto. Invoicing shall be done accurately and per any specifications set forth in the Exhibits hereto. Time is of the essence in this regard. If Contractor fails to timely and/or properly invoice the State, the State may not be obligated to pay the bill resulting from said invoice. Failure to timely and/or properly invoice the State is a material breach of this Contract which would be cause for the State to refuse payment and/or terminate the contract on these grounds in whole or in part, at the State's discretion.
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 Contractor 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 Contractor 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 Contract.

ii. Interest

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

iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract 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 Contract Funds the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, 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 Contract were terminated in the public

interest as described in §2.E.

v. Option to Increase Maximum Amount

If the Signature and Cover Pages for this Contract show that the State has the Option to Increase or Decrease Maximum Amount, then the State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon the rates established in this Contract, and increase or decrease the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to §23 "Sample Option Letter." Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract. The State may include and incorporate a revised budget with the option letter, as long as the revised budget does not unilaterally change rates or terms specified in the Contract.

6. Reporting – Notification

A. Quarterly Reports.

In addition to any reports required pursuant to §17 or pursuant to any other Exhibit, for any contract having a term longer than three months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State at the time or times specified by the State in this Contract, or, if no time is specified in this Contract, not later than five Business Days following the end of each calendar quarter.

B. Litigation Reporting

If Contractor 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 Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 5 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Signature and Cover Pages for this Contract.

C. Performance Outside the State of Colorado or the United States, § 24-102-206 C.R.S.

To the extent not previously disclosed in accordance with §24-102-206, C.R.S., Contractor shall provide written notice to the State, in accordance with §15 and in a form designated by the State, within 20 days following the earlier to occur of Contractor's decision to perform Services outside of the State of Colorado or the United States, or its execution of an agreement with a Subcontractor to perform, Services outside the State of Colorado or the United States. Such notice shall specify the type of Services to be performed outside the State of Colorado or the United States and the reason why it is necessary or advantageous to perform such Services at such location or locations, and such notice shall be a public record. Knowing failure by Contractor to provide notice to the State under this section shall constitute a Breach of Contract. This section shall not apply if the Contract Funds include any federal funds.

7. Contractor Records

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of:

i. the date three years after the date this Contract expires or is terminated,
ii. final payment under this Contract is made,
iii. the resolution of any pending Contract matters, or
iv. if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State, the federal government, and any duly authorized agent of a governmental entity, to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or

at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

8. Confidential Information-State Records

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor 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 Contract, permitted by law or approved in writing by the State. Contractor 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. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor 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 Contract 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 Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor 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 Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Contractor 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. Contractor shall provide the State with access, subject to Contractor'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 Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, Contractor 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 Contractor can establish that Contractor and its Subcontractors are not the cause or source of the Incident, Contractor shall

be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor 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 Contractor shall make all modifications as directed by the State. If Contractor cannot produce its analysis and plan within the allotted time, the State, in its discretion, may perform such analysis and produce a remediation plan, and Contractor shall reimburse the State for the actual costs thereof. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with the results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor 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 described in Section 21 below on an annual basis Contractor's duty and obligation to certify as set forth in Section 21 below 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, 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.

9. Conflicts of Interest

A. Actual Conflicts of Interest

Contractor 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 Contractor under this Contract. Such a conflict of interest would arise when a Contractor 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 Contract.

B. Apparent Conflicts of Interest

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

C. Disclosure To the State

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

D. Contractor acknowledges that all state employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that state employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this contract.

10. Insurance

Contractor 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 Contract to the extent that such insurance policies are required as shown on the Signature

and Cover Page for this Contract. All insurance policies required by this Contract shall be issued by insurance companies as approved by the State. These insurance requirements shall not be construed as caps or limitations on liability.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;
ii. $1,000,000 general aggregate;
iii. $1,000,000 products and completed operations aggregate; and
iv. $50,000 any one fire.

C. 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.

D. Protected Information

Liability insurance covering all civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and all loss income or extra expense as a result of actual or alleged breach, violation or infringement of a right to privacy, consumer data protection law, confidentiality or other legal protection for personal information as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.
iii. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 10 or fewer individuals or revenues of $250,000 or less, Contractor shall maintain limits of not less than $50,000.

iv. Notwithstanding sections D(i) and (ii) above, if Contractor has State Confidential Information for 25 or fewer individuals or revenues of $500,000 or less, Contractor shall maintain limits of not less than $100,000.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $1,000,000 general aggregate.

G. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and
ii. $2,000,000 general aggregate.

H. 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 Contractor and Subcontractors.

I. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary and noncontributory over any insurance or self-insurance program carried by Contractor or the State.

J. Cancellation

The above 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 Contractor and Contractor shall forward such notice to the State in accordance with §15 within seven days of Contractor's receipt of such notice.

K. Subrogation Waiver

All insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

L. Public Entities

If Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, et seq., C.R.S. (the "GIA"), Contractor shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Contractor shall ensure that the Subcontractor maintains at all times during the terms of this Contract, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

M. Certificates

Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within seven Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within seven Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage

required under this Contract within seven Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

11. Breach of Contract

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in the Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Contract or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Contract

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor 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, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor 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 Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor'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 Contract had been terminated in the public interest under §2.E.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor 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 Contractor's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor 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 Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor'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. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State, (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §14, shall have all remedies available at law and equity.

13. State's Right of Removal

The State retains the right to demand, at any time, regardless of whether Contractor is in breach, the immediate removal of any of Contractor's employees, agents, or subcontractors from the work whom the State, in its sole discretion, deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

14. Dispute Resolution

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §14.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 CDHS as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §24-106-109, C.R.S., and §§24-109-101.1 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.

15. Notices and Representatives

Each individual identified on the Signature and Cover Pages shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party's principal representative at the address set forth on the Signature and Cover Pages for this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Signature and Cover Pages for this Contract. 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 section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

16. Rights in Work Product and Other Information

A. Work Product

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, Contractor 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 Contractor cannot make any of the assignments required by this section, Contractor 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, 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, Contractor 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 Contractor 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 Contractor is under contract with the State at the time, Contractor 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. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire. Contractor

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 Contract, all State Records, documents, text, software, (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Contractor are the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor 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 Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor 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 Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement:

i. entered into as exhibits to this Contract;
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.

17. Statewide Contract Management System

If the maximum amount payable to Contractor under this Contract is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Contractor agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 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"). Contractor's performance shall be subject

to evaluation and review in accordance with the terms and conditions of this Contract, Colorado statutes governing CMS, and State Fiscal Rules and State Controller Policies.

18. General Provisions

A. Assignment

Contractor's rights and obligations under this Contract 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 Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract.

B. Subcontracts

Unless other restrictions are required elsewhere in this Contract, Contractor shall not enter into any subcontract in connection with its obligations under this Contract without providing notice to the State. The State may reject any such subcontract, and Contractor shall terminate any subcontract that is rejected by the State and shall not allow any Subcontractor to perform any Work after that Subcontractor's subcontract has been rejected by the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract 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 Contract.

C. Binding Effect

Except as otherwise provided in §18.A., all provisions of this Contract, 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 Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract 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 Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract 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 Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Contract 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.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract 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 Contract.

K. Order of Precedence

In the event of a conflict or inconsistency between this Contract and any Exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. HIPAA Business Associate Agreement (if any).
ii. Federal Provisions (if any).
iii. Colorado Special Provisions in §19 of the main body of this Contract.
iv. Information Technology Provisions Exhibit (if any).
v. The provisions of the other sections of the main body of this Contract.
vi. PII Certification (if any)
vii. Any other Exhibit(s) shall take precedence in alphabetical order.

L. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Contract.

M. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of the Contract.

N. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of the Contract shall survive the termination or expiration of the Contract and shall be enforceable by the other Party.

O. 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 Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

P. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §18.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract 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 Contract are incidental to the Contract, and do not create any rights for such third parties.

Q. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, 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.

R. Cora Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

S. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

T. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Contract, 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 licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

U. Indemnification

i. Applicability

This entire §18.U does not apply to Contractor if Contractor is a "public entity" within the meaning of the GIA.

ii. General Indemnification

Contractor 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 Contractor, or its employees, agents, Subcontractors, or assignees in connection with this Contract.

iii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Contractor in violation of §8 may be cause for legal action by third parties against Contractor, the State, or their respective agents. Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Contractor, or its employees, agents, assigns, or Subcontractors in violation of §8.

iv. Intellectual Property Indemnification

Contractor shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that

any Deliverable, Good or Service, software, or Work Product provided by Contractor under this Contract (collectively, "IP Deliverables"), or the use thereof, infringes a patent, copyright, trademark, trade secret, or any other intellectual property right. Contractor's obligations hereunder shall not extend to the combination of any IP Deliverables provided by Contractor with any other product, system, or method, unless the other product, system, or method is (a) provided by Contractor or Contractor's subsidiaries or affiliates; (b) specified by Contractor to work with the IP Deliverables; (c) reasonably required in order to use the IP Deliverables in its intended manner and the infringement could not have been avoided by substituting another reasonably available product, system, or method capable of performing the same function; or (d) is reasonably expected to be used in combination with the IP Deliverables.

v. Accessibility

a. Contractor shall comply with and the Work Product provided under this Contract 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. Contractor 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.
b. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor'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 the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.
c. Accessibility Indemnification: Contractor shall indemnify, save, and hold harmless the state, its employees, agents and assignees (collectively, 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 Contractor'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 the Office of Information Technology pursuant to Section §24-85-103 (2.5), C.R.S.

V. Other

i. Compliance with State and Federal Law, Regulations, & Executive Orders

Contractor shall comply with all State and, if Federal funding is involved, Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Contract.

19. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

These Special Provisions apply to all contracts except where noted in {grey highlighted braces}.

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(2.6), C.R.S., 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.

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

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this 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 strictly 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.

H. Software Piracy Prohibition.

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.

J. Vendor Offset and Erroneous Payments. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for:

i. unpaid child support debts or child support arrearages;
ii. unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, et seq., C.R.S.;
iii. unpaid loans due to the Student Loan Division of the Department of Higher Education;
iv. amounts required to be paid to the Unemployment Compensation Fund; and
v. other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Contractor in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Contractor by deduction from subsequent payments under this Contract, deduction from any payment due under any

other contracts, grants or agreements between the State and Contractor, or by any other appropriate method for collecting debts owed to the State.

20. Department of Human Services Provisions

A. Exclusion, Debarment and/or Suspension

Contractor represents and warrants that Contractor, its employees, agents, assigns, or Subcontractors, are not presently excluded from participation, debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise ineligible to participate in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program by any federal or State of Colorado department or agency. If Contractor, its employees, agents, assigns, or Subcontractors, are excluded from participation, or becomes otherwise ineligible to participate in any such program during the term of this Contract, Contractor shall notify the State in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to Contractor, the State may immediately terminate this Contract.

B. Emergency Planning

If Contractor provides Work that is an extension of State work performed as part of the State of Colorado Emergency Operations Plan or for a publicly funded safety net program, as defined by C.R.S. § 24-33.5-701 et seq., Contractor shall perform the Work in accordance with the State's Emergency Operations Plan or continuity of operations plan in the event of an emergency. If requested, Contractor shall provide a plan and reporting information to ensure compliance with the State's Emergency Operations Plan and C.R.S. § 24-33.5-701 et seq.

C. Restrictions On Public Benefits

If applicable, Contractor shall comply with C.R.S. §§ 24-76.5-101 – 103 exactly as the State is required to comply with C.R.S. §§ 24-76.5-101 – 103.

D. Discrimination

Contractor shall not:

i. discriminate against any person on the basis of gender, race, ethnicity, religion, national origin, age, sexual orientation, gender identity, citizenship status, education, disability, socio-economic status, or any other identity.

ii. exclude from participation in, or deny benefits to any qualified individual with a disability, by reason of such disability.

Any person who thinks he/she has been discriminated against as related to the performance of this Contract has the right to assert a claim, Colorado Civil Rights Division, C.R.S. §24-34-301, et seq.

E. Criminal Background Check

Pursuant to C.R.S. §27-90-111 and CDHS Policy VI-2.4, any independent contractor, and its agent(s), who is designated by the Executive Director or the Executive Director's designee to be a contracting employee under C.R.S. §27-90-111, who has direct contact with vulnerable persons in a state-operated facility, or who provides state-funded services that involve direct contact with vulnerable persons in the vulnerable person's home or residence, shall:

i. submit to and successfully pass a criminal background check, and
ii. report any arrests, charges, or summonses for any disqualifying offense as specified by C.R.S. §27-90-111 to the State.

Any Contractor or its agent(s), who does not comply with C.R.S. §27-90-111 and CDHS Policy VI-2.4, may, at the sole discretion of the State, be suspended or terminated.

F. Fraud Policy

Contractor shall comply with the current CDHS Fraud Policy.

G. C-Stat - Performance Based Program Analysis and Management Strategy (C-Stat Strategy)

Without any additional cost to the State, Contractor shall collect and maintain Contract performance data, as determined solely by the State. Upon request, Contractor shall provide the Contract performance data to the State. This provision does not allow the State to impose unilateral changes to performance requirements.

H. COVID-19 Pandemic

CDHS operates many facilities across the State and with regard to the COVID-19 Pandemic, Contractor may be subject to local or state public health orders, Department policy, individual facility policy, or any other requirement that could impose additional requirements on the Contractor. If so, Contractor shall promptly comply upon notice.

21. Third Party Certification for Access to PII Through a Database or Automated Network

Pursuant to § 24-74-105, C.R.S, if Contractor is to be granted access to Personal Identifying Information through a database or automated network that is not publicly available information, Contractor certifies, and will certify annually, under penalty of perjury that Contractor 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.

If Contractor's agents, employees, assigns or Subcontractors require certification pursuant to § 24-74-105, C.R.S., Contractor shall require annually that its agents, employees, assigns or Subcontractors sign and date the following certifications as applicable, which shall be made available to the State upon request:

> **For an individual**: *Pursuant to § 24-74-105, C.R.S., I hereby certify under the penalty of perjury that I have 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.*
>
> **For and entity/organization**: *Pursuant to § 24-74-105, C.R.S., I, _____, on behalf of _____ (legal name of entity / organization) (the "Organization"), hereby certify under the penalty of perjury that the Organization 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 Organization.

22. Federal Provisions

A. Applicability of Provisions.

i. This Federal Provisions section shall apply in the event that the Contract is funded, in whole or in part, with an Award of Federal funds. Contractor shall confirm with their CDHS Contact for their Contract if this Contract is funded in whole or in part by federal funds. Where Federal funds are not used to fund this Contract, then this Federal Provisions section shall not apply, but remains in this Contract due to the template nature of this Contract.

ii. If the Contract is funded in whole or in part with Federal funds, and in the event of a conflict between this Federal Provisions section, the Special Provisions, the body of the Contract, or any attachments or exhibits made a part of the Contract, the provisions of this Federal Provisions section shall control. Exceptions to this are as follows:

a. If the Supplemental Provisions for Federal Awards Exhibit is attached to this Contract, then in the event of a conflict amongst provisions, the Supplemental Provisions for Federal Awards exhibit shall control over the provisions of this Federal Provisions section.

b. If the SLFRF Subrecipient Provisions Exhibit is attached to this Contract, then in the event of a conflict amongst provisions, the SLFRF Subrecipient Provisions Exhibit shall control over the provisions of this Federal Provisions section.

B. Compliance.

i. Contractor shall comply with all applicable provisions of the Transparency Act (the Federal Funding Accountability and Transparency Act of 2006 [Public Law 109-282], as amended by section 6202 of Public Law 110-252) all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

C. System for Award Management (SAM) and Unique Entity Id Requirements.

i. 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.

ii. Unique Entity ID. Contractor shall provide its Unique Entity ID to its Recipient, and shall update Contractor's information at http://www.sam.gov at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

D. Contract Provisions Required by Uniform Guidance Appendix II To Part 200.

i. **Contracts for more than the simplified acquisition threshold**, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. The simplified acquisitions threshold is $250,000

ii. **All contracts in excess of $10,000 must address termination for cause and for convenience** by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

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

iv. **Davis-Bacon Act**, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the

current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

v. **Contract Work Hours and Safety Standards Act** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

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

vii. **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).

viii. **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.

ix. 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.

x. Prohibition on certain telecommunications and video surveillance services or equipment §2 CFR 200.216

a. Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:
    1) Procure or obtain;
    2) Extend or renew a contract to procure or obtain; or
    3) Enter into a contract (or extend a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

xi. **Contracts with small and minority businesses, women's business enterprises, and labor surplus area firms. (2 CFR §200.321).** The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

xii. **Domestic preferences for procurements. (2 CFR §200.322)** As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum,

steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

xiii. **Procurement of recovered materials. (2 CFR §200.323)** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

E. Termination for Convenience of the Government

i. Pursuant to §4.2 of these Federal Provisions, the State of Colorado may terminate this contract, in whole or in part, when it is in the Government's interest. Solicitations and contracts shall include clauses as required by FAR 49.502 (2023). Termination for convenience of the government shall comply with the following provisions of the Federal Acquisition Regulations:

a. For Fixed Price Contracts: FAR 52.249-2 (2023)
b. For Contracts for Personal Services: FAR 52.249-12 (2023)
c. For Construction Contracts for Dismantling, Demolition, or Removal of Improvements: FAR 52.249-3 (2023)
d. For Educational and Other Nonprofit Institutions: FAR 52.249-5 (2023)

F. Event of Default.

i. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

23. Sample Option Letter

SAMPLE OPTION LETTER (If Applicable)

1. State Agency

[Insert Department's or IHE's Full Legal Name]

2. Contractor

[Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...]

3. Current Contract Maximum Amount

Initial Term

[State Fiscal Year 20xx	$0.00]

Extension Terms

[State Fiscal Year 20xx	$0.00
State Fiscal Year 20xx	$0.00
State Fiscal Year 20xx	$0.00
State Fiscal Year 20xx	$0.00]
Total for All State Fiscal Years	[$0.00]

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

4. Original Contract Number

[Insert CMS number or Other Contract Number of the Original Contract]

5. Option Contract Number

[Insert CMS number or Other Contract Number of this Option]

Contract Performance Beginning Date

[Month Day, Year]

Current Contract Expiration Date

[Month Day, Year]

1. Options:

- Option to extend for an Extension Term
- Option to change the quantity of Goods under the Contract
- Option to change the quantity of Services under the Contract
- Option to modify Contract rates
- Option to initiate next phase of the Contract

- **Required Provisions:**

A. **%For use with Option 1(A):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.

B. **%For use with Options 1(B and C):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Contract, as amended.

C. **%For use with Option 1(D):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in [Exhibit/Section] [Number/Letter]. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.

D. **%For use with Option 1(E):%** In accordance with Section(s) [Number] of the Original Contract referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.,] which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Number].

E. **%For use with all Options that modify the Contract Maximum Amount:%** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

- **OPTION EFFECTIVE DATE:**

The effective date of this Option Letter is upon approval of the State Controller [or [_____], whichever is later].

Sample Only – Do Not Sign

Signature page begins on next page.

COLORADO
Financial Services
Department of Human Services
Division of Contracts and Procurement

STATE OF COLORADO	STATE CONTROLLER
Jared Polis, Governor	**Robert Jaros, CPA, MBA, JD**
[INSERT-Name of Agency or IHE]	
[INSERT-Name & Title of Head of Agency or IHE]	
By: Name & of Title Person Signing for Agency or IHE	By: Telly Belton/Toni Williamson/Amanda Rios
Date: _____	Option Effective Date: _____
	In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated above by the State Controller or an authorized delegate.

Sample Only – Do Not Sign

Exhibit A – Statement of Work

Article 1
Purpose and Target Population

1.1 Purpose

Co-Responder Programs ("Programs") create and foster partnerships between behavioral health professionals and law enforcement, (which may include other first responders if necessary). Co-Responder Programs identify calls for police service where behavioral health (mental health and/or substance use) appear to be a relevant factor and then provide effective responses to individuals in crisis and those with behavioral health needs. The law enforcement officer and the behavioral health specialist's combined expertise aims to improve de-escalation of situations, deflect individuals away from involvement with the criminal justice system and/or unnecessary hospitalization, and link them to appropriate services.

Taking population density and other available resources into consideration, the program and team structure varies between locations to best meet the needs of the community and the partnering agencies. There are generally two approaches, a primary or secondary response model. A primary response is that which the clinician is paired with an officer for joint response, and typically the officer's time is dedicated to the program; Secondary response is that which the clinician responds to requests from officers or dispatch and is not generally paired directly with an officer.

The purpose of this project is to create, sustain, or expand Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor. The behavioral health provider can provide assessment, crisis intervention services, and referrals on scene. They may also provide follow-up and connections to additional resources when necessary.

1.2 Target Population

Individuals who have been brought to the attention of law enforcement and appear to be experiencing a behavioral health crisis or who have other behavioral health needs, as determined by the awarded Contractor and their Program policies. This includes individuals at risk for low-level offenses, misdemeanor crimes, and individuals who have had repeated contact with law enforcement. The awarded Contractor may expand eligibility criteria to meet specific community needs.

Article 2

Definitions and Acronyms

2.1 **"BAA"** means Business Associate Agreement, as defined in Exhibit C - HIPAA Business Associate Addendum - Qualified Service Organization Addendum.

2.2 **"BHA"** means Behavioral Health Administration established in Section 27-50-102, C.R.S.

2.3 **"CDHS"** means Colorado Department of Human Services which is the principal department of the Colorado state government that operates the state's social services.

2.4 **"Co-Responder Program"** means Co-Responder Programs, which dispatch behavioral health Co-Responders along with law enforcement, or provide a joint secondary response on calls for service wherein behavioral health appears to be a relevant factor.

2.5 "**Contract**" means this statement of work, including all other Exhibits associated with this Request for Applications (RFA). Hereinto incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

2.6 "**Contractor**" means the awarded party with whom the BHA will enter into an agreement.

2.7 **"Critical Incident"** means a situation in which death, physical assault and/or serious injuries are sustained by Program staff or clients that occurs during a Co-Responder intervention or response.

2.8 **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996.

2.9 **"Program"** means Co-Responder program.

2.10 **"Program/Project Manager"** means the person responsible and accountable for managing the Contractor's Co-Responder Program.

2.11 **"Program Coordination Group"** means the group that oversees the Program's implementation and progress.

2.12 **"RNR"** means the Risk-Need-Responsivity model of assessment and treatment to determine risk of recidivism, criminogenic needs, and responsivity of interventions.

2.13 "**Steering Committee"** means the group responsible for guiding any changes or issues around the implementation and development of the Program.

Article 3

Activities and Services

3.1 Allowable Uses of Funding

The Contractor may use funds to support, with the approval of BHA, items including but not limited to, the following:

(a) Program personnel, project management and community engagement.
(b) Temporary services and treatments necessary to stabilize a participant's condition, including necessary housing.
(c) Outreach.
(d) Direct costs for services.
(e) Specialized program training.
(f) Dedicated law enforcement resources, including overtime required for participation in operational meetings and training.
(g) Training and technical assistance from experts in the implementation of Co-Responder Services Programs in other jurisdictions.
(h) Collecting and maintaining the data necessary for program evaluation.

3.2 Work Plan

(a) The Contractor shall provide BHA with a Work Plan as part of the application, using the BHA-provided template, for review and approval. See RFA Exhibit G - Co-Responder Work Plan document.
(b) The Contractor shall meet with BHA monthly to review progress on the work plan.
(c) An updated Work Plan must be submitted on an annual basis, at a minimum, for review and approval.
    i. Report Title: Revised Work Plan
    ii. Deadline: Due 30 days from Contract Effective Date and annually thereafter
    iii. Deliverables: Program Manager shall provide email address during contract execution process

3.3 The Contractor shall respond to communications from the BHA within five (5) calendar days.

3.4 Start-up Period for Project Development

The Contractor shall be permitted a start-up period of up to three (3) months from the date of execution of the contract. At the end of this period, the Contractor shall be expected to have all required program partnerships and contracts finalized and be ready

to begin program operations. If the Contractor is unable to implement the program within three months' time, the Contractor will be placed on a performance improvement plan and the Contractor shall work with BHA on drafting and meeting this performance improvement plan.

3.5 Steering Committee

(a) The Contractor shall develop and maintain a Steering Committee to oversee the implementation and ongoing development of the Program for the duration of the Contract term. The Steering Committee shall meet at least biannually to discuss, problem-solve and/or guide any changes or issues around the implementation and ongoing development of the Program. The Steering Committee shall include high-level, decision-making representatives from each of the key local stakeholder disciplines listed below:

i. Lead law enforcement agency representative.
ii. Behavioral health service provider representative.
iii. Impacted individual and/or consumer or family member.
iv. Local hospital representative and;
v. Crisis Services representative.

(b) The Contractor shall also include other entities in the Steering Committee, which in its determination, are integral to the success of the Program. Entities may include prosecutors, jail administrators, advocacy groups, and harm reduction agencies.

(c) The Steering Committee shall be charged with the following:

i. To perform an initial examination of the nature of the problem to help develop the Program's objectives and design.
ii. To consider how the Program relates to other local criminal justice or behavioral health partnerships that may be in place or are in the process of being established.
iii. To support a forum for planning decisions during the implementation phase, and to provide ongoing leadership, problem-solving and design modifications throughout the life of the Program.
iv. To designate appropriate staff to make up a Program Coordination Group.
v. To identify any barriers to the Program's success and help reduce and resolve the impacts of barriers on the Program (such as identification of facilities).

vi. To develop procedures to ensure that essential information is shared in an appropriate and timely manner.

1) Report Title: Steering Committee & Program Coordination Group Rosters
2) Deadline: Sixty (60) days after contract execution and as updated
3) Deliverables: cdhs_bhadeliverables@state.co.us

3.6 Program Coordination Group

(a) The Contractor shall develop and maintain a Program Coordination Group to guide and support the Program operations. If the creation of two separate groups is unrealistic due to workforce and/or resource limitations, this Program Coordination Group may be the same as the Steering Committee.

(b) The Program Coordination Group shall:

i. Oversee officer and Program training implementation, as specified in Article 3.11 below.
ii. Measure the Program's progress toward achieving stated goals.
iii. Resolve ongoing challenges to the Program's effectiveness; and
iv. Inform agency leaders and other policymakers of Program costs, developments, and progress.

(c) The Contractor shall designate a law enforcement Program Champion within each partnering law enforcement agency to serve as the agency's representative on the Program Coordination Group.

1) Report Title: Steering Committee & Program Coordination Group Rosters
2) Deadline: Sixty (60) days after contract execution and as updated
3) Deliverables: cdhs_bhadeliverables@state.co.us

3.7 Program Manager

The Contractor shall select a Program/Project Manager ("Manager"), and establish the Manager's role, responsibilities, and authority, which shall include support of the Steering Committee and the Program Coordination Group. The Program Manager is the point person for BHA through the life of the contract. The Contractor shall communicate via email to BHA any changes to the Manager's contact information within one business day of change.

3.8 Project Director

Contractor shall identify a Project Director who is employed by the Contractor and has decision making authority for the Contractor. The Project Director holds overall

responsibility for ongoing program administration and fiscal oversight initially and is the point of contact for BHA through the contracting process, if awarded. The Contractor shall communicate via email to BHA any changes to the Director's contact information within one business day of change

3.9 Partnership Agreements

The Contractor shall develop partnership agreements with other local criminal justice agencies, behavioral health agencies or government agencies, to address any key challenges inherent in multidisciplinary collaboration. Partnership agreements shall include a description of how partners collectively identified the need for the project, and individualized letters of support outlining each partner's level of participation and commitment in the Program, responsibilities to the Program (policy and/or operational), resources they will contribute, and processes in collecting and sharing data. The Contractor, or any other party or partnership, does not have authority to negotiate or enter into any agreements on behalf of CDHS or the BHA.

(a) Report Title: Partnership Agreement(s)
(b) Deadline: Upon execution of a partnership agreement(s)
(c) Deliverables: The Program Manager shall provide an email address during the contract execution process

3.10 Data Sharing Agreements

The Contractor shall ensure a data-sharing Business Associates Agreement ("BAA") is developed and put in place between the partner agencies, as applicable by law. The data-sharing agreement shall ensure that each partner agency complies with the terms of the HIPAA-BAA and 42 CFR Part 2.

3.11 Program, Policies, and Procedures

(a) The Contractor shall develop and maintain Program policies and procedures, subject to BHA review and approval.
(b) The Contractor shall submit a draft copy of each of the policies and procedures required under this Section 3.10 (Program Policies and Procedures), to BHA for review and comment. The Contractor shall work with BHA to resolve all comments from BHA and incorporate any agreed revisions in the final policies and procedures.
    i. Report Title: Program Policies and Procedures Document
    ii. Deadline: Draft document due to BHA ninety (90) days from Contract Effective Date. Final document due to BHA thirty (30) days from reviewed

draft sent from BHA to Contractor. Subsequent updates to policies and procedures due to BHA within ten (10) days of changes

iii. Deliverables: Program Manager shall provide email address during contract execution process.

(c) The Contractor shall ensure that specific policies and procedures are developed and implemented for the following aspects of the Program.

i. Target Population and Eligibility Criteria

The Contractor shall identify the target population, develop eligibility criteria, and develop Program policies to identify individuals who will be referred to the Program. The Contractor shall ensure that the referrals include individuals at risk for low-level offenses and misdemeanor crimes and individuals who have had repeated contact with law enforcement. The Contractor may expand eligibility criteria to meet specific community needs.

ii. Call Taker and Dispatcher

The Contractor shall develop, or ensure the development of, policies and procedures for call takers and dispatchers. These shall include, but are not limited to:

1) The specific information call takers must gather from calls.
2) Policies specifying the means by which dispatchers are informed of staffing patterns, including up to date information during shifts.
3) Clear definitions of the geographic coverage areas designated and eligible for law enforcement and behavioral health Co-Responder calls.

(d) Stabilization, Observation, and Disposition

The Contractor shall develop policies and procedures to help guide law enforcement officers and/or behavioral health Co-Responders resolve encounters with the least restrictive environment appropriate for the circumstances.

(e) Transportation and Custodial Transfer

The Contractor shall develop policies and procedures to help guide effective and efficient transportation and custodial transfers. The policies shall at a minimum:

i. Identify facilities capable of assuming custodial responsibility, which are available at all times, have personnel qualified to conduct a behavioral health evaluation, and do not turn away people brought by law enforcement without specific reasons.

ii. Establish resources to connect individuals with, including friends, family members, peer support groups, or crisis centers, when available in non-custodial situations.

iii. Engage the services of the individual's current behavioral health provider or a crisis team.

(f) Critical Incident Policy

Contractor shall develop and maintain a policy for review of critical incidents (including death, physical assault and/or serious injuries sustained by Program staff or clients) ("Critical Incidents") that occur during a Program intervention or response and adhere to Critical Incident Reporting in Section 3.18.

(g) Information Exchange and Confidentiality

The Steering Committee shall develop procedures to ensure that essential information is shared in an appropriate manner. Information shall be shared in a way that protects individuals' confidentiality rights as treatment consumers and constitutional rights as possible defendants. Individuals with behavioral health disorders who have been in contact with a behavioral health agency should be offered an opportunity to provide consent in advance for behavioral health providers to share specified information with law enforcement authorities if an incident occurs (sometimes called an advance directive).

3.12 Program Training and Cross-Training

(a) State Program Meeting Requirements.

The Contractor shall attend an orientation session (mandatory only in the Contractor's first year under the Program), monthly Program progress status meetings with the BHA manager, and other required Program meetings and training throughout the term of the Program.

i. Report Title: Monthly Program Progress Status meetings

ii. Deadline: Monthly (day and time shall be mutually agreed upon after contract execution)

iii. Deliverables: Program Manager shall provide virtual meeting link upon identifying mutually agreed upon day and time

(b) Contractor Training

The Contractor shall provide necessary training for Contractor's Program to include:

i. Officer Training

The Contractor shall provide officer training to improve officers' responses to people with behavioral health needs and to educate officers on the Program. The Contractor shall determine the amount of training necessary to ensure, at a minimum, that there is a group of officers sufficient to cover all time shifts and geographic districts.

ii. Cross-Training

The Contractor shall provide opportunities to behavioral health personnel and other stakeholders to help improve cross-system understanding of agencies' roles and responsibilities, law enforcement issues, program policies and procedures, information sharing, safety, and other opportunities to see policies translated into action.

3.13 Service Area

The Contractor shall define the service area that best meets the community's needs and submit to BHA for approval.

3.14 Individualized Service Provision

The Contractor's Program shall link individuals referred to or contacted by the Program to community-based behavioral health supports and services, as appropriate.

3.15 The Non-Displacement of Resources

The Contractor shall ensure Program participants do not receive preferential access to resources if it would prevent others on waitlists, or who had previously secured a resource, from being served.

3.16 Evidence-Based Practices

The Contractor shall use evidence-based and promising practices within the screening and service delivery structure, as appropriate, to support effective outcomes. The use of a risk/need/responsivity (RNR) model is encouraged to assess various factors such as substance use disorders, mental illness, cognitive or physical impairments, financial issues, family dynamics, housing instability, developmental disabilities, low literacy levels, and lack of reliable transportation, all of which may need to be addressed to support success.

3.17 Staff Time Tracking and Invoicing

The Contractor shall ensure expenses and staff time are tracked and invoiced separately for each Program or funding stream.

3.18 Subcontractor or Partnership Contract Execution and Termination

The Contractor shall submit all their subcontract copies related to this project to cdhs_bhadeliverables@state.co.us upon execution of the contract or within thirty (30) days of subcontract execution. In the event of a termination of a partnership with a subcontractor, such as a case management, service provider, or individuals providing these services internally the Contractor shall transition to a new partnership no later than thirty (30) days from termination to ensure continuity of care for all participants of the Program. The Contractor shall communicate any subcontractor termination via email to the BHA Program Manager within one (1) business day.

(a) Report Title: Subcontractor Executed Copies

(b) Deadline: Upon execution of subcontracts

(c) Deliverables: cdhs_bhadeliverables@state.co.us

3.19 Critical Incident Reporting

If a Critical Incident (including death, physical assault and/or serious injuries sustained by Program staff or clients) occurs during a Co-Responder intervention or response, the Contractor shall make the appropriate selection on the BHA data collection form and inform the BHA Program Manager within three (3) days to determine any additional actions.

3.20 Period of Performance

From contract execution - June 30, 2026. Potential renewal of contract is subject to approval by the BHA Program Manager for each state fiscal year, if funding allows, and is subject to compliance and contract performance. State fiscal years end on June 30th. New fiscal years begin July 1st.

Article 4
Minimum Qualifications

4.1 The Contractor shall create, sustain, or expand a Co-Responder program in the community they serve.

4.2 The Contractor shall partner with behavioral health specialists to best meet the needs of the community and partnering agencies, taking population density and other available resources into consideration.

4.3 Behavioral health Co-Responders shall be dispatched along with law enforcement or may provide a joint secondary response on these calls.

4.4 The behavioral health provider shall offer assessment and crisis intervention services at the scene, provide referral information to the individual, and provide follow-up, when necessary.

4.5 The Contractor shall implement and maintain the Program for its community by collaborating with key stakeholders to ensure service delivery, training, and resource coordination.

4.6 The Contractor shall collect data, measure outcomes, and report Program outcomes to the State to assist in determining the effectiveness of the Program.

(a) Report Title: Monthly data reporting

(b) Deadline: Fifteen (15) days after the end of the reporting month

(c) Deliverables: cdhs_bhadeliverables@state.co.us

Article 5

Deliverables

5.1 Deliverables Table

The Contractor shall provide the deliverables in accordance with the dates outlined in the table below to cdhs_bhadeliverables@state.co.us, unless otherwise specified. Deliverable deadlines occurring after contract end date are contingent upon contract renewal. Deadlines may be altered administratively.

Deliverable (emailed to cdhs_bhadeliverables@state.co.us)	Deadline	Contract Reference
Revised Work Plan	Due 30 days from Contract Effective Date and annually thereafter	Exhibit A, SOW, Article 3.2
Program Policies and Procedures Document	During implementation phase: 1. Draft document due to BHA ninety (90) days from Contract Effective Date. 2. Final document due to BHA thirty (30) days from reviewed draft sent from BHA to Contractor.	Exhibit A, SOW, Article 3.10

	Subsequent updates to policies and procedures due to BHA within ten (10) days of changes.	
Partnership agreement(s) copies	Upon execution of partnership agreement(s)	Exhibit A, SOW, Article 3.8
Monthly Progress Status Meeting	Monthly	Exhibit A, SOW, Article 3.11
Data reporting (Using BHA provided template upon the contract execution)	Fifteen (15) days after the end of the reporting month	Exhibit A, SOW, Article 4.6
Subcontract(s) copies	Upon execution of subcontract(s)	Exhibit A, SOW, Article 3.17
Steering Committee and Policy Coordination Group Member Rosters	Sixty (60) days after contract execution and as updated	Exhibit A, SOW, Articles 3.5 and 3.6

Article 6

Performance Outcome Measures

6.1 Measure: Number of referrals received and responded to by Program
Outcome Goal: Of the total number of Program referrals, 70% or more will receive a response.

6.2 Measure: Number of calls that do not result in arrest.
Outcome Goal: Of the total number of active Co-Responder calls, 90% or more will not result in arrest when there is no cause for mandatory arrest (at the discretion of the officer).

6.3 Measure: Number of interventions, services and resource linkage provided to individuals contacted by the Program.
Outcome Goal: Of the total number of individuals contacted, 70% will receive one or more intervention, service, or linkage to resources.

COLORADO
Behavioral Health Administration

Exhibit B: FY26 Annual Budget

BHA Program	Co-Responder

Agency Name	City of Pueblo	**Program Contact Name, Title**	Luann Martinez, Grant Administrator
		Phone	719-568-7728
		Email	lmartinez@pueblo.us
Budget Period	FY 26: 07.01.2025 - 06.30.2026	**Fiscal Contact Name, Title**	Flint Timmins, Grant Compliance Mana
		Phone	719-553-2620
		Email	ftimmins@pueblo.us
Project Name	Crisis Intervention Team (CIT)	**Date Completed**	1/10/2025

All budget numbers are estimates. Contract billing will be on a cost reimbursement basis for actual expenses incurred.

Expenditure Categories					
Personnel Services / Salaried Employees					Annual Budget
Position Title	Description of Work	Gross or Annual Salary	Fringe	Percent of Time on Project	Total Amount Requested from BHA
					$ -
Personnel Services / Hourly Employees					Annual Budget
Position Title	Description of Work	Hourly Wage	Hourly Fringe	Total # of Hours on Project	Total Amount Requested from BHA
					$ -
				Total Personnel Services (including fringe benefits)	$ -
Contractors / Consultants (payments to third parties or entities)					Annual Budget
Contractor Name	Description of Work		Rate	Quantity	Total Amount Requested from BHA

Health Solutions	Three clinicians will be employed by Health Solutions at 1.0FTE each and spend 100% of their time on this project. A co-responder clinician is a mental health professional who works with law enforcement to respond to behavioral health-related calls. Their responsibilities include: de-escalating situations; linking individuals to services; providing assessments; offering ongoing support; and collaborating with internal partnersCredentialed and trained clinicians will earn $7,019 (gross) per month and receive a benefit package that amounts to 25% of base pay. Credentials include MSP at minimum and MA, LPC, CAS, CCS as a maximum. Clinicians will be exempt from overtime.	$ 100,333.33	3.00	$ 301,000.00
			Total Contractors/Consultants	**$ 301,000.00**
	Subawards			Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA
				$ -
			Total Subawards	**$ -**
	Travel			Annual Budget
Contractor Name	Description of Work	Rate	Quantity	Total Amount Requested from BHA
				$ -
			Total Travel	**$ -**
	Supplies & Operating Expenses			Annual Budget
Item	Description of Item	Rate	Quantity	Total Amount Requested from BHA
				$ -
			Total Supplies & Operating Expenses	**$ -**
	TOTAL DIRECT COSTS (TDC)			**$ 301,000.00**
	Exclusions from Indirect Cost Base expenses per OMB 2CFR § 196			
			Subaward in excess of $50,000	$ -
			Rent	$ -
			Equipment	$ -
			Other	$ -
			Total Expenses per OMB 2CFR § 200	**$ -**
	MODIFIED TOTAL DIRECT COSTS (MTDC)			**$ 301,000.00**
	Indirect Costs			Annual Budget
Indirect Cost	Description of Item		Percentage	Total Amount Requested from BHA
				$ -
			Total Indirect	$ -
			TOTAL Request	**$ 301,000.00**

The Parties may mutually agree, in writing, to modify the Budget administratively using an BHA Budget Reallocation form

Exhibit C – Miscellaneous Provisions

I. General Provisions and Requirements

A. Finance and Data Protocols

The Contractor shall comply with the Behavioral Health Administration's (BHA) most current Finance and Data Protocols and the Behavioral Health Accounting and Auditing Guidelines, made a part of this Contract by reference.

B. Marketing and Communications

The Contractor shall comply with the following marketing and communications requirements:

1. Reports or Evaluations.

   All reports or evaluations funded by BHA must be reviewed by BHA staff, including program, data, and communications, over a period of no fewer than fifteen business days. The Contractor may be asked to place a report or evaluation on a BHA template and the report or evaluation is required to display the BHA logo. The Contractor shall submit the finished document to BHA in its final format and as an editable Word or Google document.

2. Press Releases.

   All press releases about work funded by BHA must note that the work is funded by the Colorado Department of Human Services, Behavioral Health Administration. Press releases about work funded by BHA must be reviewed by BHA program and communications staff over a period of no fewer than five business days.

3. Marketing Materials.

   Contractor shall include the current Colorado Department of Human Services, Behavioral Health Administration logo on any marketing materials, such as brochures or fact sheets, that advertise programs to be funded by this Contract. Contractor shall submit marketing materials to BHA Communications Team for approval prior to release. BHA's Communications Team shall provide feedback or approval within five business days

4. All Other Documents.

   All other documents published by the Contractor about its BHA-funded work, including presentations or website content, should mention the Colorado Department of Human Services, Behavioral Health Administration as a funder.

5. Opinion of BHA.

   BHA may require the Contractor to add language to documents that mention BHA reading: “The views, opinions and content expressed do not necessarily reflect the views, opinions or policies of the Colorado Department of Human Services, Behavioral Health Administration.”

C. Start-Up Costs

   If the State reimburses the Contractor for any start-up costs and the Contractor closes the program or facility within three years of receipt of the start-up costs, the Contractor shall reimburse the State for said start-up costs within sixty days of the closure. The Contractor is not required to reimburse the State for start-up costs if the facility or program closure is due to BHA eliminating funding to that specific program and/or budget line item.

D. Immediate Notification of Closures or Reductions in Force

   If the Contractor intends to close a facility or program, it shall notify the BHA Contracts Unit at least five business days prior to the closure. Similarly, if the Contractor, or any sub-contractor provider, intends to conduct a reduction in force which affects a program funded through this contract, the Contractor shall notify the BHA Contracts Unit at least five business days prior to the layoffs.

E. Licensing and Designation Database Electronic Record System (LADDERS)

   The Contractor shall use LADDERS (http://www.colorado.gov/ladders) as needed and/or as required by rule to submit applications for BHA licensing and designation, keep current all provider directory details, and submit policies and procedures.

F. Contract Contact Procedure

   The Contractor shall submit all requests for BHA interpretation of this Contract or for amendments to this Contract to the BHA Contract Manager.

G. Procurement Requirement

   The Contractor shall comply with all the provisions and requirements of RFP,IBEH,202500000152 and with Contractor’s solicitation response thereto.

H. Continuity of Operations Plan

1. In the event of an emergency resulting in a disruption of normal activities, BHA may request that Contractor provide a plan describing how Contractor will ensure the execution of essential functions of the Contract, to the extent possible under the circumstances of the inciting emergency ("Continuity of Operations Plan" or "Plan").
2. The Continuity of Operations Plan must be specific and responsive to the circumstances of the identified emergency.
3. BHA will provide formal notification of receipt of the Continuity of Operations Plan to the Contractor.
4. The Continuity of Operations Plan will not impact or change the budget or any other provisions of the contract, and Contractor's performance will be held to the same standards and requirements as the original Contract terms, unless otherwise specified in the Continuity of Operations Plan.
    a. Any submitted Continuity of Operations Plan will be ratified as an amendment to the contract as soon as possible.
5. Contractor shall communicate, in a format mutually agreed upon by BHA and Contractor staff, on a frequency that supports the monitoring of services under the Continuity of Operations Plan. If adjustments are needed to the Plan, such adjustments will be made in writing and accompanied by written notice of receipt from BHA.
    a. As part of the BHA/Contractor communication during the emergency, Contractor and BHA will evaluate whether the emergency has resolved such that normal operations may be resumed.
    b. Contractor and BHA will agree in writing when the emergency is sufficiently resolved and agree to a closeout period that is four weeks or less.
    c. BHA will submit notice accepting the termination of the Continuity of Operations Plan to the Contractor as the final action for any qualifying emergency response.

I. Cultural Responsiveness in Service Delivery

1. The Behavioral Health Administration expects funding dollars to support equity in access, services provided, and behavioral health outcomes among individuals of all cultures, gender identities, sexual orientations, races, and ethnicities. Accordingly, Contractors should collect and use data to: (1) identify priority populations vulnerable to health disparities encompassing the contractor's entire geographic service area (e.g., racial, ethnic, limited English speaking, indigenous, sexual orientation, gender identity groups, etc.) and (2) implement strategies to decrease the disparities in access, service use, and outcomes—both within those subpopulations and in comparison to the general population.
2. One strategy for addressing health disparities is the use of the recently revised National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (CLAS). The U.S. Department of Health and Human Services (HHS) Think Cultural Health website (https://thinkculturalhealth.hhs.gov) also features information, continuing education opportunities, resources, and more for health and health care professionals to learn about culturally and linguistically appropriate services, or CLAS.
3. Contractors providing direct behavioral health prevention, treatment, or recovery services shall submit one of the following two documents to cdhs_BHAdeliverables@state.co.us by August 31 annually:
    a. If a provider has completed an equity plan that identifies how they will address health equity, they can submit the plan or
    b. Submit a completed CLAS checklist that follows this HHS format: https://thinkculturalhealth.hhs.gov/assets/pdfs/AnImplementationChecklistfortheNationalCLASStandards.pdf

J. Prohibition on Marijuana

Funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

K. Monitoring Requirements

If the Contractor is a subrecipient of federal funds, the Contractor shall comply with monitoring requirements indicated by the Contractor's risk level determined by the subrecipient risk assessment form completed by Contractor, which may include but are not limited to:

1. Monthly or quarterly monitoring calls
2. Invoice supporting documentation, for example: timesheets, logs of travel, or wraparound service costs
3. Routine programmatic reports
4. Technical assistance and training
5. Site visits

II. Use of Subcontracts

A. Services described in this Contract may be performed by Contractor or by a subcontractor, except where this Contract states explicitly that a service must not be subcontracted.

B. Contractor shall ensure that its subcontractors perform to the terms of this Contract as set forth in the Contract provisions.

C. Any subcontract for services must include, at a minimum, the following:

D. The Contractor shall provide to BHA a copy of any proposed subcontract between the Contractor and any potential provider of services to fulfill any requirements of this Contract, to cdhs_BHAdeliverables@state.co.us within thirty days of subcontract execution.

1. A description of each partner's participation
2. Responsibilities to the program (policy and/or operational)
3. Resources the subcontractor will contribute, reimbursement rates, services to be included and processes in collecting and sharing data and the most recent CDHS version of the HIPAA Business Associates Addendum, if this Contract contains the HIPAA Business Associates Addendum/Qualified Service Organization Addendum as an exhibit
4. A copy of this Contract and all its terms and conditions

E. BHA reserves the right to require Contractor to renegotiate subcontracts where necessary to adhere to the terms of this Contract.

F. Subcontractor/Partnership Termination. In the event where partnerships with a subcontractor such as a treatment provider is terminated, the Contractor shall transition to a new partnership no later than thirty days from termination to ensure continuity of care for all participants of the program.

III. Financial Requirements

A. Funding Sources

The Contractor shall identify all funds delivered to subcontractors as state general fund, state cash funds, or federal grant dollars in Exhibit B, "Budget." If federal grant dollars, the Contractor shall communicate the CFDA number to all sub-contractors in their sub-contracts.

B. Program Income

Program income generated through grant funded programs are additive funding that must be utilized for a consistent purpose as outlined in 2 CFR 200.307(e)(2). If Contractor charges and receives fees for services, or otherwise receives income associated with the sponsored program, this is considered program income and is required to be tracked and managed in accordance with the conditions of the award.

C. Budget Reallocations

The Contractor may reallocate funds between the budget categories of this contract, up to ten percent of the total contract amount, upon written approval by BHA, without a contract amendment. Any allowable reallocation is still subject to the limitations of the Not to Exceed and the Maximum Amount Available per Fiscal Year.

D. Payment Terms

1. The Contractor shall invoice monthly for services, no later than the twentieth of the month following when services are provided.
2. The Contractor shall utilize the invoice template(s) provided by BHA. Contractor shall comply with the invoicing instructions contained within the invoice template, and requests for supporting documentation.
3. All payment requests shall be submitted electronically to CDHS_BHApayment@state.co.us.
4. Year-end invoice estimates are due by June 15th. Final invoice requests in excess of the submitted estimates are payable contingent on available funds.
5. Final invoices are due no later than August 30th.
6. If the Contractor is a recipient of Federal Funds, final invoices are due no later than forty-five days after the end date of the grant.
7. Invoices for the prior fiscal year received by August 30th which require revisions must be final by September 10th or they may not be paid.
8. Any requests for payment received after September 10th for the prior state fiscal year or after December 10th for the prior federal fiscal year cannot be processed by BHA.
9. The State will make payment on invoices within forty-five days of receipt of a correct and complete invoice to CDHS_BHApayment@state.co.us. Consequently, the Contractor must have adequate solvency to pay its expenses up to forty-five days after invoice submission to the State.

Exhibit D - HIPAA Business Associate Agreement

This HIPAA Business Associate Agreement ("Agreement") between the State and Contractor is agreed to in connection with, and as an exhibit to, the Contract. For purposes of this Agreement, the State is referred to as "Covered Entity" and the Contractor is referred to as "Business Associate". Unless the context clearly requires a distinction between the Contract and this Agreement, all references to "Contract" shall include this Agreement.

1. Purpose

Covered Entity wishes to disclose information to Business Associate, which may include Protected Health Information ("PHI"). The Parties intend to protect the privacy and security of the disclosed PHI in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Pub. L. No. 104-191 (1996) as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") enacted under the American Recovery and Reinvestment Act of 2009 ("ARRA") Pub. L. No. 111–5 (2009), implementing regulations promulgated by the U.S. Department of Health and Human Services at 45 C.F.R. Parts 160, 162 and 164 (the "HIPAA Rules") and other applicable laws, as amended. Prior to the disclosure of PHI, Covered Entity is required to enter into an agreement with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 160.103, 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and all other applicable laws and regulations, all as may be amended.

2. Definitions

The following terms used in this Agreement shall have the same meanings as in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

The following terms used in this Agreement shall have the meanings set forth below:

A. **Business Associate**. "Business Associate" shall have the same meaning as the term "business associate" at 45 C.F.R. 160.103, and shall refer to Contractor.

B. **Covered Entity**. "Covered Entity" shall have the same meaning as the term "covered entity" at 45 C.F.R. 160.103, and shall refer to the State.

C. **Information Technology and Information Security.** "Information Technology" and "Information Security" shall have the same meanings as the terms "information technology" and "information security", respectively, in §24-37.5-102, C.R.S.

Capitalized terms used herein and not otherwise defined herein or in the HIPAA Rules shall have the meanings ascribed to them in the Contract.

3. Obligations and Activities of Business Associate

A. **Permitted Uses and Disclosures.**

i. Business Associate shall use and disclose PHI only to accomplish Business Associate's obligations under the Contract.

ii. To the extent Business Associate carries out one or more of Covered Entity's obligations under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with any and all requirements of Subpart E that apply to Covered Entity in the performance of such obligation.

iii. Business Associate may disclose PHI to carry out the legal responsibilities of Business Associate, provided, that the disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that:

a. the information will remain confidential and will be used or disclosed only as Required by Law or for the purpose for which Business Associate originally disclosed the information to that person, and;

b. the person notifies Business Associate of any Breach involving PHI of which it is aware.

iv. Business Associate may provide Data Aggregation services relating to the Health Care Operations of Covered Entity. Business Associate may de-identify any or all PHI created or received by Business Associate under this Agreement, provided the de-identification conforms to the requirements of the HIPAA Rules.

B. **Minimum Necessary.** Business Associate, its Subcontractors and agents, shall access, use, and disclose only the minimum amount of PHI necessary to

accomplish the objectives of the Contract, in accordance with the Minimum Necessary Requirements of the HIPAA Rules including, but not limited to, 45 C.F.R. 164.502(b) and 164.514(d).

C. **Impermissible Uses and Disclosures**.

i. Business Associate shall not disclose the PHI of Covered Entity to another covered entity without the written authorization of Covered Entity.

ii. Business Associate shall not share, use, disclose or make available any Covered Entity PHI in any form via any medium with or to any person or entity beyond the boundaries or jurisdiction of the United States without express written authorization from Covered Entity.

D. **Business Associate's Subcontractors**.

i. Business Associate shall, in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any Subcontractors who create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to safeguarding PHI.

ii. Business Associate shall provide to Covered Entity, on Covered Entity's request, a list of Subcontractors who have entered into any such agreement with Business Associate.

iii. Business Associate shall provide to Covered Entity, on Covered Entity's request, copies of any such agreements Business Associate has entered into with Subcontractors.

E. **Access to System**. If Business Associate needs access to a Covered Entity Information Technology system to comply with its obligations under the Contract or this Agreement, Business Associate shall request, review, and comply with any and all policies applicable to Covered Entity regarding such system including, but not limited to, any policies promulgated by the Office of Information Technology and available at http://oit.state.co.us/about/policies.

F. **Access to PHI**. Business Associate shall, within ten days of receiving a written request from Covered Entity, make available PHI in a Designated Record Set to

Covered Entity as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.524.

G. **Amendment of PHI**.

i. Business Associate shall within ten days of receiving a written request from Covered Entity make any amendment to PHI in a Designated Record Set as directed by or agreed to by Covered Entity pursuant to 45 C.F.R. 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. 164.526.

ii. Business Associate shall promptly forward to Covered Entity any request for amendment of PHI that Business Associate receives directly from an Individual.

H. **Accounting Rights**. Business Associate shall, within ten days of receiving a written request from Covered Entity, maintain and make available to Covered Entity the information necessary for Covered Entity to satisfy its obligations to provide an accounting of Disclosure under 45 C.F.R. 164.528.

I. **Restrictions and Confidential Communications**.

i. Business Associate shall restrict the Use or Disclosure of an Individual's PHI within ten days of notice from Covered Entity of:

a. a restriction on Use or Disclosure of PHI pursuant to 45 C.F.R. 164.522; or

b. a request for confidential communication of PHI pursuant to 45 C.F.R. 164.522.

ii. Business Associate shall not respond directly to an Individual's requests to restrict the Use or Disclosure of PHI or to send all communication of PHI to an alternate address.

iii. Business Associate shall refer such requests to Covered Entity so that Covered Entity can coordinate and prepare a timely response to the requesting Individual and provide direction to Business Associate.

J. **Governmental Access to Records**. Business Associate shall make its facilities, internal practices, books, records, and other sources of information, including PHI, available to the Secretary for purposes of determining compliance with the HIPAA Rules in accordance with 45 C.F.R. 160.310.

K. **Audit, Inspection and Enforcement.**

i. Business Associate shall obtain and update at least annually a written assessment performed by an independent third party reasonably acceptable to Covered Entity, which evaluates the Information Security of the applications, infrastructure, and processes that interact with the Covered Entity data Business Associate receives, manipulates, stores and distributes. Upon request by Covered Entity, Business Associate shall provide to Covered Entity the executive summary of the assessment.

ii. Business Associate, upon the request of Covered Entity, shall fully cooperate with Covered Entity's efforts to audit Business Associate's compliance with applicable HIPAA Rules. If, through audit or inspection, Covered Entity determines that Business Associate's conduct would result in violation of the HIPAA Rules or is in violation of the Contract or this Agreement, Business Associate shall promptly remedy any such violation and shall certify completion of its remedy in writing to Covered Entity.

L. **Appropriate Safeguards.**

i. Business Associate shall use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of PHI other than as provided in this Agreement.

ii. Business Associate shall safeguard the PHI from tampering and unauthorized disclosures.

iii. Business Associate shall maintain the confidentiality of passwords and other data required for accessing this information.

iv. Business Associate shall extend protection beyond the initial information obtained from Covered Entity to any databases or collections of PHI containing information derived from the PHI. The provisions of this section shall be in force unless PHI is de-identified in conformance to the requirements of the HIPAA Rules.

M. **Safeguard During Transmission.**

i. Business Associate shall use reasonable and appropriate safeguards including, without limitation, Information Security measures to ensure that all transmissions of PHI are authorized and to prevent use or disclosure of PHI other than as provided for by this Agreement.

ii. Business Associate shall not transmit PHI over the internet or any other insecure or open communication channel unless the PHI is encrypted or otherwise safeguarded with a FIPS-compliant encryption algorithm.

N. **Reporting of Improper Use or Disclosure and Notification of Breach**.

i. Business Associate shall, as soon as reasonably possible, but immediately after discovery of a Breach, notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, including a Breach of Unsecured Protected Health Information as such notice is required by 45 C.F.R. 164.410 or a breach for which notice is required under §24-73-103, C.R.S.

ii. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach.

iii. Business Associate shall, as soon as reasonably possible, but immediately after discovery of any Security Incident that does not constitute a Breach, notify Covered Entity of such incident.

iv. Business Associate shall have the burden of demonstrating that all notifications were made as required, including evidence demonstrating the necessity of any delay.

O. **Business Associate's Insurance and Notification Costs**.

i. Business Associate shall bear all costs of a Breach response including, without limitation, notifications, and shall maintain insurance to cover:

a. loss of PHI data;

b. Breach notification requirements specified in HIPAA Rules and in §24-73-103, C.R.S.; and

c. claims based upon alleged violations of privacy rights through improper use or disclosure of PHI.

ii. All such policies shall meet or exceed the minimum insurance requirements of the Contract or otherwise as may be approved by Covered Entity (e.g., occurrence basis, combined single dollar limits, annual aggregate dollar limits, additional insured status, and notice of cancellation).

iii. Business Associate shall provide Covered Entity a point of contact who possesses relevant Information Security knowledge and is accessible 24 hours per day, 7 days per week to assist with incident handling.

iv. Business Associate, to the extent practicable, shall mitigate any harmful effect known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of this Agreement.

P. **Subcontractors and Breaches**.

i. Business Associate shall enter into a written agreement with each of its Subcontractors and agents, who create, receive, maintain, or transmit PHI on behalf of Business Associate. The agreements shall require such Subcontractors and agents to report to Business Associate any use or disclosure of PHI not provided for by this Agreement, including Security Incidents and Breaches of Unsecured Protected Health Information, on the first day such Subcontractor or agent knows or should have known of the Breach as required by 45 C.F.R. 164.410.

ii. Business Associate shall notify Covered Entity of any such report and shall provide copies of any such agreements to Covered Entity on request.

Q. **Data Ownership**.

i. Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

ii. Upon request by Covered Entity, Business Associate immediately shall provide Covered Entity with any keys to decrypt information that the Business Association has encrypted and maintains in encrypted form, or shall provide such information in unencrypted usable form.

R. **Retention of PHI**. Except upon termination of this Agreement as provided in Section 5, below, Business Associate and its Subcontractors or agents shall

retain all PHI throughout the term of this Agreement, and shall continue to maintain the accounting of disclosures required under Section 3.h, above, for a period of six years.

4. Obligations of Covered Entity

A. **Safeguards During Transmission**. Covered Entity shall be responsible for using appropriate safeguards including encryption of PHI, to maintain and ensure the confidentiality, integrity, and security of PHI transmitted pursuant to this Agreement, in accordance with the standards and requirements of the HIPAA Rules.

A. **Notice of Changes**.

i. Covered Entity maintains a copy of its Notice of Privacy Practices on its website. Covered Entity shall provide Business Associate with any changes in, or revocation of, permission to use or disclose PHI, to the extent that it may affect Business Associate's permitted or required uses or disclosures.

ii. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that it may affect Business Associate's permitted use or disclosure of PHI.

5. Termination

A. **Breach**.

i. In addition to any Contract provision regarding remedies for breach, Covered Entity shall have the right, in the event of a breach by Business Associate of any provision of this Agreement, to terminate immediately the Contract, or this Agreement, or both.

ii. Subject to any directions from Covered Entity, upon termination of the Contract, this Agreement, or both, Business Associate shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Business Associate in which Covered Entity has an interest.

B. **Effect of Termination**.

i. Upon termination of this Agreement for any reason, Business Associate, at the option of Covered Entity, shall return or destroy all PHI that Business Associate, its agents, or its Subcontractors maintain in any form, and shall not retain any copies of such PHI.

ii. If Covered Entity directs Business Associate to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

iii. If Business Associate believes that returning or destroying the PHI is not feasible, Business Associate shall promptly provide Covered Entity with notice of the conditions making return or destruction infeasible. Business Associate shall continue to extend the protections of Section 3 of this Agreement to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

6. Injunctive Relief

Covered Entity and Business Associate agree that irreparable damage would occur in the event Business Associate or any of its Subcontractors or agents use or disclosure of PHI in violation of this Agreement, the HIPAA Rules or any applicable law. Covered Entity and Business Associate further agree that money damages would not provide an adequate remedy for such Breach. Accordingly, Covered Entity and Business Associate agree that Covered Entity shall be entitled to injunctive relief, specific performance, and other equitable relief to prevent or restrain any Breach or threatened Breach of and to enforce specifically the terms and provisions of this Agreement.

7. Limitation of Liability

Any provision in the Contract limiting Contractor's liability shall not apply to Business Associate's liability under this Agreement, which shall not be limited.

8. Disclaimer

Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement or the HIPAA Rules will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made and actions taken by Business Associate regarding the safeguarding of PHI.

9. Certification

Covered Entity has a legal obligation under HIPAA Rules to certify as to Business Associate's Information Security practices. Covered Entity or its authorized agent or contractor shall have the right to examine Business Associate's facilities, systems, procedures, and records, at Covered Entity's expense, if Covered Entity determines that examination is necessary to certify that Business Associate's Information Security safeguards comply with the HIPAA Rules or this Agreement.

10. Amendment

A. **Amendment to Comply with Law**. The Parties acknowledge that state and federal laws and regulations relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide procedures to ensure compliance with such developments.

i. In the event of any change to state or federal laws and regulations relating to data security and privacy affecting this Agreement, the Parties shall take such action as is necessary to implement the changes to the standards and requirements of HIPAA, the HIPAA Rules and other applicable rules relating to the confidentiality, integrity, availability and security of PHI with respect to this Agreement.

ii. Business Associate shall provide to Covered Entity written assurance satisfactory to Covered Entity that Business Associate shall adequately safeguard all PHI, and obtain written assurance satisfactory to Covered Entity from Business Associate's Subcontractors and agents that they shall adequately safeguard all PHI.

iii. Upon the request of either Party, the other Party promptly shall negotiate in good faith the terms of an amendment to the Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA Rules, or other applicable rules.

iv. Covered Entity may terminate this Agreement upon 30 days' prior written notice in the event that:

a. Business Associate does not promptly enter into negotiations to amend the Contract and this Agreement when requested by Covered Entity pursuant to this Section; or

b. Business Associate does not enter into an amendment to the Contract and this Agreement, which provides assurances regarding the safeguarding of PHI sufficient, in Covered Entity's sole discretion, to satisfy the standards and requirements of the HIPAA, the HIPAA Rules and applicable law.

B. **Amendment of Appendix**. The Appendix to this Agreement may be modified or amended by the mutual written agreement of the Parties, without amendment of this Agreement. Any modified or amended Appendix agreed to in writing by the Parties shall supersede and replace any prior version of the Appendix.

11. Assistance in Litigation or Administrative Proceedings

Covered Entity shall provide written notice to Business Associate if litigation or administrative proceeding is commenced against Covered Entity, its directors, officers, or employees, based on a claimed violation by Business Associate of HIPAA, the HIPAA Rules or other laws relating to security and privacy or PHI. Upon receipt of such notice and to the extent requested by Covered Entity, Business Associate shall, and shall cause its employees, Subcontractors, or agents assisting Business Associate in the performance of its obligations under the Contract to, assist Covered Entity in the defense of such litigation or proceedings. Business Associate shall, and shall cause its employees, Subcontractor's and agents to, provide assistance, to Covered Entity, which may include testifying as a witness at such proceedings. Business Associate or any of its employees, Subcontractors or agents shall not be required to provide such assistance if Business Associate is a named adverse party.

12. Interpretation and Order of Precedence

Any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with the HIPAA Rules. In the event of an inconsistency between the Contract and this Agreement, this Agreement shall control. This Agreement supersedes and replaces any previous, separately executed HIPAA business associate agreement between the Parties.

13. Survival

Provisions of this Agreement requiring continued performance, compliance, or effect after termination shall survive termination of this contract or this agreement and shall be enforceable by Covered Entity.

Appendix to HIPAA Business Associate Agreement

This Appendix ("Appendix") to the HIPAA Business Associate Agreement ("Agreement") is s an appendix to the Contract and the Agreement. For the purposes of this Appendix, defined terms shall have the meanings ascribed to them in the Agreement and the Contract. Unless the context clearly requires a distinction between the Contract, the Agreement, and this Appendix, all references to "Contract" or "Agreement" shall include this Appendix.

1. Purpose

This Appendix sets forth additional terms to the Agreement. Any sub-section of this Appendix marked as "Reserved" shall be construed as setting forth no additional terms.

2. Additional Terms

A. **Additional Permitted Uses**. In addition to those purposes set forth in the Agreement, Business Associate may use PHI for the following additional purposes:

i. Reserved.

B. **Additional Permitted Disclosures**. In addition to those purposes set forth in the Agreement, Business Associate may disclose PHI for the following additional purposes:

i. Reserved.

C. **Approved Subcontractors**. Covered Entity agrees that the following Subcontractors or agents of Business Associate may receive PHI under the Agreement:

i. Reserved.

D. **Definition of Receipt of PHI**. Business Associate's receipt of PHI under this Contract shall be deemed to occur, and Business Associate's obligations under the Agreement shall commence, as follows:

i. Reserved.

E. **Additional Restrictions on Business Associate**. Business Associate agrees to comply with the following additional restrictions on Business Associate's use and disclosure of PHI under the Contract:

i. Reserved.

F. **Additional Terms**. Business Associate agrees to comply with the following additional terms under the Agreement:

i. Reserved.

MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT (this "Agreement"), effective as of June ____, 2025 (the "Effective Date"), is between **Health Solutions**, a Colorado nonprofit corporation, with its principle offices located at 41 Montbello Rd., Pueblo, CO 81001("SERVICE PROVIDER"), and **City of Pueblo a Municipal Corporation (City), and its Police Department ("Agency") of One City Hall Place, Pueblo, Colorado 81003** (collectively, the "Parties").

Recitals

WHEREAS: SERVICE PROVIDER and AGENCY have worked collaboratively since September 1, 2016 to staff and support the Crisis Intervention Team (CIT); and

WHEREAS: The program has continued to expand and the parties desire to enter into this Agreement to further define the services and responsibilities of each;

Now, therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the Parties agree as follows:

Agreement

1. SERVICES.

1.1. Statements of Work. SERVICE PROVIDER agrees to provide to AGENCY the services (the "Services") at the locations, rates, and for the durations specified in the following Statements of Work (each a "SOW") entered into by the Parties:

Appendix A

Unless expressly stated otherwise in this Agreement as to a particular issue, any conflicts between this Agreement and a SOW will be construed in favor of the SOW. Each time the Parties desire to add, remove, or change a SOW, they will follow the process described in this Agreement.

2. PAYMENT TERMS. Except as provided in a SOW: (a) AGENCY agrees to remit payment for all invoices within 30 days of receipt of a SERVICE PROVIDER invoice; (b) AGENCY will make all payments without right of set-off or chargeback, except for any disputed charges; and (c) if AGENCY does not pay invoices when due, SERVICE PROVIDER may charge interest at 1.25% per month on the unpaid amounts. If there is a good faith dispute with regard to a portion of an invoice, AGENCY will provide to SERVICE PROVIDER a written notice detailing the dispute (a "Dispute Notice") within 30 days of AGENCY receipt of the SERVICE PROVIDER invoice at issue. If AGENCY provides to SERVICE PROVIDER a timely Dispute Notice, then AGENCY may withhold the disputed amount, but AGENCY must pay the undisputed portion of the invoice as provided in this Agreement.

3. CONFIDENTIALITY / COMPLIANCE WITH HIPAA.

3.1. Confidentiality. Each Party will retain in strict confidence, and will not use, disclose, disseminate, or commercialize, the other Party's Confidential Information. The other Party's Confidential Information may only be used by the recipient Party in the course of performing its rights and obligations under this Agreement. "Confidential Information" means all information furnished by a Party to this Agreement to the other Party under this Agreement in oral, written, or electronic form: (a) which has value because it is not generally known, and the disclosing Party uses reasonable efforts to protect; (b) all confidential information relating to each Party's business including business plans, sales projections, business records, prices and customer lists. Confidential Information does not include: (i) information already known or independently developed by the recipient outside the scope of this relationship by personnel not having access to any Confidential Information; (ii) information already in the public domain through no wrongful act of the recipient; or (iii) information received by the recipient from a third party who has no obligation of confidentiality.

3.2. Compliance with HIPAA. Contemporaneous with the execution of this Agreement, AGENCY agrees to execute SERVICE PROVIDER's commercially reasonable HIPAA Business Associate Agreement or the HIPAA Business Associate Agreement substantially in the form attached hereto Schedule 1. AGENCY will be responsible for ensuring its compliance with the rules and regulations set forth in the HIPAA Business Associate Agreement. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as same may be amended from time to time.

4. FINANCIAL CONDITION. Each party represents that, as of the Effective Date, there are no known factors or circumstances that threaten its financial condition, solvency, or ability to conduct business in the normal course.

5. WARRANTIES AND DISCLAIMERS.

5.1. Warranties Regarding Ability to Contract and Perform. Each Party represents to the other Party that its execution, delivery, and performance of this Agreement does not and will not: (a) violate any provision of, or conflict with, any agreement, instrument, order, judgment, decree, or other arrangement to which it is a Party or by which it is bound; or (b) require any consent or approval, or violate any judgment, ruling, order, writ, injunction, decree, statute, rule, or regulation applicable to its activities.

5.2. No Other Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR A SOW: (A) ANY SERVICES AND SOFTWARE PROVIDED BY SERVICE PROVIDER ARE WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED; AND (B) SERVICE PROVIDER SPECIFICALLY DISCLAIMS ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, DESIGN, AND ANY WARRANTY ARISING FROM STATUTE, OPERATION OF LAW, CONDUCT, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR USAGE IN TRADE. CSU PUEBLO' RIGHT TO PENALTIES, DAMAGES, SET-OFFS, OR EARLY TERMINATION OF THIS AGREEMENT, IF ANY, ARE SET FORTH IN ONE OR MORE SOWs.

6. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE, INCIDENTAL, OR INDIRECT DAMAGES, OR LOSSES OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, REVENUES, DATA AND/OR USE), OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, HOWEVER CAUSED, ON ANY THEORY OF LIABILITY, AND WHETHER OR NOT THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

7. LIMITED INDEMNIFICATION / LIABILITIES FOR OWN ACTS.

7.1. Limited Indemnification by SERVICE PROVIDER. SERVICE PROVIDER agrees to defend, indemnify, and hold AGENCY and its officers, directors, and employees harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against AGENCY based on or arising from: (1) any breach or inaccuracy of any covenant, representation, or warranty by SERVICE PROVIDER under this Agreement or a SOW; (2) the recklessness or willful misconduct of SERVICE PROVIDER, its officers, directors, agents, and employees; and/or (3) assertions under workers' compensation or similar employee benefit acts by SERVICE PROVIDER's employees or agents.

7.2. Limited Indemnification by AGENCY. To the extent allowed by Colorado law, AGENCY agrees to defend, indemnify, and hold SERVICE PROVIDER and its officers, directors, and employees harmless against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against SERVICE PROVIDER based on or arising from: (1) any breach or inaccuracy of any covenant, representation, or warranty by AGENCY under this Agreement or a SOW; (2) the recklessness or willful misconduct of AGENCY, its officers, directors, agents, and employees; and/or (3) assertions under workers' compensation or similar employee benefit acts by AGENCY' employees or agents.

7.3. Liabilities for Own Acts. Except as otherwise set forth in this Agreement (including Sections 7.1 and 7.2 above) or a SOW: (a) each Party agrees to be responsible for its acts and the acts of its officers', directors', and employees' acts, omissions, and liabilities; and (b) neither Party agrees to indemnify the other Party.

8. INSURANCE. Each Party will, at its sole cost, maintain no less than the following insurance in full force and effect during the term of this Agreement and any SOW a Comprehensive Commercial General Liability insurance with policy limits no less than $1,000,000 per occurrence and $2,000,000 in the aggregate. Additionally, SERVICE PROVIDER shall maintain Comprehensive Professional Liability insurance with policy limits no less than $1,000,000 per occurrence and $3,000,000 in the aggregate. All such insurance will be carried with carriers authorized to do business in the State of Colorado.

9. TERM AND TERMINATION.

9.1. Term. This Agreement commences on the Effective Date of this Agreement and will continue until all SOWs have expired or have been properly terminated as set forth in this Section.

9.2. Early Termination Without Cause. If permitted by a SOW, AGENCY and/or SERVICE PROVIDER may terminate the SOW without cause as set forth in the SOW.

9.3. Early Termination for Cause. If permitted by a SOW, AGENCY and/or SERVICE PROVIDER may terminate the SOW for cause as set forth in the SOW.

10. RECORDS

10.1 All records created by Service Provider shall remain the sole and separate property of Service Provider. All records created by Service Provider containing protected health information, as defined by 45 CFR 160.130, are subject to the Health Insurance Portability and Accountability Act of 1996, the privacy regulations generally referred to as 45 CFR Part 2, the confidentiality requirements of records subject to 42 CFR Part 2 and any applicable federal and state law.

10.2 Service Provider and Agency recognize and agree that disclosure of Service Provider records shall not be permitted pursuant to CRS 24-72-305 (1)(a) that such inspection would be contrary to state statutes prohibiting the disclosure of Protected Health Information.

11. MISCELLANEOUS.

11.1. Independent Parties. Nothing contained in this Agreement will be construed to imply a joint venture, partnership, principal/agent relationship, or other joint relationship, and neither Party will have the right, power or authority to create any obligation, expressed or implied, on behalf of the other. It is understood by the Parties that SERVICE PROVIDER is an independent contractor and not an employee or agent of AGENCY. SERVICE PROVIDER will provide workers' compensation benefits and unemployment compensation coverage for its employees. Because SERVICE PROVIDER's employees and contractors are not employees of AGENCY, SERVICE PROVIDER's employees and contractors are not entitled to any benefits to which AGENCY' employees may be entitled under AGENCY' policies or as otherwise required by law. AGENCY will not withhold any taxes from any amounts payable to SERVICE PROVIDER under this Agreement and will not make any FICA or other contributions on behalf of, or for the benefit of, SERVICE PROVIDER or SERVICE PROVIDER's employees and contractors. SERVICE PROVIDER is obligated to withhold federal, state, and local income taxes on any monies earned or paid to its employees pursuant to this Agreement. Neither Party will have the power or authority to act for the other in any manner or to create obligations or debts which would be binding on the other Party without the other Party's prior written consent.

11.2. Entirety. This Agreement and all Schedules and Appendices represent the entire agreement of the Parties regarding the subject matter of this Agreement, superseding all previous communications, representations or understandings, either oral or written, relating to its subject.

11.3 Counterparts. This Agreement and any SOW may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

11.4. Waiver. No waiver of rights by either Party may be implied from any actions or failures to enforce rights under this Agreement.

11.5. Severability. Each of the provisions of this Agreement is severable from all of the other provisions. The invalidity or unenforceability of any provision will not affect or impair the remaining provisions, which will continue in full force and effect.

11.6. Assignment / Subcontractors. AGENCY may assign its rights and obligations under this Agreement or otherwise transfer the use of any deliverables to a successor-in-interest in the event of a merger, consolidation, or acquisition of all or substantially all of AGENCY' assets or business, provided further that such entity: (a) is not a direct competitor of SERVICE PROVIDER; and (b) does not provide the same or similar services as SERVICE PROVIDER under this Agreement. SERVICE PROVIDER may not assign its rights or obligations under this Agreement without the prior written consent of AGENCY; provided, however, that SERVICE PROVIDER may reasonably subcontract with third parties for the provision of the deliverables under this Agreement in its sole discretion, but such subcontracting will not absolve SERVICE PROVIDER of its performance responsibilities to AGENCY. Unless otherwise agreed in a SOW, SERVICE PROVIDER is solely responsible for its subcontractors' full and timely performance, and SERVICE PROVIDER is solely responsible for compensating any of its subcontractors.

11.7. Force Majeure. Neither Party will be liable to the other for any delay or failure to perform due to a Force Majeure Event. "Force Majeure Event" means an event outside of a Party's reasonable control including without limitation, restrictions of law, regulations, order or other governmental directives, labor disputes, acts of God, fire, explosions, terrorist acts, acts of war, fiber optic cable cuts, government shut-downs, storms, or other similar events.

11.8. Governing Laws and Jurisdiction. This Agreement and all SOWs are governed by the laws of the State of Colorado without regard for its choice of law provisions. This Agreement is not, and will never be, subject to the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws) as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

11.9. Dispute Resolution. Any dispute concerning this Agreement or a SOW will be subject to mandatory, binding arbitration before any private dispute resolution/arbitration group upon which the Parties agree, with the arbitration proceeding to occur in the State of Colorado, with the Parties using their best efforts to complete such arbitration as quickly as is reasonably practical. If the Parties are unable to agree on such an arbitration group, the arbitration will be conducted through the American Arbitration Association in compliance with its Commercial Rules of Arbitration. The cost of arbitration will be shared equally by the parties. The arbiter will have the power, within his/her discretion, to equitably award attorney fees, expert witness fees, and other costs to the substantially prevailing Party.

The arbiter has no authority to award punitive damages or other damages not measured by the prevailing Party's actual damages, and may not, in any event, make any ruling, finding or award that does not conform to the provisions of this Agreement.

11.10. Access to Books, Documents, and Records by the U.S. Department of Health and Human Services. The following clause is included because of the possible application of Section 1861(v)(1)(I) of the Social Security Act to this Agreement. But if that Section of the Social Security Act should be found inapplicable to this Agreement, then this clause will be deemed not to be a part of this Agreement and will be null and void. Until the expiration of four years after the furnishing of Services under this Agreement, the Parties will make available, upon written request, to the Secretary of Health and Human Services or to the Comptroller General, or any of their duly authorized representatives, this Agreement and books, documents, and records of the parties as are necessary to certify the nature and extent of the costs hereunder.

11.11. Notice. All notices given under this Agreement or a SOW must be in writing and given by personal delivery, certified mail return receipt requested, or nationally-recognized overnight courier service to the address set forth below or to such other address provided to the other Party sent in compliance with this Section of this Agreement.

SERVICE PROVIDER
Attn: President / Chief Executive Officer
Health Solutions
41 Montbello Rd.
Pueblo, CO 81001

AGENCY:
Attn: Chief
City of Pueblo Police Department
One City Hall Place
Pueblo, Colorado 81003

11.12. Nonsolicitation of Employees. During the term of this Agreement and for a period of one year thereafter, both parties agree not to hire, or directly or indirectly solicit or employ, any employee of the other who is involved in the development, use, or provision of the deliverables or related deliverables for a period of twelve months after the employee's termination of employment, without the prior written consent of the other Party.

11.13. Third-Party Beneficiaries. Any person who is not a Party to this Agreement shall have no rights or remedies against either of the Parties by virtue of this Agreement.

11.14. Nonexclusivity. AGENCY's engagement of SERVICE PROVIDER to perform the Services is nonexclusive and, accordingly, AGENCY will have the right to retain other contractors to perform services that are the same as, or similar in nature and scope to, the deliverables. Likewise, SERVICE PROVIDER's performance is nonexclusive and, accordingly, SERVICE PROVIDER has the right to

perform services that are the same as, or similar in nature and scope to, the deliverables, for any other clientele.

11.15. Attorney Fees and Costs. In any action or proceeding to enforce any of the terms or provisions of this Agreement or a SOW, the substantially prevailing Party will be entitled to recover its reasonable attorney fees and costs.

11.16. Amendment. No amendment, modification, or variation of the terms of this Agreement or a SOW will be valid unless made in writing, signed by the Parties.

11.17. Survival. Any provision of this Agreement which, by its nature, extends beyond the term of this Agreement, or which is required to ensure that the Parties are able to fully exercise their rights and perform their obligations under this Agreement, will survive the expiration or termination of this Agreement.

11.18. Publicity. Neither Party will use any trademark, service mark, trade name, or other name or logo of the other Party in any advertising or publicity, and shall not issue any public statement concerning this Agreement or the deliverables provided under this Agreement, without the prior written consent of the other Party.

11.19. Headings. The section headings of this Agreement and any SOW are intended for reference only and do not affect their meaning or interpretation.

11.20. Binding Effect. This Agreement and any SOW shall be binding upon and shall inure to the benefit of the parties and their respective heirs, successors, representatives, and assigns.

11.21. Construction. In the event an ambiguity or question of intent or interpretation arises, this Agreement and any SOW will be construed as if jointly drafted by the Parties and no presumption, inference, or burden of proof will arise favoring or disfavoring a Party by virtue of authorship. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate professionals, including legal and accounting professionals, before entering into this Agreement.

11.22. Further Assurances. Each Party to this Agreement will, at the request of the other Party and without charge (provided that the cost to the providing Party is reasonable under the circumstances), execute and deliver all such further instruments and documents as may be reasonably requested to further confirm, carry out, and otherwise accomplish the intent and purpose of this Agreement or a SOW.

11.23. No Exclusion. Each Party warrants on a continuing basis throughout the term of this Agreement that, to the best of its knowledge, neither it nor any of its personnel providing Services under this Agreement (a) has been convicted of any crime arising from claims or other transactions, financial relationships or financial dealings in connection with health care, or (b) has been excluded from any federal health care program or the health care program of any state. In the event that either Party is excluded from participation in any federally funded health care program during the term of this

Agreement, this Agreement shall, as of the effective date of such exclusion, automatically terminate. Each Party agrees to immediately notify the other Party of any threatened, proposed, or actual sanctions by any federally-funded health care program against it or any of its staff performing Services under this Agreement.

11.24. Nondiscrimination. Neither Party shall illegally discriminate in performing the Services on the basis of race, color, national origin, religion, ancestry, gender, sexual orientation, marital status, age, disability, physical or mental disability, health status, medical diagnosis, insurance coverage, utilization of medical or mental health services or supplies, payor status, or on any other basis prohibited by applicable law.

IN WITNESS WHEREOF, the Parties have executed this Master Services Agreement, effective as of the Effective Date listed above.

AGENCY:	SERVICE PROVIDER:
City of Pueblo Police Department	**Health Solutions**
By: _____	By: _____
Its: _____	Jason Chippeaux, C.E.O.
Date: _____	Date: _____

APPENDIX A
STATEMENT OF WORK: Crisis Intervention Co-Response Team

AGENCY and SERVICE PROVIDER have entered into a Master Services Agreement (the "Agreement"), dated as of the Effective Date, relating to the provision of Crisis Intervention Co-Response by SERVICE PROVIDER. This Statement of Work (this "SOW") is made pursuant to the terms and conditions of the Agreement. In the event of an explicit conflict or inconsistency between the Agreement and this SOW, this SOW will control. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Agreement.

1. Term. The Term of this SOW shall be from the Effective Date until June 30, 2026 and shall automatically renew for successive one (1) year renewal terms unless terminated by either party as set forth below.

2. Termination. This SOW may be terminated as follows:

(a) by either Party without cause upon not less than 60 days prior written notice to the other Party; or

(b) in the event of a material breach by any Party upon not less than 10 days prior written notice by a non-breaching Party to the breaching Party, provided that this Agreement shall not be terminable if the breaching Party cures such breach to the reasonable satisfaction of the non-breaching Party during such 15-day notice period. If the breach is of a nature that cannot reasonably be cured within such 15-day notice period, the Agreement shall continue for a reasonable period of time thereafter if the breaching Party, upon receipt of notice of breach, immediately commences to cure such breach and pursues such cure to completion with due diligence. This Agreement shall immediately terminate upon written notice by a non-breaching Party at any time the breaching Party falls to pursue such cure with due diligence.

SERVICE PROVIDER will be entitled to payment for all undisputed outstanding invoices as of the date of early termination. In addition, SERVICE PROVIDER will also be entitled to receive payment for any work done during any early termination notice period.

3. Scope of Project. The scope of the project (the "Project") consists of the following:

(a) SERVICE PROVIDER: SERVICE PROVIDER cannot and does not guarantee the availability of any CIT team at any given time or in response to any call from Agency. SERVICE PROVIDER shall use best efforts to provide the following: ("Services")

(i) Three clinicians with one working overnight shifts
(ii) One case manager
(iii) Clinical supervision for all clinical staff members
(iv) Auxiliary support via Health Solutions Crestone Recovery and Crisis Services
(v) CIT training support as requested by Agency
(vi) Co-Response to calls with potential behavioral health concerns.

(b) AGENCY: Agency will supply:
(i) Office space for clinicians
(ii) Training for clinicians improving skills in situation response
(iii) Data sharing related to the objectives of the program and services
(iv) CIT training support as requested by Service Provider
(v) Co-Response to calls with potential behavioral health concerns.

4. Project Staffing. Each Party will provide appropriate employees as necessary to assist with the Project at its sole cost and expense.

5. Project Fees and Expenses. AGENCY shall reimburse SERVICE PROVIDER for all Services provided pursuant to this SOW ("SOW Fees") as follows: $301,000. The SOW Fees and associated expenses shall be invoiced in accordance with the terms of the Agreement.

6. Issue Management. AGENCY agrees to provide all necessary information to, and cooperate fully with, SERVICE PROVIDER to facilitate the early identification and timely resolution of issues related to work contemplated by this SOW. When an issue cannot be resolved in a reasonable time to the mutual satisfaction of the Parties, they will agree on an appropriate mechanism and procedure for escalating and resolving the issue. To the extent an identified issue reasonably requires research or development of a recommendation by SERVICE PROVIDER's personnel, AGENCY will pay to SERVICE PROVIDER reasonable fees, using a commercially reasonable time and services payment method, for the time spent in research or development of a recommendation; provided, however, that in advance of such research or development: (a) SERVICE PROVIDER will provide to AGENCY a written explanation stating why such issue requires additional research or development, as well as the additional charges that will apply to the additional research or work; and (b) SERVICE PROVIDER will not undertake the additional research or development without AGENCY' prior written consent. This issue management process may also result in a change to this SOW pursuant to the Statement of Work Change Process described in the Agreement.

7. AGENCY System Responsibilities. In addition to Article 3.b. above, AGENCY is responsible for obtaining and maintaining all computer hardware, software, configurations, and communications necessary for the proper use of the deliverables.

8. Miscellaneous.

Approvals of this SOW:

AGENCY:	SERVICE PROVIDER:
By:_____	By: _____ Jason Chippeaux, C.E.O.
Its: _____	
Date: _____	Date: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Housing Administrator

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF $100,000.00 TO PROVIDE HOMEOWNER REHABILITATION; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT HS2505, AND BUDGETING AND APPROPRIATING $100,000.00 TO PROJECT NO. HS2505

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of $100,000.00 from the Colorado Department of Local Affairs to provide minor repairs to low/moderate-income homeowners. This Ordinance establishes, budgets and appropriates the grant funds to Project No.HS2505 and authorizes the Mayor to sign the Grant Agreement.

PREVIOUS COUNCIL ACTION:

Each year, funding is allocated through the Community Development Block Grant to assist low/moderate-income homeowners with minor repairs and rental rehabilitation.

BACKGROUND:

The City of Pueblo faces significant blight and deteriorating housing conditions, with an average home age exceeding 56 years, twenty years older than the Colorado statewide average of 36 years. This gap highlights an urgent need to preserve and rehabilitate our existing housing stock. Pueblo already operates several long-standing homeowner repair programs, supported by both local and federal dollars, and this grant will enable us to harness Proposition 123 resources to expand those efforts. By injecting new funding into proven repair initiatives, we can accelerate critical rehabilitation, reduce blight, and protect the health and safety of our most vulnerable homeowners.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. Accepting this grant will bring additional funding to the City to repair the aging housing stock.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the grant will not be accepted.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 34455_CityofPueblo_SFOO_Final

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS IN THE AMOUNT OF $100,000.00 TO PROVIDE HOMEOWNER REHABILITATION; AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT HS2505, AND BUDGETING AND APPROPRIATING $100,000.00 TO PROJECT NO. HS2505

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

SECTION 1.

Grant Agreement Number 34455 dated June 16, 2025 (“Agreement”) between the City of Pueblo, a Municipal Corporation, and the Colorado Department of Local Affairs, to assist with the rehabilitation of low to moderate income homeowners primary residence, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

The Mayor is hereby authorized to execute said Agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is authorized to affix the seal of the City thereto and attest the same

SECTION 3.

Project No. HS2505 is hereby established.

SECTION 4.

Funds in the amount of $100,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. HS2505.

SECTION 5.

The officers and staff of the City are hereby authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to effectuate the transactions described therein.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

STATE OF COLORADO
GRANT AGREEMENT

COVER PAGE

State Agency Department of Local Affairs, for the benefit of the Division of Housing	**Agreement Encumbrance Number** H5AHOP34455 **CMS** #198308
Grantee City of Pueblo **Grantee UEI** N/A – State Funds	**Agreement Performance Beginning Date** The Effective Date **Initial Agreement Expiration Date** June 24, 2026
Agreement Maximum Amount $100,000.00	**Fund Expenditure End Date** June 24, 2026

Agreement Authority

Authority for this Agreement arises from §24-32-721, C.R.S. and §§29-32-101 to 106, C.R.S., as amended and Colorado House Bill 23-1304.

Agreement Purpose

The City of Pueblo is seeking funding under the Single Family Owner Occupied Rehabilitation (SFOO) program to assist with its Minor Repairs Program.

Exhibits

The following Exhibits and attachments are included with this Agreement:

Exhibit A, Applicable Laws
Exhibit B, Statement of Work
Exhibit C, [Reserved]
Exhibit D, Income Limits
Exhibit E, [Reserved]
Exhibit F, [Reserved]
Exhibit G, Sample Option Letter

Order of Precedence

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in **§19** of the main body of this Agreement.
2. The provisions of the other sections of the main body of this Agreement.
3. Exhibit B, Statement of Work.
4. Exhibit D, Income Limits
5. Exhibit A, Applicable Laws
6. Exhibit G, Sample Option Letter

Principal Representatives

For the State:	For Grantee:
Alison George, Director, Division of Housing Department of Local Affairs 1313 Sherman Street, Rm 320 Denver, CO 80203 Alison.george@state.co.us	Heather Graham, Mayor City of Pueblo 1 City Hall Place Pueblo, CO 81001 hgraham@pueblo.us

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SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

GRANTEE City of Pueblo	**DIVISION OF HOUSING** **Contract Reviewer**
By: Signed by: 3A85950B7BCA462...	By: Signed by: Theresa Cassano 2997CEFC0E56481...
Heather Graham, Mayor	Theresa Cassano, Director, Office of Housing Finance and Sustainability
Date: 6/9/2025 | 3:35 PM MDT	Date: 6/9/2025 | 8:32 PM MDT

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS

By: DocuSigned by: Geoff Alexander C4E3A701EA0F4E5...
Maria De Cambra, Executive Director

Date: 6/10/2025 | 1:38 PM MDT

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: Signed by: Beulah Messick 090ACD88A721474...
Beulah Messick, Controller Delegate

Effective Date: 6/16/2025 | 7:45 PM MDT

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1. PARTIES

This Agreement is entered into by and between Grantee named on the Cover Page for this Agreement (the "Grantee"), and the STATE OF COLORADO (the "State") acting by and through the Department of Local Affairs ("DOLA") for the benefit of the Division of Housing ("DOH"). Grantee and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work

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performed or expense incurred before the Effective Date, except as described in **§5.D**, or after the Fund Expenditure End Date.

B. Initial Term

The Parties' respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the "Initial Term") unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State's Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one (1) year or less at the same rates and under the same terms specified in this Agreement (each such period an "Extension Term"). In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Sample Option Letter attached to this Agreement. The total duration of this Agreement including the exercise of any options to extend shall not exceed five (5) years from its Effective Date without approval of the Colorado Office of the State Controller.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in **§14,** may unilaterally extend such Initial Term or Extension Term for a period not to exceed two (2) months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **§12.A.i.**

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14.** The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

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ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**.

iii. Payments

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

F. Grantee's Termination Under Federal Requirements

[Reserved].

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

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

B. "**Award**" [Reserved].

C. "**Breach of Agreement**" means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

D. "**Budget**" means the budget for the Work described in **Exhibit B, §5.2**.

E. "**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.

F. "**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

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Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.

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

H. "**Default**" means a Breach of Agreement that is not cured within 30 days after the delivery of written notice by the aggrieved Party to the other Party.

I. "**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 for this Agreement.

J. "**End of Term Extension**" means the time period defined in **§2.D**.

K. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

L. "**Extension Term**" means the time period defined in **§2.C.**

M. "**Federal Award**" [Reserved].

N. "**Federal Awarding Agency**" [Reserved].

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

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

Q. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, et seq., C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State's knowledge, instruction, or consent.

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

S. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

T. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

U. "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or other credit card information as may be protected by state or federal law.

V. "**Project**" means the overall project described in **Exhibit B** including, without limitation, the Work and the Services.

W. "**Recipient**" [Reserved].

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

Y. "**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, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

AA. "**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.

BB. "**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.

CC. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees of Grant Funds.

DD. "**Subject Property**" means real property that Grant Funds are used to acquire; or to which Grant Funds are used to make on-site improvements; or on which Grant Funds are used to construct, rehabilitate, clear or demolish improvements.

EE. "**Subrecipient**" [Reserved].

FF. "**Uniform Guidance**" [Reserved].

GG. "**Work**" means the Goods delivered and Services performed pursuant to this Agreement.

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

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

4. STATEMENT OF WORK

Grantee shall complete the Work or cause the Work to be completed as described in this Agreement and in accordance with the provisions of **Exhibit B**. The State shall have no liability to compensate Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in **Exhibit B**. Satisfactory performance of the terms of this Agreement is a condition precedent to the State's obligation to pay Grantee.

b. Grantee 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 forty-five (45) days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.

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

ii. Interest

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

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iii. Payment Disputes

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

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

[Reserved].

C. Matching Funds

Grantee shall provide Matching Funds as provided in **Exhibit B**. 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" in **Exhibit B** has been legally committed for the purposes of this Agreement. 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.

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D. Reimbursement of Grantee Costs

Only with prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described on the Cover Page, as described in this Grant and shown in the Budget in **Exhibit B**, except that Grantee may adjust the amounts between each line item of the Budget as provided for in **§5.4** of **Exhibit B**, without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Agreement or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-agreement costs pursuant to **§5.2.4** of **Exhibit B**. Grantee's costs for Work performed after the Initial Agreement Expiration Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be payable. The State shall only pay allowable costs described in this Agreement and shown in the Budget if those costs are:

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

ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

DOLA shall not release final payment until Grantee has met its close-out obligations, which include, without limitation, completion of the Project, and compliance with all monitoring reporting requirements. Grantee shall close out this Award within forty-five (45) days after the Initial Agreement Expiration Date shown on the Cover Page for this Agreement. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold up to 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Periodic Reports

In addition to any reports required pursuant to **§§6, 7 & 16** of this Agreement, Grantee shall comply with all reporting requirements of **Exhibit B**.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten (10) days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page of this Agreement.

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C. Performance and Final Status

Grantee shall submit all financial, performance, and other reports to the State as provided in **§7** of **Exhibit B** and no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of any Federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Agreement. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of three (3) 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 findings have been resolved and final action taken by the State. The State may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, 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 (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 Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the

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term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then 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. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee 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 Agreement 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 Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

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C. Use, Security, and Retention

Grantee 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. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, 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 that 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 costs thereof.

9. CONFLICTS OF INTEREST

A. Actual Conflicts of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Grantee acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships

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that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

D. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Agreement.

10. INSURANCE

Grantee shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State. Grantee may determine and require a higher limit of subcontractors or not require certain insurance in this **§10** that does not directly apply to the work of any subcontractors.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

i. $1,000,000 each occurrence;

ii. $1,000,000 general aggregate;

iii. $1,000,000 products and completed operations aggregate; and

iv. $50,000 any one (1) fire.

C. Automobile Liability

If applicable, automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

This section ☒ shall | ☐ shall not apply to this Agreement.

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Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $2,000,000 general aggregate.

E. Professional Liability Insurance

This section ☐ shall | ☒ shall not apply to this Agreement.

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

i. $1,000,000 each occurrence; and

ii. $1,000,000 general aggregate.

F. Crime Insurance

Crime insurance coverage for financial loss of State or Federal Funds for causes including, but not limited to, theft, forgery, embezzlement and funds transfer fraud with minimum limits as follows:

i. $100,000 each occurrence; and

ii. $100,000 general aggregate.

G. Umbrella Liability Insurance

For construction projects exceeding $10,000,000, Grantee and Subcontractors shall maintain umbrella/excess liability insurance on an occurrence basis in excess of the underlying insurance described in **§10.A** through **§10.E** above. Coverage shall follow the terms of the underlying insurance, included the additional insured and waiver of subrogation provisions. The amounts of insurance required in subsections above may be satisfied by the Grantee and Subcontractor purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in each section previously mentioned. The insurance shall have a minimum amount of $5,000,000 per occurrence and $5,000,000 in the aggregate.

H. Property Insurance

If Grant Funds are provided for the acquisition, construction, or rehabilitation of real property, insurance on the buildings and other improvements now existing or hereafter erected on the premises and on the fixtures and personal property included in the Subject Property against loss by fire, other hazards covered by the so called “all risk” form of policy and such other perils as State shall from time to time require with respect to properties of the nature and in the geographical area of the Subject Properties, and to be in an amount at least equal to the replacement cost value of the Subject Property. Grantee will at its sole cost and expense, from time to time and at any time, at the

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request of State provide State with evidence satisfactory to State of the replacement cost of the Subject Property. This insurance requirement shall only apply to the owner of the Subject Property or assignee as required by this Agreement.

I. Flood Insurance

If the Subject Property or any part thereof is at any time located in a designated official flood hazard area, flood insurance insuring the buildings and improvements now existing or hereafter erected on the Subject Property and the personal property used in the operation thereof in an amount equal to the lesser of the amount required for property insurance identified in **§12.H** above, or the maximum limit of coverage made available with respect to such buildings and improvements and personal property under applicable federal laws and the regulations issued thereunder.

J. Builder's Risk Insurance

This section ☒ shall | ☐ shall not apply to this Grant.

Grantee and/or Subcontractor shall purchase and maintain property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial construction/rehabilitation costs, plus value of subsequent modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made or until no person or entity other than the property owner has an insurable interest in the property.

i. The insurance shall include interests of the property owner, Grantee, and Subcontractors in the Project as named insureds.

ii. All associated deductibles shall be the responsibility of the Grantee, and Subcontractor. Such policy may have a deductible clause but not to exceed $25,000.

iii. Property insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Grantee's and Subcontractor's services and expenses required as a result of such insured loss.

iv. Builders Risk coverage shall include partial use by Grantee and/or property owner.

v. The amount of such insurance shall be increased to include the cost of any additional work to be done on the Project, or materials or equipment to be incorporated in the Project, under other independent contracts let or to be let. In such event, Subcontractor shall be reimbursed for this cost as his or her share of

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the insurance in the same ratio as the ratio of the insurance represented by such independent contracts let or to be let to the total insurance carried.

K. Pollution Liability Insurance

If Grantee and/or its Subcontractor is providing directly or indirectly work with pollution/environmental hazards, they must provide or cause those conducting the work to provide Pollution Liability Insurance coverage. The Pollution Liability policy must include contractual liability coverage. The policy limits shall be in the amount of $1,000,000 with maximum deductible of $25,000 to be paid by the Grantee's Subcontractor.

L. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Grantee and Subcontractors.

M. Primacy of Coverage

Coverage required of Grantee and each Subcontractor shall be primary over any insurance or self-insurance program carried by Grantee or the State.

N. 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 Grantee and Grantee shall forward such notice to the State in accordance with **§14** within seven (7) days of Grantee's receipt of such notice.

O. Subrogation Waiver

All commercial insurance policies secured or maintained by Grantee or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Grantee or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

P. Public Entities

If Grantee is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §§24-10-101, *et seq.*, C.R.S. (the "GIA"), Grantee shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Grantee shall ensure that the Subcontractor maintain at all times during the terms of this Grantee, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

Q. Certificates

For each commercial insurance plan provided by Grantee under this Agreement, Grantee shall provide to the State certificates evidencing Grantee's insurance coverage

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required in this Agreement within seven (7) Business Days following the Effective Date. Grantee 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 Grantee's subcontract is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven (7) Business Days following Grantee's execution of the subcontract. No later than fifteen (15) days before the expiration date of Grantee's or any Subcontractor's coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Grantee shall, within seven (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 section.

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party except that, at the aggrieved Party's sole discretion, the thirty (30) day period may be extended. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as

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necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

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c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

f. Technical Assistance

State may elect to conduct on-site monitoring and work closely with Grantee until the Project is back on schedule. State shall provide prior written notice to Grantee if its elects to conduct on-site monitoring, which shall be conducted during normal business hours and shall not unduly disrupt Grantee's business operations.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the Department of Local Affairs as described in §24-

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101-301(30) C.R.S. for resolution following the same resolution of controversies process as described in §24-106-109, C.R.S., and §§24-109-101.1 through 24-109-505, C.R.S. (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

i. Copyrights

[Reserved].

ii. Patents

[Reserved].

iii. Assignments and Assistance

Whether or not Grantee is under contract with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present,

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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"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this section shall apply. Grantee agrees to be governed by and comply with the provisions of §§24-106-103, 24-102-206, 24-106-106, and 24-106-107 C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee'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.

17. RESTRICTIONS ON PUBLIC BENEFITS

This section ☐ shall | ☒ shall not apply to this Agreement.

Grantee must confirm that any individual natural person 18 years or older is lawfully present in the United States pursuant to §24-76.5-101, *et seq*., C.R.S. when such individual applies for public benefits provided under this Agreement by requiring the applicant to:

A. Produce a verification document in accordance with §24-76.5-103, C.R.S.; and,

B. Execute an Affidavit of Legal Residency attached as Form 1, or a substantially similar form as determined by the State.

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18. GENERAL PROVISIONS

A. Applicable Laws

At all times during the performance of this Agreement, Grantee shall comply with all applicable Federal and State laws and their implementing regulations, currently in existence and as hereafter amended, including without limitation those set forth on **Exhibit A**, Applicable Laws. Grantee also shall require compliance with such laws and regulations by Subcontractors under subcontracts permitted by this Grant.

B. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

C. Subcontracts

Grantee shall not enter into any subgrant or 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 such subgrant or subcontract upon request by the State. All subgrants and subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

D. Binding Effect

Except as otherwise provided in **§18.B** and **Exhibit B**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

E. 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.

F. 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.

G. 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.

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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. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

J. Jurisdiction and Venue [Reserved].

K. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

i. By the Parties

The State, at its discretion, shall have the option to unilaterally extend the Initial Agreement Expiration Date, change the Agreement Maximum Amount at the Grantee's request, and in the Statement of Work (**Exhibit B**), adjust the Project Budget**,** modify the Service Area**,** the Milestones, the Responsible Administrator, the Payment Schedule, and the Remittance Address through an Option Letter in a form substantially similar to **Exhibit G**, properly executed and approved in accordance with applicable State laws, regulations, and policies. Modifications other than by Option Letter shall not take effect unless agreed to in writing by both parties in an amendment to this Agreement properly executed and approved in accordance with State laws, regulations, and policies.

ii. By Operation of Law

This Agreement is subject to such modifications as may be required by changes in Federal or Colorado State law, or their implementing regulations. Any such required modification automatically shall be incorporated into and be part of this Agreement on the effective date of such change, as if fully set forth herein.

iii. Items Not Requiring Modification – Consents

Where the terms of this Agreement require the Grantee to obtain the consent of the Division of Housing, the Division Director or their delegate shall be authorized to provide such consent, in his or her discretion.

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L. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

M. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

N. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

O. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

P. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

Q. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§18.B,** this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

R. 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,

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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.

S. 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.

T. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

U. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

V. Indemnification [Reserved].

W. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all applicable 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 Grant.

X. Accessibility

Grantee shall comply with and Work Product provided under this Agreement shall be in compliance with all applicable provisions of Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§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. 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), incorporated in the State of Colorado technology standards.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. Statutory Approval. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

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B. Fund Availability. §24-30-202(5.5), C.R.S.

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

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq*., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction and Venue.

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

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G. Prohibited Terms.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee Financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. Vendor Offsets and Erroneous Payments. §§24-30-202(1) and 24-30-202.4, C.R.S.

[*Not applicable to intergovernmental agreements*] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

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EXHIBIT A -
APPLICABLE LAWS

Laws, regulations, and authoritative guidance applicable to this Agreement include, without limitation:

1. Age Discrimination Act of 1975, 42 U.S.C. 6101, et seq.
2. Age Discrimination in Employment Act of 1967, 29 U.S.C. 621, et seq.
3. Americans with Disabilities Act of 1990, 42 U.S.C. 12101, et seq.
4. Equal Pay Act of 1963, 29 U.S.C. 206(d)
5. Immigration Reform and Control Act of 1986, Pub. L. No. 99-603, 100 Stat. 3359
6. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, implementing regulations at 24 CFR Part 8
7. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq.
8. Title VII of the Civil Rights Act of 1964, 42 U.S.C. 2000e, et seq.
9. Title IX of the Education Amendments of 1972, 20 U.S.C. 1681, et seq.
10. §24-34-301, *et seq*., C.R.S. (Colorado Civil Rights)
11. Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. 1701u, implementing regulations at 24 CFR Part 135
12. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. 4601, et seq., implementing regulations at 49 CFR Part 24
13. Davis-Bacon Act, 40 U.S.C. 3141, et seq., implementing regulations at 29 CFR Parts 1, 3, 5, 6, and 7.
14. Contract Work Hours and Safety Standards Act, 40 U.S.C. 3701, et seq., implementing regulations at 29 CFR Part 5.
15. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), 2 CFR Part 200.
16. Colorado Local Government Audit Law, §29-1-601, et seq., C.R.S.
17. Colorado Housing Act of 1970, §24-32-701, *et seq*., C.R.S.
18. §24-75-601, *et seq*., C.R.S. (Funds – Legal Investments)
19. McKinney–Vento Homeless Assistance Act of 1987 (Pub. L. 100-77, July 22, 1987, 101 Stat. 482, 42 U.S.C. § 11301 et seq.).
20. HOME Investment Partnerships Program Final Rule at 24 CFR Part 92.

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EXHIBIT B
STATEMENT OF WORK

1. GENERAL.

1.1 Project Description. This Grant will support the Grantee's Single-Family Owner-Occupied ("SFOO") housing rehabilitation program (the "Program"), which serves households at or below 80% of Area Median Income ("AMI"). The Grant Funds are expected to support approximately eight (8) rehabilitation grants or loans, of which a maximum of two (2) may be emergency repair loans.

1.2 Service Area. Performance of services for this Agreement shall occur in the entities in the following areas eligible for Proposition 123 in Pueblo County, and such areas that have opted into the Proposition 123 Program.

1.3 Grantee Entity Type. [Reserved].

1.4 Grantee's Obligations. Grantee shall:

1.4.1 Complete the Project, administer this Agreement, and provide required documentation to the State as specified herein.

1.4.2 Prior to disbursing any funds, Grantee shall enter into a written agreement, the content of which meets DOLA's requirements, with:

1.4.2.1 All Subcontractors engaged by Grantee to aid in the performance of the Work; and,

1.4.2.2 All individuals who receive direct benefits under this Grant (i.e. Program Beneficiaries).

1.4.3 Grantee's rights and obligations under this **Exhibit B** are personal and may not be transferred or assigned without the prior, written consent of DOH. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

1.4.4 Administering Entity. [Reserved].

1.5 Time of Performance. Grantee shall commence its performance of the Work on the Agreement Performance Beginning Date and complete all Work prior to the Initial Agreement Expiration Date, both of which are listed on the Cover Page of the Grant Agreement. The Initial Agreement Expiration Date may be extended in accordance with **§2C**, **§2D,** or **§18K** of the Grant Agreement. In the event Grantee desires to extend its time of performance, Grantee shall submit a written request to the DOH Asset Manager at least 60 days prior to the Initial Agreement Expiration Date, and shall include a full justification for the extension request.

2. DEFINITIONS.

The following definitions are in addition to definitions appearing in the main Grant Agreement and other Exhibits.

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2.1 Affordable Rent Limits. [Reserved].

2.2 Affordability Period. [Reserved].

2.3 Beneficiaries. "Beneficiaries" shall mean the persons and/or households who are the end users that benefit from the Project.

2.4 Consolidated Plan. [Reserved].

2.5 HDG-Assisted Unit. "HDG-Assisted Unit" means a single-family owner-occupied housing unit that has been repaired, rehabilitated or reconstructed with the assistance of the Grant Funds.

2.6 HUD. "HUD" means the United States Department of Housing and Urban Development.

2.7 Low-Income Family. "Low-Income Family" means a family whose annual income does not exceed 80 percent of AMI, as determined by HUD, with adjustments for smaller and larger families, or as HUD may establish for the area. The Area Median Income limits for this Project are published annually on CHFA's website, or if no longer published by CHFA, an equivalent index shall be designated by DOLA.

2.8 Matching Funds. "Matching Funds" means the funds provided by Grantee as a match to receive the Grant Funds, if required.

2.9 National Objective. [Reserved].

2.10 Non-Entitlement Area. [Reserved].

2.11 Other Funds. "Other Funds" means funding provided or to be provided by other federal, state, local, or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

2.12 Pre-Agreement Costs. "Pre-Agreement Costs" means costs incurred prior to the Effective Date of this Agreement that are eligible for payment with Grant Funds. Pre-Agreement Costs are allowed only to the extent such costs are specifically identified in **§5.2.4** of this **Exhibit B**.

2.13 Program. "Program" means the Grantee's Single-Family Owner-Occupied (SFOO) housing rehabilitation program.

2.14 Program Income. "Program Income" shall have the meaning given in 24 CFR §570.489(e).

2.15 Project. "Project" means the Work (as defined in §3.II of the Grant Agreement) to be performed by the Grantee pursuant to the Grant Agreement in furtherance of the goals, objectives and expectations described in **§1.1** of this **Exhibit B**.

2.16 Project Close-Out Date. "Project Close-Out Date" shall mean the date DOLA determines the Project is complete as identified in writing to the Grantee.

2.17 Substantial Completion. "Substantial Completion" means closing of the final SFOO loan contemplated in **§1.1.**

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3. DELIVERABLES.

3.1 Outcome. Project Completion in accordance with §24-32-721, C.R.S., Grantee's grant application, the Performance Measures set forth below, and the other terms and conditions of this Grant Agreement.

3.2 Service Area. Performance of services for this Agreement shall occur in the entities in the following areas eligible for Proposition 123 in Pueblo County, and such areas that have opted into the Proposition 123 Program.

3.3 National Objective. [Reserved].

3.4 Performance Measures. Grantee shall comply with the following Milestones and Target Dates:

Milestone:	Target Date:
Submit required insurance certificates	30 days after contract execution
Submit Quarterly and Narrative Report	Ongoing
Submit Project Completion Report	Contract End Date
Submit Loan Portfolio Status Program Income Reports	7/31 1/31
Submit any audit performed for any fiscal year covering a portion of the term of Agreement. [per Section **§7.2** of Statement of Project]	Ongoing
Close up to 10 loans	Ongoing
Submit the First Three Pages of an Appraisal or a copy of the FEMA Floodplain FIRM Map for Flood Zone Information	Ongoing

4. KEY PERSONNEL.

4.1 Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of the individual identified below, an employee or agent of Grantee, who is hereby designated as a key personnel and the Responsible Administrator of this project:

Melissa Cook, Interim Housing Administrator
City of Pueblo
2631 East 4th
Pueblo, CO 81001
mcook@pueblo.us

4.2 Other Key Personnel. None.

4.3 DOH Asset Manager. Brittany Bell (brittany.bell@state.co.us)

4.4 Replacement Personnel. If any Grantee Key Personnel cease to serve, Grantee shall immediately notify DOH of such event in writing. Replacement of Grantee Key Personnel shall be subject to DOH approval. Requests to replace Grantee Key Personnel shall be made in writing and shall include, without limitation, the name of the person, their qualifications, and the effective date of the proposed change. Notices sent pursuant to this subsection shall be sent in accordance with **§14** of the main body of the Agreement, with a copy to DOH Asset Manager. Anytime Grantee Key Personnel cease to serve, the

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State, at its sole discretion, may direct Grantee to suspend work on the Project until such time as the Grantee proposes a replacement and such replacement is approved by DOH.

5. FUNDING.

The amount of funding provided by the State is limited to the Agreement Maximum Amount shown on the Cover Page of the Grant Agreement and is shown in the table in **§5.2.1** as "Grant Funds (DOLA)". The Grant Funds shall be used for activities shown in table in **§5.2.3**.

5.1 Other Funds. Grantee shall provide all funds necessary to complete the Project.

5.2 Project Budget.

5.2.1 Sources.

Source	Amount
Grant Funds (DOLA)	$100,000.00
CDBG	$143,413.00
City of Pueblo	$50,000.00
Total Sources	**$293,413.00**

5.2.2 Uses.

Use	Amount
Single Family Owner Occupied (SFOO) Rehabilitation	$243,413.00
Administration (Project Delivery/Program Overhead)	$50,000.00
Total Uses	**$293,413.00**

5.2.3 Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited the items and amounts listed in the table below (subject to any line item adjustments made pursuant to **§5.4.1)**.

Eligible Use	Amount
Single Family Owner Occupied Rehabilitation	$90,000.00
Administration (Project Delivery/Program Overload)	$10,000.00
Total Uses	**$100,000.00**

5.2.4 Pre-Agreement Costs. [Reserved].

5.3 Project Budget Line Item Adjustments. Adjustments made pursuant to this section cannot increase the total amount of Grant Funds.

5.3.1 If the table in **§5.2.3** lists more than one Eligible Use, Grantee shall have authority to make adjustments between line items, up to an aggregate of ten percent (10%) of such line item, without the prior approval of the State, except that Grantee may not transfer funds to or between administration budget lines (e.g. development fees, program overhead and project delivery). Grantee shall send written notification of allowed adjustments to the State within thirty (30) days of such adjustment.

5.3.2 Changes to individual line item amounts in excess of ten percent (10%) require prior written approval of the DOLA Controller. Grantee shall submit a written

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request for changes pursuant to this Section to the State. Such request shall include the amount of such request, the reason for the request and any necessary documentation. If the State approves such request, the State may unilaterally execute an Option Letter accepting such request pursuant to **§18**.K. of the Grant Agreement.

6. PAYMENT.

Payments to Grantee shall be made in accordance with the provisions of **§5** of the Grant Agreement, and this **§6** of **Exhibit B.**

6.1 Payment Schedule. Grantee shall submit all payment requests in a timely manner. Unless otherwise agreed to by DOH, Grantee shall submit payment requests once per month, on or before the 20th of each month. Eligible expenses incurred by Grantee during any calendar month shall be included in the following month's pay request. Grantee shall submit payment requests to the DOH Asset Manager listed in **§4.3**. The DOH Asset Manager shall review the payment request and, if approved, shall submit the pay request to DOLA accounting for its review, approval and payment. Grantee shall disburse Grant Funds received from the State within fifteen days of receipt.

Payment	Amount	
Interim Payment(s)	$99,000	Paid upon DOLA's receipt of all of the following: actual expense documentation; written request from Grantee for reimbursement of eligible approved Project activities; Beneficiary data; and, all required reporting.
Final Payment	$1,000	Paid upon DOLA's receipt and approval of a written request for payment, expense documentation of eligible costs, Beneficiary data, and all required reports.
Total	**$100,000**	

6.2 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Agreement:

City of Pueblo
PO Box 1427
Pueblo, CO 81002

6.3 Interest. If advance payments are authorized, Grantee or Subgrantee may keep interest earned from Grant Funds up to $500 per year for administrative expenses. All interest earned in excess of $500 shall be remitted to DOLA.

6.4 Withholding of Payments. In addition to any other rights that the State has with respect to enforcement of this Agreement, DOH may, at its discretion, withhold its approval of payment requests submitted by Grantee pursuant to **§6.1** pending Grantee's submission and DOH's review and approval of:

6.4.1 [Reserved].

6.4.2 Any reporting required pursuant to the terms of the main body of the Grant Agreement or this **Exhibit B.**

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7. ADMINISTRATIVE REQUIREMENTS

Grantee shall administer Grant Funds in accordance with the requirements of this Agreement, and all Division of Housing ("DOH") Guidelines, including DOH Revolving Loan Funds Guidelines.

7.1 **Accounting**. Grantee shall maintain segregated accounts of Grant Funds and Other Funds associated with the Project and make those records available to the State upon request. All receipts and expenditures associated with the Project shall be documented in a detailed and specific manner, in accordance with the Project Budget in **§5.2** above.

7.2 **Audit Report**. If an audit is performed on Grantee's records for any fiscal year covering a portion of the term of this Agreement or any other grants/contracts with DOLA, Grantee shall submit the final audit report, including a report in accordance with the Single Audit Act and 2 CFR 200.500, *et seq*., to:

Department of Local Affairs
Accounting & Financial Services
1313 Sherman Street, Room 323
Denver, CO 80203, or
email to: dola.audit@state.co.us,
and to: Brittany.bell@state.co.us

7.3 **Cost Certification.** [Reserved].

7.4 **Reporting**. In addition to all reporting required pursuant to the terms of the main Agreement, Grantee shall submit to DOLA the reports listed below in a format acceptable to the State. If such reports are not submitted in a timely manner, the State may withhold payments to Grantee as provided in **§6** of this **Exhibit B**.

7.4.1 **Financial Status Report**. Within twenty (20) calendar days of the end of each calendar quarter.

7.4.2 **Performance Report**. Within twenty (20) calendar days of the end of each calendar quarter.

7.4.3 **Lease-up Report.** [Reserved].

7.4.4 **Project Completion and Final Financial Status Report**. Within thirty (30) calendar days of the Substantial Completion of the Project, Grantee shall submit an AHOP Project Completion Report, including all attachments. If not all of the Grant Funds have been utilized, Grantee shall include a request that DOLA de-obligate all excess Grant Funds.

7.4.5 **Davis-Bacon Payroll Reports**. [Reserved].

7.4.6 **Program Income**. If this project generates Program Income, Grantee shall submit Program Income reports on a semi-annual basis, or more frequently if required by the State. These reports shall be submitted in accordance with the reporting requirements contained in DOLA's Program Income Guidelines, available on DOLA's website. **THIS §7.4.6 SHALL SURVIVE EXPIRATION AND/OR TERMINATION OF THE GRANT FOR AS LONG AS THE GRANTEE RECEIVES PROGRAM INCOME.**

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7.5 Monitoring. The State shall monitor this Agreement in accordance with its Risk-Based Monitoring Policy, available in the Consolidated Plan on DOLA's website, and **§7B** and **§7C** of the main Grant Agreement. Final evaluation of the Project will be accomplished when DOLA approves the Project Completion Report.

7.6 Bonds. [Reserved].

7.7 Procurement Standards. [Reserved].

7.8 Debarment.

7.8.1 Grantee. Grantee shall maintain an active registration with the System for Award Management at www.sam.gov, and certify that it is without active exclusions from eligibility for federal contracts.

7.8.2 Contractors employed by borrower. Contactors listed on the Federal Debarment List are not eligible to perform SFOO rehabilitation work or received Grant Funds. Grantee shall verify (through Sam.gov) that each contractor used by a recipient of an SFOO loan is not debarred or otherwise ineligible to receive federal funds, and maintain documentation of such verification.

7.8.3 Contractors employed by Grantee.

7.8.3.1 General Contractors. If Grantee enters into an agreement with a general contractor to perform SFOO rehabilitation work pursuant to this Agreement then, prior to entering into such agreement, Grantee shall ensure that the general contractor is actively registered at www.sam.gov, and ensure that such contractor is not actively excluded from eligibility to receive federal funds, and maintain documentation of such verification.

7.8.3.2 Subcontractor. If a general contractor utilized by Grantee enters into an agreement with a subcontractor to perform SFOO rehabilitation work pursuant to this Agreement then, prior to entering into such agreement, Grantee shall ensure that each subcontractor is not actively excluded from eligibility to receive federal funds, and maintain documentation of such verification.

7.9 Affirmative Marketing Plan. [Reserved].

7.10 Affirmatively Furthering Fair Housing. As a condition of funding, Grantee has submitted or shall submit a list of actions to affirmatively further fair housing and certifies they have taken and will take such actions. Grantee shall maintain documentation of all actions to affirmatively further fair housing, provide such documentation to DOLA upon request, and report on such actions with the Project Completion Report.

7.11 Davis-Bacon Act. [Reserved].

7.12 Minority Outreach. [Reserved].

7.13 Section 3 of the HUD Act of 1968 and 24 CFR Part 135. [Reserved].

7.14 Uniform Administrative Requirements. [Reserved].

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7.15 Environmental Requirements. Grantee shall comply with all applicable environmental requirements and shall not obligate Grant Funds prior to compliance with all federal environmental requirements in 24 CFR Part 58 and receipt of the written release of funds from the State.

7.16 The Federal Funding Accountability and Transparency Act of 2006 as Amended 3/20/2013 (FFATA). [Reserved]

7.17 Uniform Relocation Act (URA) and Section 104(d) of the Housing and Community Development Act of 1974. [Reserved]

7.18 Conflict of Interest. See **§7.22** of **Exhibit B** and **§9** of the main Grant Agreement.

7.19 Eminent Domain. [Reserved].

7.20 Civil Rights. Regardless of Project type, Grantee must comply with civil rights statutes and regulations, including Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 (Section 504), Section 109 of Title I of the Housing and Community Development Act of 1974, Title II of the Americans with Disabilities Act of 1990, the Architectural Barriers Act of 1968, and the Age Discrimination Act of 1975. Implementing regulations are cited in **Exhibit A**. Laws specifically relevant to this Grant include, without limitation, the following:

7.20.1 Fair Housing Act, as amended. The Fair Housing Act prohibits discrimination in housing-related transactions based on race, color, national origin, religion, sex, familial status, and disability.

7.20.2 Section 504, as amended. Section 504 of the Rehabilitation Act, as amended, provides that no qualified individual with a disability may, only by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

7.20.2.1 Section 504 Self Evaluation. Grantee has submitted a Section 504 Self Evaluation and shall revise all policies and procedures identified, which may result in prohibited exclusion or discrimination of disabled persons, to comply with Section 504. Additionally, Grantee shall evaluate reasonable accommodation requests and comply with Section 504 requirements to make such reasonable accommodations that provide disabled individuals equal opportunities to benefit from the Project.

7.21 Records Retention. Grantee shall maintain and make available to the State Project records in accordance with **§7.A** of the Grant.

7.22 Single Family Owner-Occupied Housing Rehabilitation Program. Single Family Owner-Occupied Housing Rehabilitation Programs ("SFOO Program") shall have established policies which define the criteria and manner by which the program will be administered and reflect the most current DOH Revolving Loan Fund Guidelines (which are available on DOLA's website). As of the Effective Date of this Agreement, Grantee shall have received prior written approval from DOLA of its SFOO Program policies. If

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Grantee modifies or changes the approved SFOO Program policies or desires to issue new SFOO Program policies, Grantee shall submit such changed document to DOLA for approval prior to the effective date of such policies.

The SFOO Program policies shall include, without limitation, program eligibility requirements, allowable costs, AHOP maximum assistance amounts, advisory and loan committee composition and role, use of AHOP funds in conjunction with other funds, collateral requirements, emergency repairs, change orders, files and reports, accounting, receipt and selection of applications, loan terms, contractor qualifications, bidding and contracting procedures, lien waivers, inspection of work, program changes, temporary relocation, conflicts of interest, and grievance/appeal procedures. SFOO Program policies shall be available for review during the Project monitoring by the State.

Additionally, Grantee shall have established Single Family Rehabilitation Standards, which are consistent with the DOLA Single Family Rehabilitation Standards, available on DOLA's website. The Single Family Rehabilitation Standards shall include, without limitation, health and safety; major systems; accessibility; disaster mitigation; state and local codes, ordinances, and zoning requirements; and the minimum deficiencies that shall be corrected based upon inspectable items and inspected areas from HUD-prescribed Uniform Physical Condition Standards.

7.23 Downpayment Assistance Program. [Reserved].

8. PROJECT REQUIREMENTS.

8.1 Affordability Requirements - Rental. [Reserved].

8.2 Affordability Requirements – Homeowner Rehabilitation Projects/Programs.

8.2.1 Eligible Beneficiaries. All households served shall have annual gross income that does not exceed 80% of the AMI. A listing of the incomes for all household sizes is attached as Exhibit D and updated annually on HUD's website.

8.2.2 Affordability Period. [Reserved].

8.2.3 Deed Restriction. [Reserved].

8.3 Homeownership Counseling. [Reserved].

8.4 Income Eligibility Determinations.

8.4.1.1 Initial Determination. Grantee shall determine that each household occupying an AHOP-Assisted Unit is income eligible by determining the household's annual income (as defined in 24 CFR §5.609).

8.4.1.2 Subsequent Determinations. [Reserved]

8.5 Program Income. Grantees shall comply with the State's Program Income Guidelines (which are available on DOLA's website) for the tracking, accounting, reporting, and use of Program Income. **THIS §8.5 SHALL SURVIVE EXPIRATION AND/OR TERMINATION OF THE GRANT AGREEMENT FOR AS LONG AS THE GRANTEE CONTINUES TO RECEIVE PROGRAM INCOME.**

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9. PROPERTY STANDARDS

9.1 New Construction. [Reserved].

9.2 Rehabilitation. The primary purpose of the Grant Funds and/or Program Income is the rehabilitation of existing structures to address health, safety, energy conservation, and structural deficiencies. Upon completion of the rehabilitation work, each AHOP-Assisted Unit, except any on which only emergency repairs are undertaken, shall meet the DOLA Division of Housing Single-Family Rehabilitation Standards, available on DOLA's website and incorporated by reference, and the rehabilitation work shall meet all applicable local codes, zoning, and ordinances.

9.3 Acquisition. [Reserved].

9.4 Downpayment Assistance. [Reserved].

9.5 TBRA. [Reserved].

9.6 Ongoing property condition standards. [Reserved].

9.7 Fair Housing Act (42 USC 3601-20), and Section 504 (29 USC 793), as amended. [Reserved].

END OF EXHIBIT B

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EXHIBIT C -
RESERVED

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EXHIBIT D
RENT & INCOME LIMITS*
COLORADO DIVISION OF HOUSING
Project # 34455 [AHOP] [City of Pueblo SFOO Program]
CMS #198308

		2024 INCOME LIMITS							
County	AMI	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Pueblo	80%	$ 52,800	$ 60,320	$ 67,840	$ 75,360	$ 81,440	$ 87,440	$ 96,520	$ 99,520

***Borrower is responsible for monitoring and complying with all updates to Rent and Income Limits.**

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EXHIBIT E -
RESERVED

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EXHIBIT F -
RESERVED

Docusign Envelope ID: 057CE746-C3FA-4A9A-BE7C-4BF671E9E6D0

EXHIBIT G -
SAMPLE OPTION LETTER

State Agency Department of Local Affairs, for the benefit of the Division of Housing	**Grantee** [Grantee's full legal name.]
Encumbrance Number HxHDG00000	**Option Letter Number** (1, 2, 3, etc.)
(Current) Agreement Maximum Amount $000,000.00	**(New) Agreement Maximum Amount** $000,000.00
(Current) Initial Agreement Expiration Date Month, Day, Year	**(New) Initial Agreement Expiration Date** [Month, Day, Year]
Existing CMS Number(s) 000000, 000000, 000000	**(New) CMS Number** (This Option Letter) 000000
Effective Date The date this Option Letter is signed by the State Controller.	

OPTIONS: *(Select all that are applicable.)* In accordance with **§18K** of the Original Agreement referenced above, as amended, the State hereby exercises its option to modify the following:

- ☐ A. Initial Agreement Expiration Date.
- ☐ B. Agreement Maximum Amount.
- ☐ C. Project Budget.
- ☐ D. Payment Schedule.
- ☐ E. Milestones.
- ☐ F. Service Area.
- ☐ G. Responsible Administrator.
- ☐ H. Remittance Address.

REQUIRED PROVISIONS:

1. **For use with Option 1(A):** The Initial Agreement Expiration Date, shown on the Cover Page of the Agreement, as amended, is hereby deleted and replaced with the (New) Initial Agreement Expiration Date shown in the table above.
2. **For use with Options 1(B):** The Agreement Maximum Amount shown on the Cover Page of the Agreement referenced above, as amended, is hereby deleted and replaced with the (New) Agreement Maximum Amount shown in the table above.
3. **For use with Option 1(C)**: The Project Budget in **§5.2** of the Statement of Work (**Exhibit B)**, as amended, is deleted and replaced with the following:

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5.2 Project Budget

5.2.1 Sources.

Source	Amount
[Source]	$x.xx
Total	**$x.xx**

5.2.1 Uses.

Use	Amount
[Use]	$x.xx
Total	**$x.xx**

5.2.3 Grant Funds (DOLA). Costs eligible for payment with DOLA Grant Funds are limited the items and amounts listed in the table below (subject to any line item adjustments made pursuant to §5.4.1).

Eligible Use	Amount
[Eligible Use]	$x.xx
Total	**$x.xx**

5.2.4 Pre-Agreement Costs. [Reserved].

4. **For use with Option 1(D):** The **Payment Schedule** in **§6.1** of the Statement of Work (**Exhibit B)**, as amended, is deleted and replaced with the following:

6.1 Payment Schedule

Payment	Amount	
Interim Payment(s)	$x.xx	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$x.xx	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	**$x.xx**	

5. **For use with Option 1(E):** The Milestones in **§3.2** of **Exhibit B**, as amended, is deleted and replaced with the following:

3.2. Performance Milestones. Grantee shall achieve each of the following Milestones by the Date shown.

Milestone	Date
[Milestone]	[Date]
[Milestone]	[Date]
[Milestone]	[Date]

6. **For use with Option 1(F):** The Service Area in **§1.2** of **Exhibit B**, as amended, is deleted and replaced with the following:

1.2. Service Area. The services described within this Grant shall be provided in [Area], State of Colorado.

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7. **For use with Option 1(G):** The Responsible Administrator in **§4.1** of **Exhibit B**, as amended, is deleted and replaced with the following:

   4.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of [Name, Title, email address] who is hereby designated as the responsible administrator of this Project.

8. **For use with Option 1(H):** the Remittance Address in **§6.2** of **Exhibit B**, as amended, is deleted and replaced with the following:

   6.2 Remittance Address. If mailed, payments shall be remitted to the following address unless changed in accordance with **§14** of the Grant:

   [Grantee Name]
   [Street Address]
   [City, State Zip Code]

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

STATE OF COLORADO Jared S. Polis, Governor **Department of Local Affairs** By: _____ Maria De Cambra, Executive Director Date: _____	**STATE CONTROLLER** **Robert Jaros, CPA, MBA, JD** By: _____ DOLA Controller Delegate Option Effective Date: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $64,879.57 INTO CAPITAL PROJECT NO. CIAN22 - ROOF MAINTENANCE AND REPAIR, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $56,379.57 TO MONUMENT ROOFING OF COLORADO A TECTA AMERICA COMPANY, LLC., FOR PROJECT NO. 25-052 ROOF REPAIRS - VARIOUS CITY BUILDINGS EAST OF I-25, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Ordinance transfers, budgets and appropriates insurance proceeds in the amount of $64,879.57 into Capital Project No. CIAN22 - Roof Maintenance and Repair, and awards a construction contract in the amount of $56,379.57 to Monument Roofing of Colorado a Tecta America Company, LLC., for Project No. 25-052 Roof Repairs - Various City Buildings East of I-25.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This project consists of the removal and replacement of asphalt shingle roof systems and other required repairs to the following City-owned buildings:

1. 38 William White Blvd (Lift Station #2)
2. 2717 E. 8th St (Daycare - leased)
3. 210 Cherokee Ln (Pueblo Memorial Airport Blue Storage Building)
4. 3100 Bryan Cir (Pueblo Memorial Airport Office Building)
5. 31201 Bryan Cir (Pueblo Memorial Airport Airport Terminal)
6. 31476 Bryan Cir (Pueblo Memorial Airport Fire Station #10)

7. 31001 Magnuson St (Rocky Mountain Airport FBO Building)

These buildings' roofs were damaged during a hail storm on July 13, 2023. Cirsa is paying for the roof repairs minus a $25,000.00 deductible for the July 13, 2023, storm event. The City has elected to replace the existing class 3 shingles with class 4 shingles, which are hail resistant, so we can recover the depreciation and fund the upgrade out of pocket. The class 4 shingles will hold up against hail, and none of the City roofs that were upgraded to class 4 shingles in 2020 were damaged by this storm. This will save funds in the future as Cirsa just switched the City from a $25,000.00 per event deductible to an individual building deductible.

FINANCIAL IMPLICATIONS:

Funds in the amount of $64,879.57 will be transferred, budgeted and appropriated from insurance proceeds to Capital Project No. CIAN22.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance will cancel the project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 25-052 Bid Summary

ORDINANCE NO.

AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $64,879.57 INTO CAPITAL PROJECT NO. CIAN22 - ROOF MAINTENANCE AND REPAIR, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $56,379.57 TO MONUMENT ROOFING OF COLORADO A TECTA AMERICA COMPANY, LLC., FOR PROJECT NO. 25-052 ROOF REPAIRS - VARIOUS CITY BUILDINGS EAST OF I-25, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, on July 13, 2023, several City of Pueblo buildings, east of I-25, experienced damage from a major hailstorm; and

WHEREAS, the City will receive proceeds from the insurance company for the costs of repairing such damage; and

WHEREAS, competitive bids for Project No. 25-052, Roof Repairs - Various City Buildings East of I-25 have been received and examined; and

WHEREAS, the proposal of Monument Roofing of Colorado a Tecta America Company, LLC., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-052 Roof Repairs - Various City Buildings East of I-25 to be performed; NOW THEREFORE,

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

SECTION 1.

Upon receipt, insurance proceeds in the amount of $64,879.57 shall be budgeted, appropriated, and transferred into Capital Project No. CIAN22 - Roof Maintenance and Repairs from the Self Insurance Fund

SECTION 2.

The City Council authorizes Project No. 25-052, Roof Repairs - Various City Buildings East of I-25, to be performed, and the contract for said project is hereby awarded to Monument Roofing of Colorado a Tecta America Company, LLC., in the amount of $56,379.57.

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 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……$8,500.00

SECTION 5.

Funds for Project No. 25-052, in the amount of $67,879.57 (including contingencies and additional work) shall be from Capital Project No. CIAN22, Roof Maintenance and Repair.

SECTION 6.

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 7.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

City Clerk

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

EVALUATION TABULATION

IFB No. 25-052 (CIAN22)

Roof Repairs - Various City Buildings East of I-25

RESPONSE DEADLINE: June 11, 2025 at 11:45 am

Report Generated: Friday, June 13, 2025

VENDOR TOTALS

Vendor	Base Bid	Add Alternate No. 1	Total
Monument Roofing of Colorado a Tecta America Company, LLC	$55,011.57	$1,368.00	$56,379.57

BASE BID-TYPE 3 SHINGLES

BASE BID-TYPE 3 SHINGLES					Monument Roofing of Colorado a Tecta America Company, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Roof Repairs - 38 William White Blvd. / Lift Station #2	1	L.S	$1,951.06	$1,951.06
X	2	Roof Repairs - 2717 E. 8th St. / Daycare (Leased)	1	L.S	$13,757.86	$13,757.86
X	3	Roof Repairs - 210 Cherokee Ln. / Pueblo Memorial Airport Blue Storage Building	1	L.S	$9,762.04	$9,762.04
X	4	Roof Repairs - 31000 Bryan Circle / Pueblo Memorial Airport Office Building	1	L.S	$18,654.15	$18,654.15
X	5	Roof Repairs - 31201 Bryan Circle / Pueblo Memorial Airport Airport Terminal	1	L.S	$945.57	$945.57
X	6	Roof Repairs - 31476 Bryan Circle / Pueblo Memorial Airport Fire Station #10	1	L.S	$8,055.24	$8,055.24
X	7	Roof Repairs - 31001 Magnuson St. / Rocky Mountain Airport FBO Building	1	L.S	$1,467.09	$1,467.09
X	8	Furnish and Install Roof Decking 7/16" Thick	32	S.F.	$6.12	$195.84
X	9	Furnish and Install Roof Decking 3/4" Thick	32	S.F.	$6.96	$222.72
Total						$55,011.57

ADD ALTERNATE NO. 1

ADD ALTERNATE NO. 1					Monument Roofing of Colorado a Tecta America Company, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	10	Additional Cost to furnish and install Type 4 Shingle instead of Type 3 for all shingle replacement items	1	L.S.	$1,368.00	$1,368.00
Total						$1,368.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Monument Roofing of Colorado a Tecta America Company, LLC
BID GUARANTEE	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass
ACKNOWLEDGEMENTS	
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass
INSURANCE REQUIREMENTS	Pass
COLORADO LABOR REQUIREMENT:	Pass
SALES AND/OR USE TAX INFORMATION	Pass
CERTIFICATIONS	
CERTIFICATION STATEMENT	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $34,331.17 INTO CAPITAL PROJECT NO. CIAN22 - ROOF MAINTENANCE AND REPAIR, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $29,831.17 TO MONUMENT ROOFING OF COLORADO A TECTA AMERICA COMPANY, LLC., FOR 25-051 ROOF REPAIRS - VARIOUS CITY BUILDINGS WEST OF I-25, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Ordinance transfers, budgets and appropriates insurance proceeds in the amount of $34,331.17 into Capital Project No. CIAN22 - Roof Maintenance and Repair, and awards a construction contract in the amount of $29,831.17 to Monument Roofing of Colorado a Tecta America Company, LLC., for 25-051 Roof Repairs - Various City Buildings West of I-25.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

This project consists of the removal and replacement of asphalt shingles, roof systems and other required repairs to the following City-owned buildings:

1. 123 W Evans Ave (Fire Station #3)
2. 840 S. Pueblo Blvd (Fire Station #7)
3. 3733 N. Pueblo Blvd (Honor Farm Quarter Midget Garage Building T)
4. 3733 N. Pueblo Blvd (Honor Farm Building N)
5. 311 East D St. (Engineering Annex/Paint/Streets)

These buildings' roofs were damaged during a hail storm on June 21, 2023. Cirsa is paying for the roof repairs minus a $25,000.00 deductible for the June 21, 2023, storm event. The City has elected to replace the existing class 3 shingles with class 4 shingles, which are hail resistant, so we can recover the depreciation and fund the upgrade out of pocket. The class 4 shingles will hold up against hail, and none of the City roofs that were upgraded to class 4 shingles in 2020 were damaged by this storm. This will save funds in the future as Cirsa just switched the City from a $25,000.00 per event deductible to an individual building deductible.

FINANCIAL IMPLICATIONS:

Funds in the amount of $34,331.17 will be transferred, budgeted and appropriated from insurance proceeds to Project CIAN22.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance will cancel the project.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 25-051 Bid Summary

ORDINANCE NO.

AN ORDINANCE TRANSFERRING, BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF $34,331.17 INTO CAPITAL PROJECT NO. CIAN22 - ROOF MAINTENANCE AND REPAIR, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $29,831.17 TO MONUMENT ROOFING OF COLORADO A TECTA AMERICA COMPANY, LLC., FOR 25-051 ROOF REPAIRS - VARIOUS CITY BUILDINGS WEST OF I-25, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, on June 21, 2023, several City of Pueblo buildings, west of I-25, experienced damage from a major hailstorm; and

WHEREAS, the City will receive proceeds from the insurance company for the costs of repairing such damage; and

WHEREAS, competitive bids for Project No. 25-051, Roof Repairs - Various City Buildings West of I-25 have been received and examined; and

WHEREAS, the proposal of Monument Roofing of Colorado a Tecta America Company, LLC., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 25-051 Roof Repairs - Various City Buildings West of I-25 to be performed; NOW THEREFORE,

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

SECTION 1.

Upon receipt, insurance proceeds in the amount of $34,331.17 shall be budgeted, appropriated, and transferred into Capital Project No. CIAN22 - Roof Maintenance and Repairs from the Self Insurance Fund

SECTION 2.

The City Council authorizes Project No. 25-051, Roof Repairs - Various City Buildings West of I-25, to be performed, and the contract for said project is hereby awarded to Monument Roofing of Colorado a Tecta America Company, LLC., in the amount of $29,831,17.

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 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……$4,500.00

SECTION 5.

Funds for Project No. 25-051, in the amount of $34,331.17 (including contingencies and additional work) shall be from Project Account CIAN22, Roof Maintenance and Repair.

SECTION 6.

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 7.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

City Clerk

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

EVALUATION TABULATION

IFB No. 25-051 (CIAN22)

Roof Repairs - Various City Buildings West of I-25

RESPONSE DEADLINE: June 11, 2025 at 11:30 am

Report Generated: Friday, June 13, 2025

VENDOR TOTALS

Vendor	Base Bid	Add Alternate No. 1	Total
Monument Roofing of Colorado a Tecta America Company, LLC	$27,908.17	$1,923.00	$29,831.17

BASE BID-TYPE 3 SHINGLES

BASE BID-TYPE 3 SHINGLES					Monument Roofing of Colorado a Tecta America Company, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Roof Repairs - 123 W Evans Ave.	1	L.S	$4,829.63	$4,829.63
X	2	Roof Repairs - 840 S. Pueblo Blvd - Fire Station Communication Bldg	1	L.S	$1,987.61	$1,987.61
X	3	Roof Repairs - 840 S. Pueblo Blvd - Fire Station # 7	1	L.S	$14,052.51	$14,052.51
X	4	Roof Repairs - 3733 N. Pueblo Blvd - Honor Farm Quarter Midget Garage Building T	1	L.S	$1,510.17	$1,510.17
X	5	Roof Repairs - 3733 N. Pueblo Blvd - Honor Farm Building N	1	L.S	$605.3311	$605.3311
X	6	Roof Repairs - 311 E. D St. / Engineering Annex / Paint / Streets	1	L.S	$4,504.36	$4,504.36
X	7	Furnish and Install Roof Decking 7/16" Thick	32	S.F.	$6.12	$195.84
X	8	Furnish and Install Roof Decking 3/4" Thick	32	S.F.	$6.96	$222.72
Total						$27,908.1711

ADD ALTERNATE NO. 1

ADD ALTERNATE NO. 1					Monument Roofing of Colorado a Tecta America Company, LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	9	Additional Cost to Use Type 4 Shingle Instead of Type 3 for All Shingle Replacement Items	1	L.S.	$1,923.00	$1,923.00
Total						$1,923.00

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Monument Roofing of Colorado a Tecta America Company, LLC
BID GUARANTEE	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass
ACKNOWLEDGEMENTS	
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass
INSURANCE REQUIREMENTS	Pass
COLORADO LABOR REQUIREMENT:	Pass
SALES AND/OR USE TAX INFORMATION	Pass
CERTIFICATIONS	
CERTIFICATION STATEMENT	Pass
EXPLANATION OF NEGATIVE RESPONSE	No Response

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Eva Cosyleon, MPO Manager

SUBJECT: AN ORDINANCE ESTABLISHING 2026 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT, TP2501, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $12,000 FOR SAID PROJECT

SUMMARY:

This Ordinance establishes the SFY2026 Pueblo Area Council of Government (PACOG) Rural Transportation Planning Project, Project No. TP2501, and budgets and appropriate funds in the amount of $12,000 from the Pueblo Area Council of Governments (PACOG) received from the Colorado Department of Transportation (CDOT) Rural Planning Grant (RPG) funds.

PREVIOUS COUNCIL ACTION:

The establishment of the Project and budgeting of funds has been approved by City Council on an annual basis once the purchase order is issued by the State of Colorado to PACOG.

BACKGROUND:

The PACOG receives an annual award of funds from CDOT for rural and statewide transportation planning and associated allowable expenses that provides $12,000 in RPG funds to PACOG for July 1, 2025 through June 30, 2026. The City and PACOG annually enters a delegation agreement that authorizes the City to complete the transportation planning tasks on behalf of PACOG and be reimbursed at 100% for eligible expenses. This Ordinance establishes the TP2501 Pueblo Rural Transportation Planning Project and budgets and appropriates funds in the amount of $12,000 allocated for PACOG to complete rural transportation planning services in compliance with the state requirements for the use of the RPG grant funds.

FINANCIAL IMPLICATIONS:

Funds in the amount of $12,000 shall be budgeted and appropriated for the Rural Transportation Planning Project. It is estimated that approximately two (2%) of the Project cost or approximately $150 in staff time from the Finance department will be spent on the Project.

BOARD/COMMISSION RECOMMENDATION:

The Rural Planning Grant funding is included as a component of the Delegation Agreement between the City of Pueblo and PACOG and approved by Ordinance No. 10861 on December 23, 2024.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If City Council does not approve this Ordinance, the CDOT funding will not be expended by the City's Urban Transportation Planning Division and funds for transportation planning outside of the urbanized area, and travel expenses for outside of Pueblo will not be reimbursed through these funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. PACOG MPO FY 26 RPA-PO#411042307 w SOW

ORDINANCE NO.

AN ORDINANCE ESTABLISHING 2026 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT, TP2501, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $12,000 FOR SAID PROJECT

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

SECTION 1.

The 2026 Pueblo Rural Transportation Planning Project No. TP2501 is hereby established.

SECTION 2.

Funds in the amount of $12,000 from the SFY2026 Pueblo Area Council of Governments (PACOG) Rural Transportation Planning Grant as authorized in the 2025 City and PACOG Delegation Agreement approved by Ordinance No. 10861 on December 23, 2024 are hereby budgeted and appropriated for said Project.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Buyer: Natalie Martinez
Phone Number:
Agency Contact: Kathleen Collins
Phone Number: 303-757-9434

DATE: 06/26/2025

IMPORTANT
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

Purchase Order
State of Colorado

PO# 411042307
Award#:
BID#:

Vendor Master#: 2000241
Phone: 719-225-0460
Vendor Contact: LOUELLA SALAZAR

VENDOR
PUEBLO AREA COUNCIL OF GOVERNMENTS
201 W 8TH STREET SUITE 110
PUEBLO CO 81003

Invoice TO:

Payment will be made by this agency

Ship TO: Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Delivery/Installation Date: 12/31/2026
PO Expiration Date: 12/31/2026

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

SPECIAL INSTRUCTIONS

LINE	PRODUCT NUMBER / PRODUCT CATEGORY / DESCRIPTION	UOM / PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	96287 M25-6.03 FY26 RPA	*** 7001	12,000.00 0	1.00	12,000.00

DOCUMENT TOTAL: 12,000.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
https://osc.colorado.gov/spco/central-contracts-unit/purchase-order-terms-conditions
DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature Date

Signature not required if PO transmitted electronically.

RURAL PLANNING WORK PROGRAM

Pueblo Area Regional Planning Commission (RPC) and Transportation Planning Region (TPR)

AMOUNT NOT TO EXCEED: *$12,000*

Designated Contacts for TPR:

For the purpose of this Purchase order, Kathleen Collins is hereby designated representative of the State and Eva Cosyleon is hereby designated representative of Pueblo Area Council of Governments (a.k.a. Vendor), fiscal entity for the Pueblo Area TPR. The Vendor's representative (or Administrator) is responsible for providing the TPR's Representative and Alternate(s) to the State Transportation Advisory Committee (STAC) with copies of this Scope of Work, so they are aware of the tasks for which the TPR is responsible and related eligible expenses. Either party may from time to time designate in writing new or substitute representatives including new or substitute addresses where notices shall be sent. All notices required to be given by the parties hereunder shall be sent by US mail (certified, registered or regular postal) to the individuals at the addresses set forth below:

To CDOT:
Kathleen Collins
DTD Statewide & Regional Planning Section
Colorado Department of Transportation
2829 W. Howard Place, 3rd Floor
Denver, CO 80204

To STAC Representative:
Wendy Pettit, Regional Planning Coordinator
PACOG
201 W 8th Street Suite 110
Pueblo, CO 81003

To the Vendor/Contract Administrator:
Eva Cosyleon, MPO Manager
PACOG/Pueblo MPO
211 East D Street
Pueblo, CO 81003

REQUIREMENTS

Conforming to the standards set forth in Sections IV, V, VI, VII and VIII of 2 CCR 601-22 (the Rules) for the expenditure standards of State Planning and Research (SPR) funds during the Program Period (beginning July 1 of the issuing year and expiring June 30 of the ending year), the Vendor shall cooperatively undertake the activities related to the statewide and regional transportation planning process to perform the tasks identified in the Scope of Work herein.
The State and FHWA are specifically authorized to review and inspect, at all reasonable times, all such

records, including all technical and financial aspects of the tasks described in the Scope of Work. The State will arrange such reviews and inspections with monitoring to be done no more than quarterly. The State reserves the right to a mid-year review of the cost data and other progress associated with the tasks. The State will provide at least one week's notice of the date and time for any meeting to discuss said review.

The Vendor shall assure that SPR funds spent during the Program Period are for activities directly related to the statewide and regional transportation planning process as articulated in the tasks section of the Scope of Work. Throughout the duration, all activities must be in accordance with all applicable State and Federal requirements and within the terms and conditions of this purchase order.

The State has the right to disallow any costs incurred by the Vendor which are inconsistent with or not in compliance with the authorized tasks of the Scope of Work. Prior approval must be obtained in writing from the State's designated representative for any expenses not explicitly authorized in the tasks section below.

All requests for reimbursement shall include documentation of all expenditures in accordance with 2 CFR 200, 49 CFR Part 18, 23 CFR 420 and the attached Scope of Work Guidance. The attached Rural Planning Assistance Contract Reimbursement Request Form must be filled out in its entirety and include specific tasks and the date the tasks were performed.

Requests for reimbursement for the expenditure of funds must be submitted to the State at least quarterly. Pursuant to 49 CFR 18.41, grantees are required to submit invoices on at least a quarterly basis and within 30 days of the close of each billing period. Vendors may elect to submit invoices on a more frequent basis, but at a minimum, invoices must be submitted no less frequent than the billing schedule below:

Quarter	End Date	Billing Due Date
1st (beginning July 1, 2025)	September 30, 2025	October 30, 2025
2nd (beginning October 1, 2025)	December 31, 2025	January 31, 2026
3rd (beginning January 1, 2026)	March 31, 2026	April 30, 2026
4th (beginning April 1, 2026)	June 30, 2026	July 30, 2026

Final billings are due to the State by September 30. Upon the expiration of this purchase order, all unclaimed funds will revert to the State, and will not carry forward into the next year.

To assure SPR funds conform with the tasks of the Scope, pursuant to 49 CFR 18.42, the Vendor shall maintain a complete file of all records, communications, and other written materials which pertain to the performance and cost of services for the duration of this purchase order and further such period (up to three years) as may be necessary to resolve all financial matters. The Vendor shall permit the State, FHWA or the Comptroller General of the United States to audit and/or inspect Vendor's records pertaining to the services of this purchase order for the specified period to evaluate Vendor's performance assuring compliance with the terms and conditions hereof. Copies of these records shall be furnished, if requested, to the State, FHWA, or the Comptroller General. The Vendor shall include this record keeping/audit requirement in any purchase order with any consultant who performs tasks, by expressly requiring the consultant, and/or other agencies, to comply with this requirement.

All reports pertaining to the performance of this purchase order shall be reviewed and approved pursuant to the procedures established under 2 CCR 601-22, but no report will be published without the prior approval of FHWA. Any published material shall acknowledge the participation of the State and the FHWA in recognition of the cooperative nature of the statewide transportation planning process, for example, “FUNDED BY THE FHWA AND THE FTA”. Published materials include any non-internal documents, reports, maps, photographs, computer software or like materials that are intended to be viewed by those outside of FTA, FHWA, CDOT and the TPR.

Vendor shall take responsibility to ensure the fulfillment of the Scope of Work and take all reasonable steps to obtain the necessary staff, or consultant services, required to carry out all tasks described and identified in the Scope and this section. The selection for consultant services, pursuant to 49 CFR 18.36, shall be in compliance with all federal procurement requirements. In addition, any Request for Proposal (RFP) used by the Vendor to secure consultant services must be reviewed and approved by the State prior to release. The Vendor shall obtain written authorization from the State before executing any contract for consultant services, which utilizes SPR funds.

SCOPE OF WORK

The purpose of the Scope of Work is to present procedures for the statewide and regional transportation planning process within the TPRs. If you have any questions, please contact your MPO & Regional Planning Liaison.

The following tasks are incorporated herein to describe the work program for the continuation of the statewide and regional transportation planning process within the TPRs. The purpose of the work is to implement the provisions of C.R.S. § 43-1-1101 et seq. and Rules and Regulations for the Statewide Transportation Planning Process and the Transportation Planning Regions, 2 CCR 601–22 (The Rules). **The primary intended use for these funds are described in tasks 1 and 2, which include the regular activities of the TPR. Secondary intended uses are described in tasks 3-6 which may occur periodically throughout the planning cycle.**

TPR designated STAC representatives and alternates are eligible for reimbursement of allowable travel expenses related to the tasks listed below. Eligible expenses may include, but are not limited to, transportation, lodging, and meals as per State Travel Policy and applicable CDOT procedural directives. CDOT will provide a travel reimbursement form to document the aforementioned expenses. In lieu of submitting a signed CDOT travel reimbursement form, TPRs may submit alternate signed travel documentation, as long as it provides the same information as required in the CDOT form.

PRIMARY TASKS

1 – *Participation in the Statewide Transportation Advisory Committee (STAC)*

The TPR shall have a designated representative to carry out the duties of the STAC pursuant to C.R.S. § 43-1-1104 (STAC Responsibilities) as amended, and Section V. of the Rules. The TPR shall also designate a STAC Alternate to attend regularly scheduled meetings and carry out these duties if the designated representative is unable or unavailable.

STAC representatives shall attend monthly STAC meetings, as well as other official STAC events. A STAC representative's duties include, but are not limited to:

1. Serving as the communication liaison between the Department, the STAC and the members of the TPR and constituents.

2. Providing advice to the Department on the needs of the transportation system.

3. Reviewing and commenting on updates and amendments to the Regional and Statewide Transportation Plans.

4. Providing assistance in resolving transportation related conflicts which arise between TPRs, or between the Department and a TPR.

5. Making recommendations to the Department concerning the integration and consolidation of Regional Transportation Plans (RTPs) into the Statewide Transportation Plan.

6. Furnishing regional perspectives on transportation problems requiring statewide solutions.

7. Providing advice and comment on TPR boundaries.

2 – ***Provide Opportunities for Public Participation in TPR Meetings***

Please reference Section VI (Public Participation Rules) of 2 CCR 601-22 (The Rules), which includes specific public participation provisions required in the transportation planning process.

The TPR shall work in cooperation with CDOT in carrying out the requirements for public participation as described in The Rules and Title 23 CFR Part 450 of the federal regulations. Public participation shall include, but not be limited to:

1. Providing a proactive process that allows the public the opportunity to participate in the transportation planning process. The process shall provide a mechanism for public perspective, ideas and needs to be incorporated into the planning process, developing the public's understanding of the problems and opportunities facing the transportation system.

2. Conducting meetings, transportation forums, open houses or other means of public meetings for the purpose of providing information about transportation issues, receiving comments, consideration and response to public input and building consensus on transportation priorities. The TPR shall record the proceedings of meetings, forums and other public meetings concerning transportation in their TPR and make those notes available to the TPR constituency, especially interested parties unable to attend the meetings.

3. Providing mailings, either electronic or regular, containing information about transportation issues. The TPR shall maintain a mailing list of all known parties interested in transportation planning in the TPR including but not limited to: elected officials, municipal and county planning staffs, affected public agencies, local state and federal agencies eligible for federal and state

transportation funds, local representatives of public transportation agency employees and users, freight shippers and providers of freight transportation services, private transportation providers, representatives of alternative transportation mode users, such as pedestrian walkways and bicycle transportation facilities; representatives of the disabled, private industry, environmental and other interested groups, Indian tribal governments and the US Secretary of the Interior when tribal lands are involved, representatives of persons or groups that may be underserved by existing transportation systems such as minority, low-income and disabled populations; and members of the general public.

4. Utilizing available media opportunities to provide timely notice of planning related activities; this includes, but is not limited to, electronic mail, newspapers, social media and other means.

SECONDARY TASKS

3 – *Long-Range Regional Transportation Plan (RTP)*

Continue efforts to update and/or maintain the Regional Transportation Plan (RTP) and maintain up to date and relevant distribution lists, etc. The TPR shall work in conjunction with the Department and its consultants to develop new RTPs.

4 – *Regional Transportation Plan Amendments*

Federal and State legislation altering the transportation planning factors upon which the RTP is based may change the TPR's corridor priority recommendations to the Department and require amending the RTP. The TPR shall amend the RTP as necessary to make additions or deletions on review and analysis of the RTP to insure successful implementation throughout the Statewide Transportation Plan, pursuant to Section VIII of the Rules for the Statewide Planning Process (2 CCR 601-22).

5 – *Development and Amendment of the Statewide Transportation Improvement Program (STIP)*

The TPR will undertake activities and meetings necessary to participate in and provide input on the update (at least every four years) of the Statewide Transportation Improvement Program (STIP), and to review and comment on proposed policy amendments to the STIP, as needed.

To update the STIP, TPR representatives meet with their appropriate CDOT Engineering Region(s) and Transportation Commissioner(s) to cooperate in the project prioritization process within that CDOT Engineering Region. Additional information on the STIP development process is available in the *Project Priority Programming Process (4P) and STIP Development Guidelines* available at: https://www.codot.gov/programs/planning/transportation-plans-and-studies/stip

Whenever a policy amendment is proposed for the STIP, the TPR shall review and comment on the proposed amendment. The STIP amendment review process is as follows:

1. The CDOT Office of Financial Management and Budget (OFMB) will post notice of the proposed STIP amendment on the CDOT website for a 30 day review and comment period.

2. The TPR needs to determine if the policy amendment is of such significance as to establish a meeting within the 30 day comment period if a meeting is not already scheduled, or discuss the amendment at an already scheduled meeting within the 30 day review and comment period to provide for public input.

3. The TPR may elect to not hold a meeting or not discuss the proposed amendment if the RPC determines that the amendment is not significant enough to require such action.

4. The TPR should post the notice of proposed STIP amendment, if it has an office and a public place for posting such notices.

5. Comments on the proposed amendment need to be received within the 30 day review period via the CDOT website or by direct mail to the CDOT Chief Financial Officer.

6 – ***Long-Range Statewide Transportation Plan***

In conjunction with its RTP, the TPR will provide input and advice on the development of the Statewide Transportation Plan. Duties include but are not limited to:

1. Providing input on the integration and consolidation of RTPs with the Statewide Transportation Plan.

2. Reviewing and providing comment, through the STAC representative, on elements of the Statewide Transportation Plan, including drafts of the Statewide Transportation Plan, and the final Statewide Transportation Plan pursuant to C.R.S. § 43-1-1101 through 1105 and U.S.C. Section 135 Title 23.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING SECTION 17-4-44 (H) OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MINIMUM DISTANCE BETWEEN DRIVEWAY ACCESSES AND INTERSECTIONS

SUMMARY:

Attached for consideration is a text amendment that will update Chapter 4 of Title XVII of the Pueblo Municipal Code relating to driveway accesses from intersections.

PREVIOUS COUNCIL ACTION:

Ordinance 5015, dated November 22, 1982, created Section 17-4-42, 17-4-43, 17-4-44 and 17-4-45, creating the current parking standards.

Ordinance 9190, dated October 10, 2017, amended several subsections of Sec. 17-4-44, including (h). The amendment to Subsection (h) required paving the alley from the point of access to the nearest roadway and may also require improvements to the alley apron at the intersecting roadway as determined by the Director of Public Works.

BACKGROUND:

This is an administrative change to ensure City Code reflects current City Engineering and traffic standards. This revision is to Sec. 17-4-44 (h) to reflect 40-feet setback from intersections in lieu of the previous 35-feet. This is a legacy item that has been enforced since the revision of the City of Pueblo Standard Construction Specifications and Standard Details on March 28, 2005.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 11, 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 by publication of the proposed amendment fifteen (15) days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, Title XVII of the Pueblo Municipal Code will not be amended to reflect current City Engineering and traffic standards.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

1. TA-25-01 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 17-4-44 (H) OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MINIMUM DISTANCE BETWEEN DRIVEWAY ACCESSES AND INTERSECTIONS

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

SECTION 1.

Subsection (h) of Section 17-4-44. - Off-street parking general requirements are amended to read as follows:

Sec. 17-4-44. - Off-street parking general requirements.

. . .

(h) Access-Minimum. Unobstructed and direct accessways (driveways) shall be provided to the parking area from a public street or alley. Driveways shall be approximately perpendicular to the street or alley and shall be located no closer than **[**thirty-five (35)**]** forty (40) feet from the nearest intersection except in severe hardship instances, subject to approval by the City **[**Traffic**]** Engineer. All curb cuts for driveways shall be approved by the City **[**Traffic**]** Engineer. Alley access must provide paving from the point of access to the nearest roadway and may also require improvements to the alley apron at the intersecting roadway as determined by the Director of Public Works.

. . .

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately after the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

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, June 11, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Vice Chairman Patrick Avalos presiding.

Chairman Mike Castellucci arrived at 3:38 and presided over the remainder of the meeting.

Commissioners Present: Patrick Avalos, Mike Castelucci, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present*:* Paul Willumstad, Board Attorney; Laura Portis, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Spinuzzi.

Motion Passed: 6-0, Castelucci absent

Public Hearing:

2. TA-25-01 Subdivision: Text Amendment: An Ordinance amending Chapter 4 of Title XVII of the Pueblo Municipal Code relating to minimum distance between driveways and intersections. Staff report by Hannah Prinzi, Planner.

Hearing: City was applicant speaking in support of the Text Amendment application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the Text Amendment application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

TEXT AMENDMENT
TA-25-01

TO:	**City of Pueblo Planning and Zoning Commission**
FROM:	**Hannah Prinzi, Planner**
THROUGH:	**Scott Hobson, Acting Director of Planning and Community Development**
DATE:	**June 11th, 2025**
SUBJECT:	**AN ORDINANCE AMENDING SECTION 17-4-4., (h) OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO MINIMUM DISTANCE BETWEEN DRIVEWAY ACCESSES AND INTERESECTIONS**

BACKGROUND AND ANALYSIS:

The purpose of this Text Amendment is to ensure consistency between City Engineering and Traffic standards and the City code. Currently, Section 17-4-44. (h) of the Pueblo Municipal Code sets a 35-foot minimum distance required between driveway accesses and the nearest intersection. However, the City of Pueblo Standard Construction Specifications and Standard Details outline a 40-foot minimum. City Engineering and Traffic staff have been adhering to the 40-foot minimum when reviewing projects. The Text Amendment would ensure the City code reflects current City Engineering and Traffic standards and practice that have been in place for a number of years.

RECOMMENDATION:

If the Planning and Zoning Commission finds the proposed Text Amendment regarding the required distance from intersections is appropriate, staff recommends a recommendation of APPROVAL of the Text Amendment to be forwarded to City Council.

ATTACHMENTS:

a. Proposed Ordinance
b. Image of City of Pueblo Standards Construction Specifications and Standard Details

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO THE MINIMUM DISTANCE REQUIRED BETWEEN DRIVEWAY ACCESSES AND INTERESECTIONS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

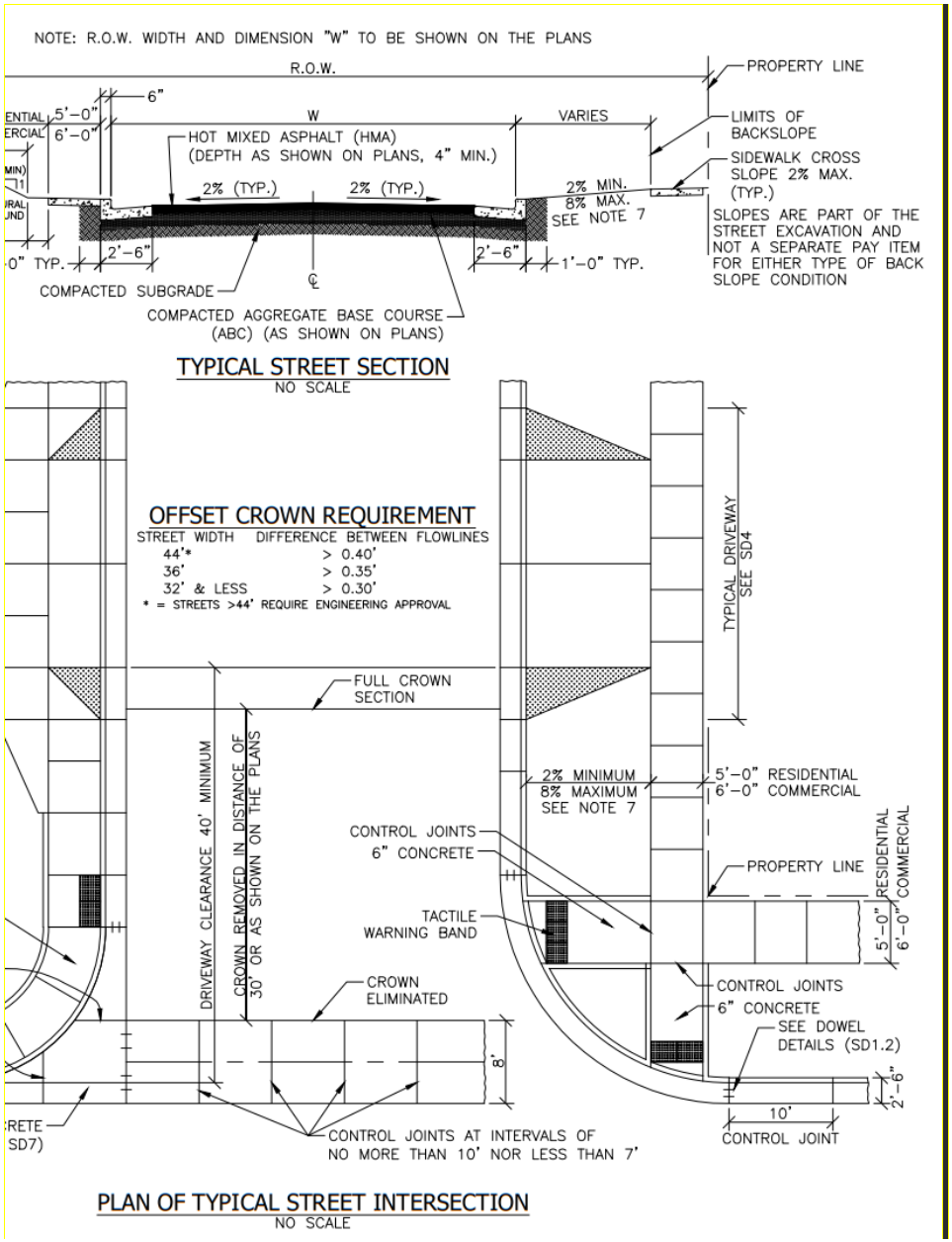
SECTION 1.

Section 17-4-44. of the Pueblo Municipal Code is hereby amended to read as follows:

Section 17-4-44. – Off-street parking general requirements.

…

(h) Access-Minimum. Unobstructed and direct accessways (driveways) shall be provided to the parking area from a public street or alley. Driveways shall be approximately perpendicular to the street or alley and shall be located no closer than [thirty-five (35)] forty (40) feet from the nearest intersection except in severe hardship instances, subject to approval by the City [Traffic] Engineer. All curb cuts for driveways shall be approved by the City [Traffic] Engineer. Alley access must provide paving from the point of access to the nearest roadway and may also require improvements to the alley apron at the intersecting roadway as determined by the Director of Public Works.


NOTE: R.O.W. WIDTH AND DIMENSION "W" TO BE SHOWN ON THE PLANS
R.O.W.
PROPERTY LINE
6"
5'-0"
6'-0"
W
VARIES
HOT MIXED ASPHALT (HMA)
(DEPTH AS SHOWN ON PLANS, 4" MIN.)
LIMITS OF BACKSLOPE
SIDEWALK CROSS SLOPE 2% MAX. (TYP.)
2% (TYP.)
2% (TYP.)
2% MIN.
8% MAX.
SEE NOTE 7
SLOPES ARE PART OF THE STREET EXCAVATION AND NOT A SEPARATE PAY ITEM FOR EITHER TYPE OF BACK SLOPE CONDITION
2'-6"
2'-6"
1'-0" TYP.
COMPACTED SUBGRADE
COMPACTED AGGREGATE BASE COURSE (ABC) (AS SHOWN ON PLANS)
TYPICAL STREET SECTION
NO SCALE
OFFSET CROWN REQUIREMENT
STREET WIDTH DIFFERENCE BETWEEN FLOWLINES
44'* > 0.40'
36' > 0.35'
32' & LESS > 0.30'
* = STREETS >44' REQUIRE ENGINEERING APPROVAL
TYPICAL DRIVEWAY SEE SD4
FULL CROWN SECTION
DRIVEWAY CLEARANCE 40' MINIMUM
CROWN REMOVED IN DISTANCE OF 30' OR AS SHOWN ON THE PLANS
2% MINIMUM
8% MAXIMUM
SEE NOTE 7
5'-0" RESIDENTIAL
6'-0" COMMERCIAL
CONTROL JOINTS
6" CONCRETE
PROPERTY LINE
TACTILE WARNING BAND
RESIDENTIAL
COMMERCIAL
5'-0"
6'-0"
CROWN ELIMINATED
CONTROL JOINTS
6" CONCRETE
SEE DOWEL DETAILS (SD1.2)
8'
2'-6"
10'
CONTROL JOINT
CONTROL JOINTS AT INTERVALS OF NO MORE THAN 10' NOR LESS THAN 7'
PLAN OF TYPICAL STREET INTERSECTION
NO SCALE

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Submitted Wednesday, May 21st, 2025
Published Tuesday, May 27th, 2025

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

Take notice that at 3:30 P.M., on the 11th day of June, 2025 in the **City Council Chambers**, 1 City Hall Place.

The Planning and Zoning Commission of Pueblo will hold a hearing for the following:

TA-25-01: An Ordinance Amending Section 17-4-44, (h) of Chapter 4 of Title XVII of the Pueblo Municipal Code relating to minimum distance between driveway accesses and intersections.

A draft of the proposed text amendments will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will be available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendments. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed Text Amendment will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.

Scott Hobson
Administrative Official
(719) 553-2259

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 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 SECTIONS 17-2-2, 17-4-23, AND 17-4-51 AND ADDING SECTION 17-4-16 TO TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

SUMMARY:

Attached for consideration is a Text Amendment that will amend sections 17-2-2, 17-4-23, and 17-4-51 and adding section 17-4-16 to Title XVII of the Pueblo Municipal Code relating to accessory dwelling units.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Accessory dwelling units (ADUs) are independent residential units that are incidental and accessory to a principal residence located on the same property. In other words, ADUs contain the space and means to cook, sleep, sanitize, and otherwise live that is completely separate from the principal residence. They can either be attached, detached, or integrated into the principal residence. An attached ADU shares at least one common wall with the principal residence and expands the house's footprint; a detached ADU is in a separate structure from the principal residence with its own footprint; an integrated ADU is contained within the principal residence and does not expand the house's footprint (See Exhibit A for ADU types). Staff began drafting a text amendment to permit ADUs that balances the need to preserve existing neighborhoods' character in 2022, hence this report's case number TA-22-03. The 2022 Regional Comprehensive Plan, which was recommended by P&Z and approved by City Council, identified ADUs as one way to support the region's needs for smaller, more affordable units and multi-generational housing options, to support infill redevelopment, and to meet the needs of current and future residents. ADUs became a time-sensitive priority for staff in response to House Bill 24-1152, which was passed by the Colorado General Assembly in 2024. The legislation requires subject

jurisdictions to allow a minimum of one ADU as an accessory use to a one-family residence wherever a one-family residence is allowed. It also establishes how a subject jurisdiction may or may not restrict ADUs. Subject jurisdictions, including the City of Pueblo, must demonstrate their compliance with House Bill 24-1152 no later than June 30th, 2025. Staff worked closely with the Department of Local Affairs (DOLA) to receive a six-month extension for compliance after submitting a proposed draft and timeline for demonstrating compliance. The following aspects of the proposed text amendment are dictated by the state legislation. First, the City must create an administrative approval process to allow ADUs on any lot that contains a one-family residence. The only time the approval of an ADU can be elevated to a public hearing is if the lot is in a Historic District, on a designated historic property, or if the ADU cannot be approved as proposed without a variance. This does not inhibit the City from creating objective standards to approve the ADU administratively, which are covered below. Second, the City of Pueblo can only require the owner of a lot to demonstrate they occupy their property at the time of constructing a new ADU or converting an existing space into an ADU. Third, the City cannot limit ADUs with a gross floor area between 500-750 square feet. Fourth, the City can only require a new parking space for an ADU if the lot is located on a block where on-street parking is prohibited. (See Exhibit B for a map of where on-street parking is prohibited, hence where a new parking space would be required.) Fifth and finally, the City cannot hold ADUs to a higher design standard than one-family residences. The proposed text amendment incorporates these aspects, and DOLA provided a courtesy review of the proposed text amendment to ensure it complies with state legislation.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 11, 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 by publication of the proposed amendment fifteen (15) days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, sections 17-2-2 and 17-4-51 of Title XVII of the Pueblo Municipal Code will remain and section 17-4-16 relating to ADUs will not be incorporated into Title XVII and the City would not be in compliance with House Bill 24-1152.

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. ADU ORDINANCE
2. TA-22-03 Attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 17-2-2, 17-4-23, AND 17-4-51 AND ADDING SECTION 17-4-16 TO TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use Definitions

(0.5) *Accessory dwelling unit, established* means [a separate, complete independent housekeeping unit with a separate entrance, kitchen, sleeping area, and full bathroom facilities. This must be detached from an existing single-family structure] an attached, detached, or integrated accessory dwelling unit that was [used and] occupied [for single-family residential use before] prior to February 1, 1968. This will allow the same accessory use to be reestablished. The discontinuance of the accessory dwelling unit will not prevent reestablishing the preexisting accessory dwelling unit. The number of dwelling units shall not be more than the same number of dwelling units that existed when the accessory dwelling use was first legally established.

…

(128) Residence:

…

e. [Reserved] *Accessory Dwelling Unit* means an attached, detached, or integrated dwelling unit that is incidental and accessory to a one-family residence on the same lot and provides complete and independent facilities for one or more individuals, including facilities for living, sleeping, eating, cooking, and sanitation.

1. Attached accessory dwelling unit: the accessory dwelling unit shares at least one (1) wall in common with the one-family residence on the same lot, increasing the footprint of the one-family residence.

2. Detached accessory dwelling unit: the accessory dwelling unit shares no common wall with the one-family residence on the same lot with its own footprint.

3. Integrated accessory dwelling unit: the accessory dwelling unit is contained completely within the building envelope of the one-family

residence on the same lot with no increase to the footprint of the one-family residence.

SECTION 2.

Section 17-4-23. of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-23. Accessory buildings and structures.

…

(a) General provisions. All accessory structures shall comply with the following general conditions:

…

(7) [No accessory structure shall allow residential occupancy except as specifically authorized under Section 17-4-51 of this chapter.] All accessory dwelling units, including established accessory dwelling units, are exempt from the provisions of this section.

SECTION 3.

Section 17-4-16. of the Pueblo Municipal Code is hereby added to read as follows:

Sec. 17-4-16. Accessory Dwelling Unit Development Performance Standards

(a) Applicability. One accessory dwelling unit is allowed as an accessory use to a one-family residence in any zone district where a one-family residence is allowed, including in any Planned Unit Development (PUD) Districts that allow one-family residences. A one-family residence includes a detached single-family dwelling unit and a manufactured home placed on a permanent foundation designed by a Colorado registered design professional, but excludes a two-family residence, townhouse, multi-family residence, mobile home, or recreational vehicle.

(b) The following standards apply to all accessory dwelling units.

(1) The owner of a lot must demonstrate occupancy of the lot when an application is submitted to construct a new accessory dwelling unit on a lot that already contains a one-family residence or to convert part of an existing one-family residence into an accessory dwelling unit. Proof of occupancy may include, but not be limited to, a computer-generated utility or medical bill, first-class mail, or bank statement that includes the subject property address and is dated within 12 months of applying to construct or convert an accessory dwelling unit.

(2) The accessory dwelling unit shall not be sold separately from the one-

family residence on the same lot; nor shall the lot on which the accessory dwelling unit and one-family residence are situated be further subdivided or rearranged to create individual lots for the purpose of separating ownership of the accessory dwelling unit from the ownership of the one-family residence.

(3) The construction or conversion of an accessory dwelling unit or modifications to an existing accessory dwelling unit located on properties in a Historic District or on a designated or landmarked historic property shall follow design standards and procedures of that district.

(4) Prefabricated homes such as manufactured homes are allowed for use as an accessory dwelling unit if placed on a permanent foundation designed by a Colorado registered design professional.

(5) Mobile homes, recreational vehicles, or other structures not placed on a permanent foundation designed by a Colorado registered design professional shall be prohibited for use as an accessory dwelling unit.

(6) No more than one (1) accessory dwelling unit shall be located on any lot and only in conjunction with a one-family residence.

(7) The gross floor area of the accessory dwelling unit shall not exceed one hundred percent (100%) of the gross floor area of the one-family residence on the same lot or eight hundred (800) square feet, whichever is less.

(8) Height.

a. Attached accessory dwelling units shall comply with the maximum building height of the zone district.

b. Detached accessory dwelling units shall not exceed the height of the one-family residence on the same lot.

(9) Setbacks.

a. Attached accessory dwelling units shall comply with the minimum rear-yard setback requirements of the zone district.

b. Detached accessory dwelling units sixteen (16) feet or lower in height may be placed as close as five (5) feet to the rear property line. A detached accessory dwelling unit higher than sixteen (16) feet shall comply with the minimum rear-yard setback requirements of the zone district.

c. All accessory dwelling units shall comply with the minimum front-yard and side-yard setback requirements of the zone district.

(10) Parking. One (1) off-street parking space shall be provided in connection with the construction or conversion of an accessory dwelling unit if all three conditions are met:

a. The lot does not have an existing off-street parking space that could be used for the accessory dwelling unit, including an existing driveway, garage, or tandem parking space;

b. The lot is in a zone district that, as of January 1st, 2024, requires one or more parking spaces for the one-family residence; and

c. The lot is located on a block where on-street parking is prohibited.

(11) If the three conditions listed under subsection (j) are not met, but the accessory dwelling unit is located on a lot containing an existing driveway, garage, tandem parking space, or other off-street parking space at the time of construction or conversion of the accessory dwelling unit that is not designated for use by the one-family residence, one such parking space shall be designated for use by the accessory dwelling unit.

(c) Design Standards.

(1) Attached accessory dwelling units shall be architecturally compatible with the one-family residence on the same lot. Architectural compatibility shall mean construction using similar exterior siding materials and colors, and similar roofing materials and colors.

(2) Detached accessory dwelling units shall be complimentary to the one-family residence on the same lot by using similar exterior colors and similar architectural detailing.

(3) Detached accessory dwelling units shall also use a minimum of seven (7) of the following seventeen (17) design features:

a. The front door of the accessory dwelling unit shall be parallel to the front lot line;

b. A roof with a pitch that is 2/12 or greater;

c. A hip roof;

d. A flat roof with a parapet wall;

e. Have masonry or other contrasting material that project from the wall plane on the building façade that is parallel to the front lot line;

f. One (1) or more dormers that are parallel to the front lot line;

g. Three (3) or more gables;

h. Building face or roof offsets (minimum twelve-inch offset) that are parallel to the front lot line;

i. Two (2) or more windows, with a combined minimum of twenty [20] square feet of glazed area, that are parallel to the front lot line;

j. Bay or bowed windows that are parallel to the front lot line;

k. Window shutters on front, side and rear windows;

l. Minimum ten-inch eaves (all house eaves);

m. One (1) or more of the following types of exterior siding:

1. Horizontal lap siding, including simulated horizontal lap siding;

2. Vertical siding, with a pattern repeat of less than twelve (12) inches;

3. c) Beveled siding; or

4. d) Stucco;

n. A covered porch entry (minimum three-foot depth) for the front entrance. When the front entrance is not parallel to the front lot

line, the porch shall be visible from the street;

o. Have wood or composition trim, four inches wide, on all exterior facades;
p. Have more than one (1) exterior material or contrasting color (not including trim material); or
q. Have an attached pergola, balcony, or similar attached outdoor amenity.

SECTION 3.

Section 17-4-51 of the Pueblo Municipal Code is hereby amended to read as follows:

…

(c) Permitted Use Table

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																
				A-1	A-2	A-3	A-4	R-1	R-2	R-2U	R-3	R-4	R-5	R-6	R-7	R-8	RCN	O-1	B-1	B-2	B-3	B-4	B-P	CCN (Major)	CCN (Minor)	H-B	HARP-1	HAPR-2	HARP-3	I-1	I-2	I-3	S-1	S-2	S-3	S-4	S-5
RESIDENTIAL USES																																				
Household Living	Child care home	(33)b.		C	C	C	C	C	C	C	C	C	C	C	C	C	S							S	S												
	Home based business	(72)		C	C	C	C	C	C	C	C	C	C	C	C	C	C		C	C	C	C		C	C	C	C	C	C								
	Live-work unit	(83)		C	C								C				C		C	C				C	C												
	Manufactured home, one-family	(84)	§ 17-4-11	P	P	P	P	P	P	P	P	P	P	P	P	P																					
	Mobile home, one-family	(93)													P	C																					
	Mobile home park	(94)													P																						
	Residence, condominium	(128)a.										S	P	P							S	S				S	S	S	S								
	Residence, established	(128)b.																	P	P	P	P															
	Residence, multifamily	(128)c.									S	P	P	P			S				S	S		S	S	S	S	S	S								
	Residence, one-family	(128)d.	§ 17-4-11	P	P	P	P	P	P	P	P	P	P	P		P	P		S	S				P	P												
	Residence, accessory dwelling unit	**(128) e**	**§ 17-4-16**	P	P	P	P	P	P	P	P	P	P	P		P	P		P	P				P	P												
	Residence, townhouse	(128)f.	§ 17-4-11					P	P	P	P	P	P	P			P																				
	Residence, two-family (duplex)	(128)g.		P	P				S	S	P	P	P	P			P		S	S				P	P												
	Residence, watchman or caretaker	(128)h.																			S	S	S							S	S	S					

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, June 11, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Vice Chairman Patrick Avalos presiding.

Chairman Mike Castellucci arrived at 3:38 and presided over the remainder of the meeting.

Commissioners Present: Patrick Avalos, Mike Castelucci, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present*:* Paul Willumstad, Board Attorney; Laura Portis, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Spinuzzi.

Motion Passed: 6-0, Castelucci absent

Public Hearing:

3. Z-22-03 Text Amendment: An Ordinance amending Sections 17-2-2 and 17-4-51 and adding Section 17-4-16 to Title XVII of the Pueblo Municipal Code relating to Accessory Dwelling Units. Staff report by Hannah Prinzi, Planner

Hearing: City was applicant speaking in support of the Text Amendment application No one spoke in opposition.

Commission Action: Bailey moved to recommend the Text Amendment application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 7-0

TEXT AMENDMENT
TA-22-03

TO:	**City of Pueblo Planning and Zoning Commission**
FROM:	**Beritt Odom, Principal Planner; Hannah Prinzi, Planner; Mikaylin Hackley, Planner**
THROUGH:	**Scott Hobson, Acting Director of Planning and Community Development**
DATE:	**June 11th, 2025**
SUBJECT:	**AN ORDINANCE AMENDING SECTIONS 17-2-2, 17-4-23, AND 17-4-51 AND ADDING SECTION 17-4-16 TO TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNTS**

BACKGROUND

Accessory dwelling units (ADUs) are independent residential units that are incidental and accessory to a principal residence located on the same property. In other words, ADUs contain the space and means to cook, sleep, sanitize, and otherwise live that is completely separate from the principal residence. They can either be attached, detached, or integrated into the principal residence. An attached ADU shares at least one common wall with the principal residence and expands the house's footprint; a detached ADU is in a separate structure from the principal residence with its own footprint; an integrated ADU is contained within the principal residence and does not expand the house's footprint (See Exhibit A for ADU types).

Staff began drafting a text amendment to permit ADUs that balances the need to preserve existing neighborhoods' character in 2022, hence this report's case number TA-22-03. The 2022 Regional Comprehensive Plan, which was recommended by P&Z and approved by City Council, identified ADUs as one way to support the region's needs for smaller, more affordable units and multi-generational housing options, to support infill redevelopment, and to meet the needs of current and future residents.

ADUs became a time-sensitive priority for staff in response to House Bill 24-1152, which was passed by the Colorado General Assembly in 2024. The legislation requires subject jurisdictions to allow a minimum of one ADU as an accessory use to a one-family residence wherever a one-family residence is allowed. It also establishes how a subject jurisdiction may or may not restrict ADUs. Subject jurisdictions, including the City of Pueblo, must demonstrate their compliance with House Bill 24-1152 no later than June 30th, 2025. Staff worked closely with the Department of Local Affairs (DOLA) to receive a six-month extension for compliance after submitting a proposed draft and timeline for demonstrating compliance.

The following aspects of the proposed text amendment are dictated by the state legislation. First, the City must create an administrative approval process to allow ADUs on any lot that contains a one-family residence. The only time the approval of an ADU can be elevated to a public hearing is if the lot is in a Historic District, on a designated historic property, or if the ADU cannot be approved as proposed without a variance. This does not inhibit the City from creating objective standards to approve the ADU administratively, which are covered below. Second, the City of

Pueblo can only require the owner of a lot to demonstrate they occupy their property at the time of constructing a new ADU or converting an existing space into an ADU. Third, the City cannot limit ADUs with a gross floor area between 500-750 sq. ft. Fourth, the City can only require a new parking space for an ADU if the lot is located on a block where on-street parking is prohibited. (See Exhibit B for a map of where on-street parking is prohibited, hence where a new parking space would be required.) Fifth and finally, the City cannot hold ADUs to a higher design standard than one-family residences. The proposed text amendment incorporates these aspects, and DOLA provided a courtesy review of the proposed text amendment to ensure it complies with state legislation.

ANALYSIS

The Planning and Community Development Department proposes the following ordinance to permit ADUs in a way that complies with state legislation without detracting from the character of Pueblo's neighborhoods. The proposed text amendment permits an ADU in conjunction and accessory to a one-family residence through an administrative approval process. However, it prohibits an ADU from being sold or subdivided separately from the one-family residence. Only one ADU can be located on any lot or parcel. Mobile Homes, RVs, and any other structure not placed on a permanent foundation cannot be used as an ADU. Similarly, the ADU can only be built on a lot that contains a site-built or manufactured home placed on a permanent foundation. Any lot that contains a duplex, townhouse, multi-family residence, mobile home, or RV cannot have an ADU. An ADU cannot exceed 800 sq. ft. of gross floor area or 100% of the principal residence, whichever is less. For example, a lot that contains a 1,500 sq. ft. home could allow a maximum 800 sq. ft. ADU, but a lot containing a 750 sq. ft. home would be limited to a maximum 749 sq. ft. ADU.

The placement of the ADU is also limited. All ADUs must adhere to front-yard and side-yard setbacks set by the zone district, which is the same requirement for residences and other accessory structures like a garage. Typically, the front-yard setback is 25 feet from the front property line, and the side-yard setback is 5 feet. A detached ADU may be placed as close as 5 feet from the rear property line if it is 16 feet in height or less. If the detached ADU is taller than 16 feet, it must be placed at least 15 feet from the rear property line. Attached ADUs must adhere to rear-yard setback requirement based on the zone district, which is typically 15 feet. (See Exhibit C for an example of setback requirements.) A detached ADU cannot be taller than the main home, while the height of an attached ADU is instead limited to the maximum height set by the zone district, which is typically 35 feet. Attached ADUs have slightly different requirements because they mirror requirements for home additions.

Finally, the proposed text amendment includes architectural and design standards for ADUs. Attached ADUs must be architecturally compatible with the principal residence, meaning they must be constructed using the same exterior siding materials, siding color, roof material, and roof color of the house. This mirrors the City's requirements for home additions. Detached ADUs must compliment the main house by using similar color and similar architectural detailing, such as windows and trim. Detached ADUs must also include at least 7 of the 17 design features provided in the proposed text amendment to prevent blank walls devoid of details. Single-family residences are permitted similarly; they must include at least 8 design features. (See Exhibit D for examples of architectural compatibility and design features.)

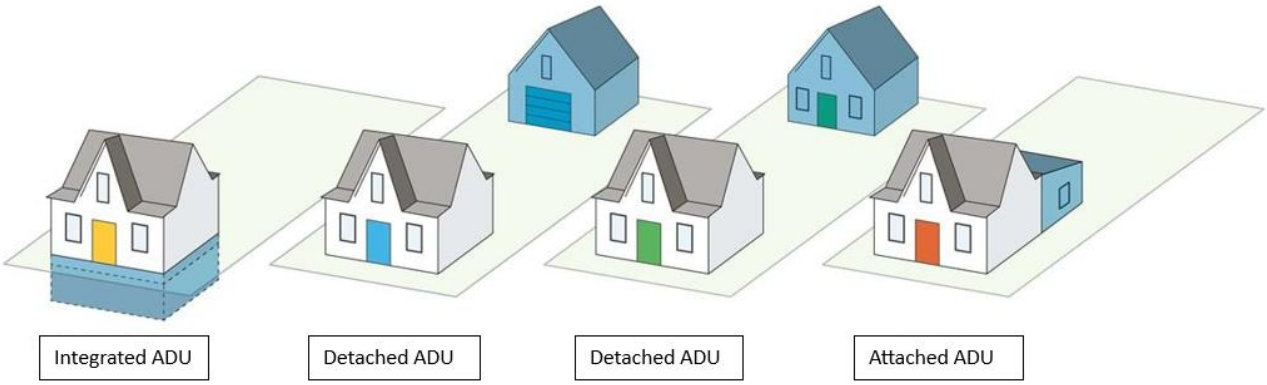
RECOMMENDATION:

If the Planning and Zoning Commission finds the proposed ordinance regarding accessory dwelling units is appropriate, staff recommends a recommendation of **APPROVAL** of the Text Amendment to be forwarded to City Council.

ATTACHMENTS:

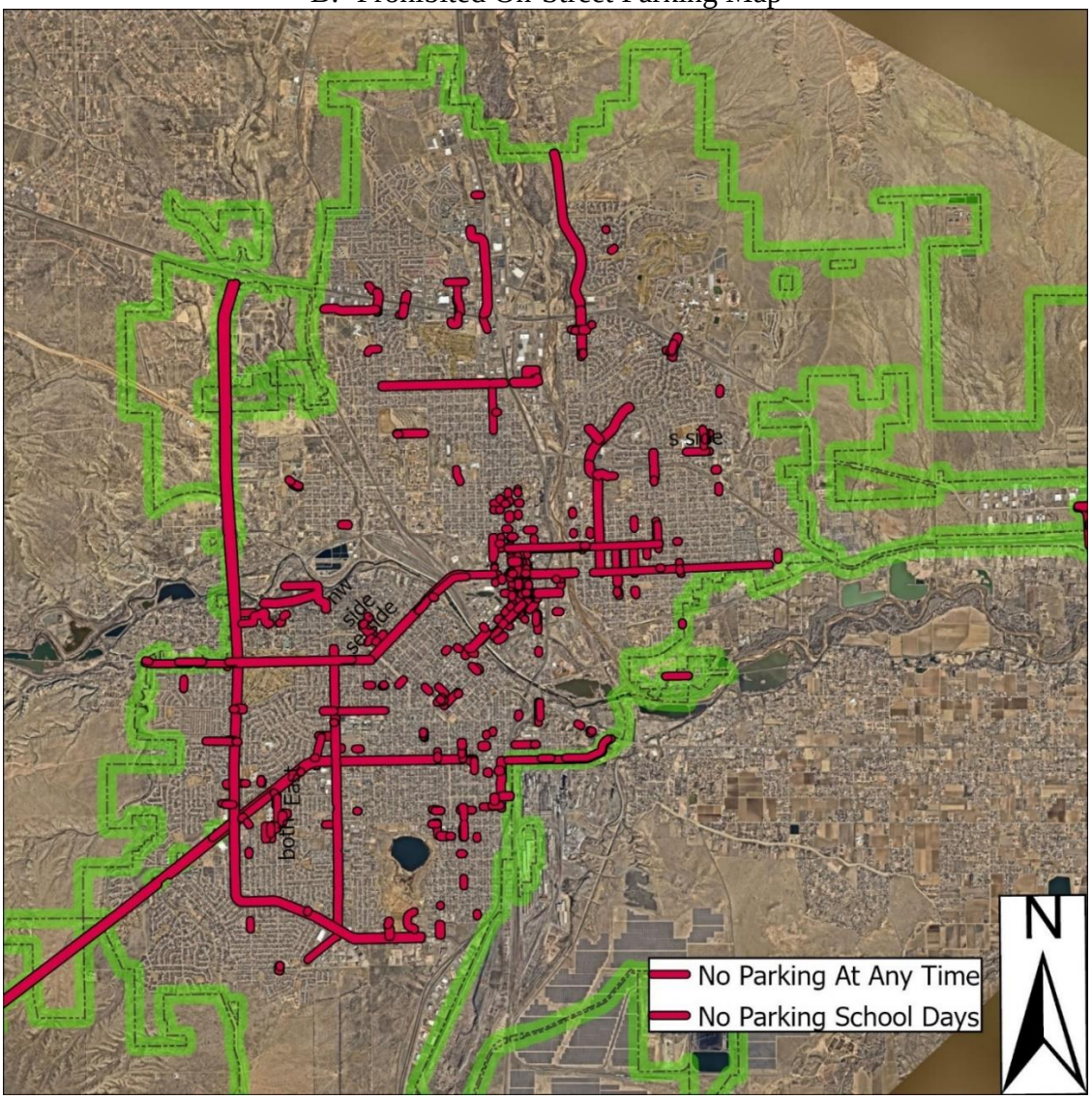
a. Type of ADUs
b. Prohibited On-Street Parking Map
c. Setbacks
d. Architectural Combability
e. Proposed Ordinance

A. Types of ADUs



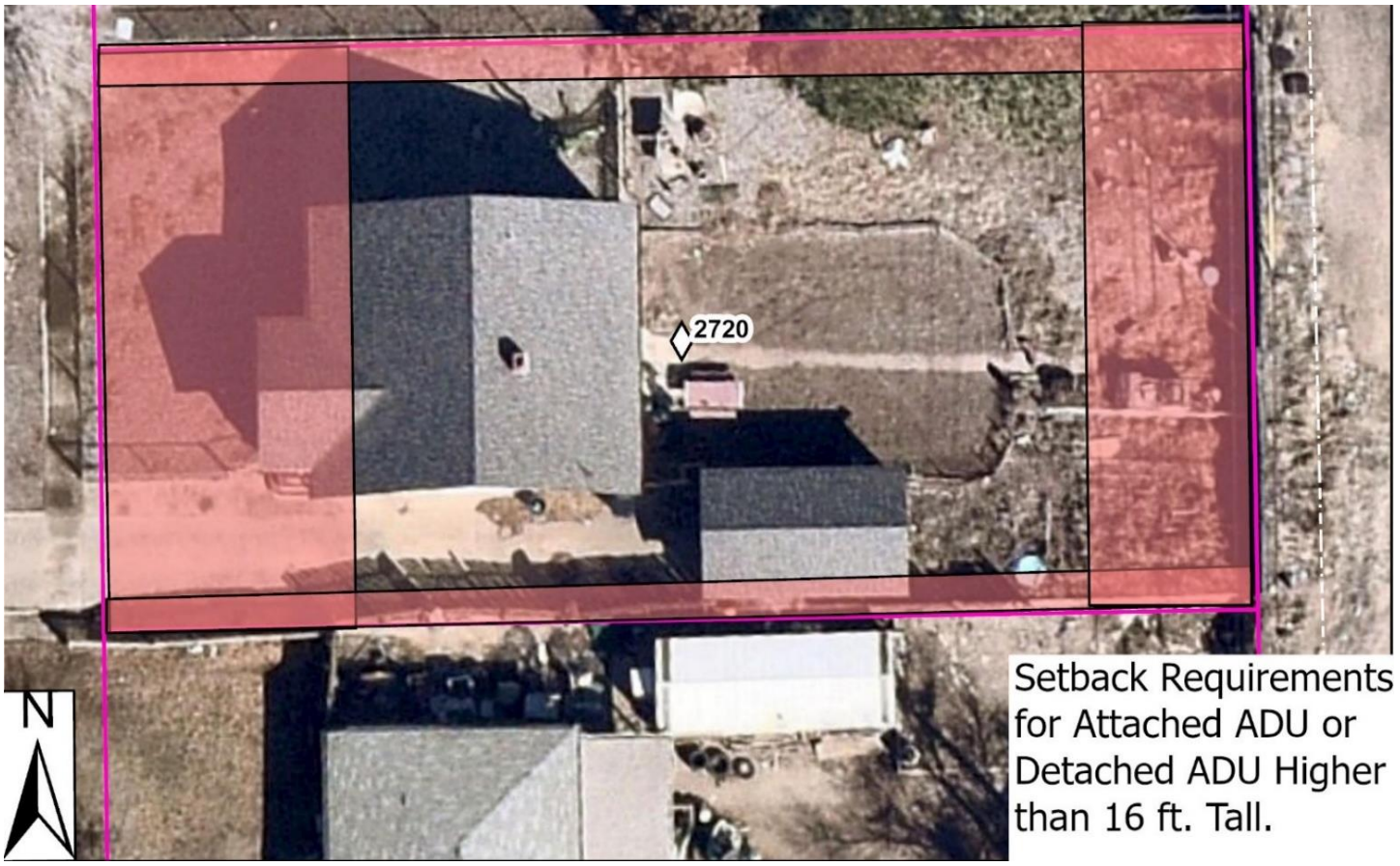
(Image from ADU West Coast)

B. Prohibited On-Street Parking Map



C. Setbacks


N
Setbacks
Requirements for a
Detached ADU less
than 16 ft tall


2720
N
Setback Requirements for Attached ADU or Detached ADU Higher than 16 ft. Tall.

D. Architectural Compatibility and Design Features



Matching Roof Colors



Matching Exterior Siding Materials



Design Features: Trim, Windows, Window Shutters, Contrasting Colors, Contrasting Siding Materials, Roof Offset, Covered Porch. The exterior colors would need to match that of the house.

(560 Square Foot Manufactured Home from Champion Homes)



Design Features: Trim, Windows, Contrasting Color, Contrasting Siding Material, Roof Offset, Covered Porch, Roof Pitch 2/12 or Greater. The exterior colors would need to match that of the house.

(389 Square Foot Manufactured Home from Champion Homes)

E. Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 17-2-2, 17-4-23, and 17-4-51 AND ADDING SECTION 17-4-16 TO TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO ACCESSORY DWELLING UNITS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 17-2-2 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-2-2. Use Definitions

(0.5) *Accessory dwelling unit, established* means [a separate, complete independent housekeeping unit with a separate entrance, kitchen, sleeping area, and full bathroom facilities. This must be detached from an existing single-family structure] an attached, detached, or integrated accessory dwelling unit that was [used and] occupied [for single-family residential use before] prior to February 1, 1968. This will allow the same accessory use to be reestablished. The discontinuance of the accessory dwelling unit will not prevent reestablishing the preexisting accessory dwelling unit. The number of dwelling units shall not be more than the same number of dwelling units that existed when the accessory dwelling use was first legally established.

…

(128) Residence:

…

(e) *Accessory Dwelling Unit* means an attached, detached, or integrated dwelling unit that is incidental and accessory to a one-family residence on the same lot and provides complete and independent facilities for one or more individuals, including facilities for living, sleeping, eating, cooking, and sanitation.

1. Attached accessory dwelling unit: the accessory dwelling unit shares at least one (1) wall in common with the one-family residence on the same lot, increasing the footprint of the one-family residence.

2. Detached accessory dwelling unit: the accessory dwelling unit shares no common wall with the one-family residence on the same lot with its own footprint.

3. Integrated accessory dwelling unit: the accessory dwelling unit is contained completely within the building envelope of the one-family residence on the same lot with no increase to the footprint of the one-family residence.

SECTION 2.

Section 17-4-23. of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 17-4-23. Accessory buildings and structures.

…

(a) General provisions. All accessory structures shall comply with the following general conditions:

…

(7) [No accessory structure shall allow residential occupancy except as specifically authorized under Section 17-4-51 of this chapter.] All accessory dwelling units, including established accessory dwelling units, are exempt from the provisions of this section.

SECTION 3.

Section 17-4-16. of the Pueblo Municipal Code is hereby added to read as follows:

Sec. 17-4-16. Accessory Dwelling Unit Development Performance Standards

a. Applicability. One accessory dwelling unit is allowed as an accessory use to a one-family residence in any zone district where a one-family residence is allowed, including in any Planned Unit Development (PUD) Districts that allow one-family residences. A one-family residence includes a detached single-family dwelling unit and a manufactured home placed on a permanent foundation designed by a Colorado registered design professional, but excludes a two-family residence, townhouse, multi-family residence, mobile home, or recreational vehicle.

b. The following standards apply to all accessory dwelling units.

    a. The owner of a lot must demonstrate occupancy of the lot when an application is submitted to construct a new accessory dwelling unit on a lot that already contains a one-family residence or to convert part of an existing one-family residence into an accessory dwelling unit. Proof of occupancy may include, but not be limited to, a computer-generated utility or medical bill, first-class mail, or bank statement that includes the subject property address and is dated within 12 months of applying to construct or convert an accessory dwelling unit.

    b. The accessory dwelling unit shall not be sold separately from the one-family residence on the same lot; nor shall the lot on which the accessory dwelling unit and one-family residence are situated be further subdivided or rearranged to create individual lots for the purpose of separating ownership of the accessory dwelling unit from the ownership of the one-family residence.

    c. The construction or conversion of an accessory dwelling unit or modifications to an existing accessory dwelling unit located on properties in a Historic District or on a designated or landmarked historic property shall follow design standards and procedures of that district.

    d. Prefabricated homes such as manufactured homes are allowed for use as an accessory dwelling unit if placed on a permanent foundation designed by a Colorado registered design professional.

    e. Mobile homes, recreational vehicles, or other structures not placed on a permanent foundation designed by a Colorado registered design professional shall be prohibited for use as an accessory dwelling unit.

    f. No more than one (1) accessory dwelling unit shall be located on any lot and only in conjunction with a one-family residence.

    g. The gross floor area of the accessory dwelling unit shall not exceed one hundred percent (100%) of the gross floor area of the one-family

residence on the same lot or eight hundred (800) square feet, whichever is less.

h. Height
    1. Attached accessory dwelling units shall comply with the maximum building height of the zone district.
    2. Detached accessory dwelling units shall not exceed the height of the one-family residence on the same lot.

i. Setbacks.
    1. Attached accessory dwelling units shall comply with the minimum rear-yard setback requirements of the zone district.
    2. Detached accessory dwelling units sixteen (16) feet or lower in height may be placed as close as five (5) feet to the rear property line. A detached accessory dwelling unit higher than sixteen (16) feet shall comply with the minimum rear-yard setback requirements of the zone district.
    3. All accessory dwelling units shall comply with the minimum front-yard and side-yard setback requirements of the zone district.

j. Parking. One (1) off-street parking space shall be provided in connection with the construction or conversion of an accessory dwelling unit if all three conditions are met:
    1. The lot does not have an existing off-street parking space that could be used for the accessory dwelling unit, including an existing driveway, garage, or tandem parking space;
    2. The lot is in a zone district that, as of January 1st, 2024, requires one or more parking spaces for the one-family residence; and
    3. The lot is located on a block where on-street parking is prohibited.

k. If the three conditions listed under subsection (j) are not met, but the accessory dwelling unit is located on a lot containing an existing driveway, garage, tandem parking space, or other off-street parking space at the time of construction or conversion of the accessory dwelling unit that is not designated for use by the one-family residence, one such parking space shall be designated for use by the accessory dwelling unit.

c. Design Standards.
    a. Attached accessory dwelling units shall be architecturally compatible

with the one-family residence on the same lot. Architectural compatibility shall mean construction using similar exterior siding materials and colors, and similar roofing materials and colors.

b. Detached accessory dwelling units shall be complimentary to the one-family residence on the same lot by using similar exterior colors and similar architectural detailing.

c. Detached accessory dwelling units shall also use a minimum of seven (7) of the following seventeen (17) design features:

    1. The front door of the accessory dwelling unit shall be parallel to the front lot line;
    2. A roof with a pitch that is 2/12 or greater;
    3. A hip roof;
    4. A flat roof with a parapet wall;
    5. Have masonry or other contrasting material that project from the wall plane on the building façade that is parallel to the front lot line;
    6. One (1) or more dormers that are parallel to the front lot line;
    7. Three (3) or more gables;
    8. Building face or roof offsets (minimum twelve-inch offset) that are parallel to the front lot line;
    9. Two (2) or more windows, with a combined minimum of twenty [20] square feet of glazed area, that are parallel to the front lot line;
    10. Bay or bowed windows that are parallel to the front lot line;
    11. Window shutters on front, side and rear windows;
    12. Minimum ten-inch eaves (all house eaves);
    13. One (1) or more of the following types of exterior siding:
        1. Horizontal lap siding, including simulated horizontal lap siding;
        2. Vertical siding, with a pattern repeat of less than twelve (12) inches;
        3. c) Beveled siding; or
        4. d) Stucco;
    14. A covered porch entry (minimum three-foot depth) for the front entrance. When the front entrance is not parallel to the front lot line, the porch shall be visible from the street;
    15. Have wood or composition trim, four inches wide, on all

exterior facades;

16. Have more than one (1) exterior material or contrasting color (not including trim material); or
17. Have an attached pergola, balcony, or similar attached outdoor amenity.

SECTION 3.

Section 17-4-51 of the Pueblo Municipal Code is hereby amended to read as follows:

…

(c) Permitted Use Table

Table of Uses

USE CATEGORIES	SPECIFIC USES (DEFINITION)	DEFINITION REFERENCE §17-2-2	USE STANDARDS	Zone Districts																																		
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RESIDENTIAL USES																																						
Household Living	Child care home	(33)b.		C	C	C	C	C	C	C	C	C	C	C	C	C	S							S	S														
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	Live-work unit	(83)		C	C								C				C		C	C				C	C													
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	Mobile home, one-family	(93)													P	C																						
	Mobile home park	(94)													P																							
	Residence, condominium	(128)a.										S	P	P							S	S				S	S	S	S									
	Residence, established	(128)b.																	P	P	P	P																
	Residence, multifamily	(128)c.									S	P	P	P			S				S	S		S	S	S	S	S	S									
	Residence, one-family	(128)d.	§ 17-4-11	P	P	P	P	P	P	P	P	P	P	P		P	P		S	S				P	P													
	Residence, accessory dwelling unit	**(128) e**	**§ 17-4-16**	P	P	P	P	P	P	P	P	P	P	P		P	P		P	P				P	P													
	Residence, townhouse	(128)f.	§ 17-4-11					P	P	P	P	P	P	P			P																						
	Residence, two-family (duplex)	(128)g.		P	P				S	S	P	P	P	P			P		S	S				P	P													
	Residence, watchman or caretaker	(128)h.																			S	S	S							S	S	S						

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 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 1.24-ACRES LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF RIDGE DRIVE AND EAGLERIDGE BOULEVARD, LOTS 1 AND 2, BLOCK 24, EAGLERIDGE ESTATES FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO B-2, SUBREGIONAL BUSINESS ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 1.24-acres located at the northwest corner of the intersection of Ridge Drive and Eagleridge Boulevard, Lots 1 and 2, Block 24, Eagleridge Estates from R-2, Single-Family Residential Zone District to B-2, Subregional Business Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a 1.24-acre parcel located in the northwest corner of the intersection of Ridge Drive and Eagleridge Boulevard. The property was subdivided in 2001 as two large lots in the Eagleridge Estates subdivision. The two lots that comprise the subject rezoning property have been zoned R-2, Single-Family Residential, since they were subdivided. The property is located adjacent to Eagleridge Boulevard, which is a principal arterial roadway. According to the City of Pueblo Roadway Classification and Design Standards, principal arterial roads are intended to provide for high-capacity traffic, connecting neighborhoods at higher speeds. A minimum six-foot detached sidewalk is required adjacent to Eagleridge Boulevard and points of access must be approved by the Traffic Engineer. According to the roadway standards, a mixture of commercial and higher density residential uses is appropriate along an arterial roadway. The development pattern along the frontage of Eagleridge Boulevard from I-25 to Pioneer Road contains only of commercial businesses. Commercial business

development along Eagleridge Boulevard west of Pioneer Road contains the commercial business zoned property along the south side of Eagleridge Boulevard, a fire station and future park property to the east of the property. Additionally, there is a commercial office building, within a B-3 commercial zone district, along the south side of Eagleridge Boulevard between Outlook Boulevard and Ridge Drive. All of the adjacent residential development backs up to Eagleridge, and no residences take direct access from Eagleridge. This parcel was never developed under the current R-2 single-family zoning due to the adjacent high-capacity roadway, the limited access, and the challenging lot configuration for placement of residential homes. Generally, low-density residential uses are not appropriate to front and access from a principal arterial roadway. According to the site plan, there will be two ingress/egress points, one on Ridge Drive and the other on Eagleridge Blvd., in the northern portion of the parcel. The applicant provided a tentative site plan showing two commercial structures fronting Eagleridge Boulevard with ancillary parking between the roadway and the commercial buildings.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 11, 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-25-11 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1.24-ACRES LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF RIDGE DRIVE AND EAGLERIDGE BOULEVARD, LOTS 1 AND 2, BLOCK 24, EAGLERIDGE ESTATES FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO B-2, SUBREGIONAL BUSINESS ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single-Family Residential Zone District to B-2, Subregional Business Zone District:

Lots 1 and 2, Block 24, Eagleridge Estates

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

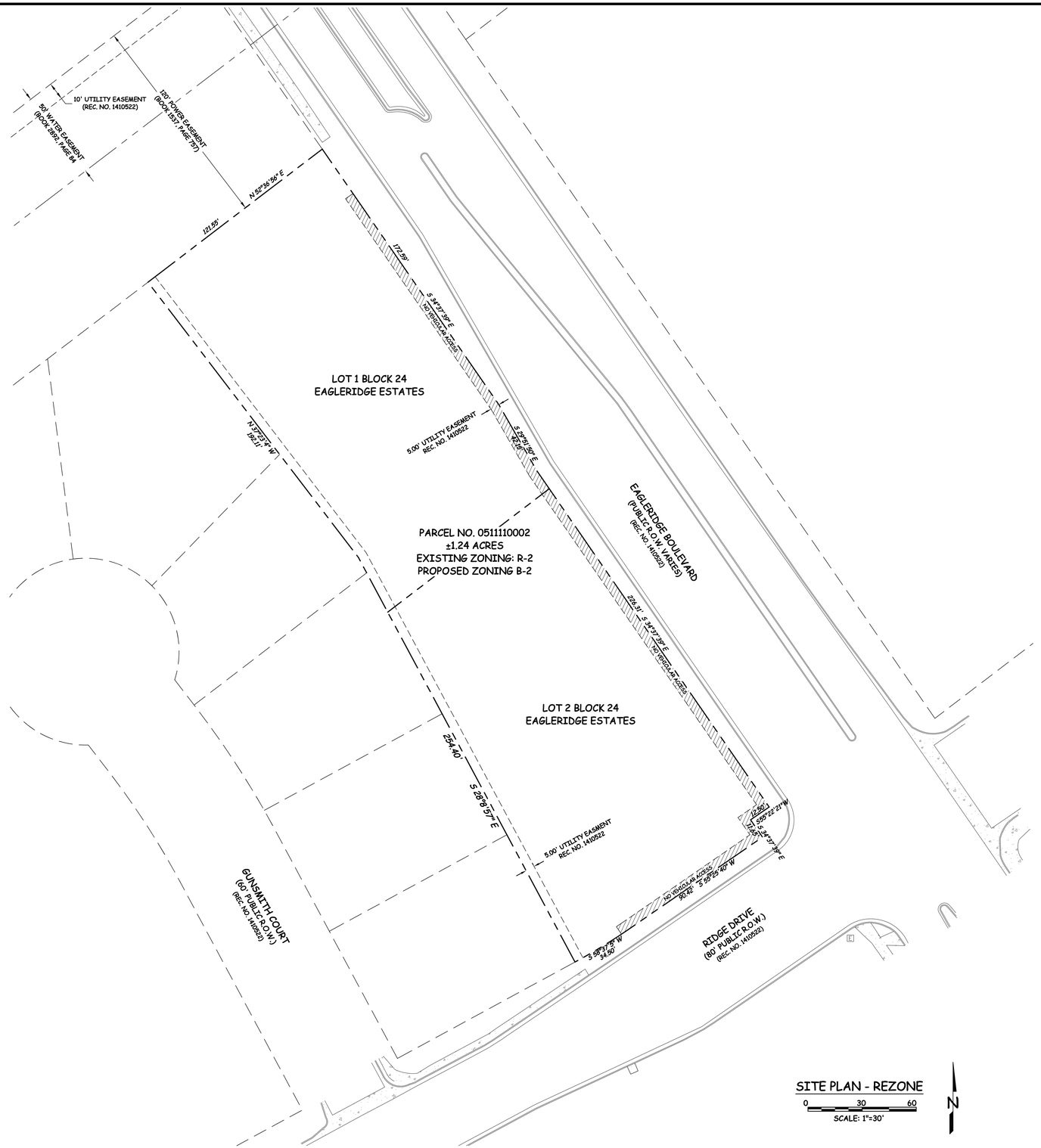
☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk



EXISTING ZONING

ZONE DISTRICT: R-2

PROPOSED ZONING:

ZONE DISTRICT: B-2

LEGAL DESCRIPTION:

LOTS 1 & 2 BLOCK 24 EAGLERIDGE ESTATES

TAX SCHEDULE:

PARCEL #0511110002

LOT SIZE:

1.24 ± ACRES

SITE PLAN - REZONE

0 30 60

SCALE: 1"=30'

N

FOR REVIEW

THATCHER ENGINEERING - (719) 225-0150
4050 TRAIL STONE CIR., CASTLE ROCK, CO 80108

PARCEL NO. 0511110002

REZONE

RIDGE DR. & EAGLERIDGE DR.

PUEBLO, CO 81008

REVISIONS	
NO.	DATE
1	

DRAWN BY: ZET	CHECKED BY: ZET	DATE: 03/19/25	RZN
JOB NO.: 2025-003			

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, June 11, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 PM with Vice Chairman Patrick Avalos presiding.

Chairman Mike Castellucci arrived at 3:38 and presided over the remainder of the meeting.

Commissioners Present: Patrick Avalos, Mike Castelucci, Brett Boston, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

Commissioners Absent: None

Staff Members Present: Paul Willumstad, Board Attorney; Laura Portis, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Hannah Prinzi, Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Spinuzzi.

Motion Passed: 6-0, Castellucci absent

Public Hearing:

1. Z-25-11 Rezone, 1.24 acres from R-2, Single-Family Residential, to B-2, Subregional Business District, Lots 1 and 2, Block 24, Eagleridge Estates. Staff Report by Beritt Odom, Principal Planner.

Hearing: Applicants Jeffrey Gallegos, property owner, was sworn in and spoke in support of the application.

Being sworn in and speaking in opposition were Larry Schreder, Robert Espinoza, Lucas Montoya and Joe Duran. Exhibits A-E, email opposition sent to the Planning Department prior to the public hearing, were also presented to the board members.

Jeffrey Gallegos rebutted the opposing testimony and presented the commission with photos of the planned commercial structure.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, second 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

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-11

June 11, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
SUBJECT:	Rezoning from Single-Family Residential (R-2) Zone District to Subregional Business (B-2) Zone District
APPLICANT:	Zach Thatcher; Thatcher Engineering
PROPERTY OWNER:	SCHREDER FAMILY IRREVOCABLE TRUST
LOCATION:	Northwest corner of the intersection of Ridge Dr. and Eagleridge Blvd.
CONCURRENT REQUESTS:	None

REQUEST: Rezoning of 1.24 acres from R-2, Single-Family Residential, to B-2, Subregional Business District, Lots 1 and 2, Block 24, Eagleridge Estates

BACKGROUND AND ANALYSIS:

The subject property is a 1.24-acre parcel located in the northwest corner of the intersection of Ridge Dr. and Eagleridge Blvd. The property was subdivided in 2001 as two large lots in the Eagleridge Estates subdivision. The two lots that comprise the subject rezoning property have been zoned R-2, Single-Family Residential, since they were subdivided. The property is located adjacent to Eagleridge Blvd., which is a principal arterial roadway. According to the City of Pueblo Roadway Classification and Design Standards, principal arterial roads are intended to provide for high-capacity traffic, connecting neighborhoods at higher speeds. A minimum six-foot detached sidewalk is required adjacent to Eagleridge Blvd. and points of access must be approved by the Traffic Engineer. According to the roadway standards, a mixture of commercial and higher-density residential uses are appropriate along an arterial roadway.

Existing development patterns along the frontage of Eagleridge Blvd. consist only of commercial businesses ; all adjacent residential development backs up to Eagleridge, and no residences take direct access from Eagleridge. It is assumed that this parcel was never developed due to the adjacent high-capacity roadway. Generally, low-density residential uses are not appropriate to front and access from a principal arterial roadway. The applicant provided a tentative site plan showing two commercial structures fronting Eagleridge Blvd. with ancillary parking between the roadway and the commercial buildings. According to the site plan, there will be two ingress/egress points, one on Ridge Drive and the other on Eagleridge Blvd., in the northern portion of the parcel. It is the opinion of staff that a B-2, Subregional Business District is a more appropriate zone district for this parcel, thus allowing neighborhood-serving businesses to be established along the principal arterial roadway.

SITE CHARACTER AND COMPATIBILITY

Site Character: The site is currently undeveloped.

Neighborhood Compatibility:

North: Villa Bella PUD Zone District;
Developed with single-family homes

East: Government Use (S-1) Zone District;
Undeveloped, dedicated for park space

South: Government Use (S-1) Zone District;
Developed with Fire Station #2

West: Single-Family Residential (R-2) Zone District;
Developed with single-family homes

Comprehensive Plan Compliance: The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Suburban Neighborhood. The Suburban Neighborhood classification calls for primary land uses of single-family detached homes and secondary land uses of low-density residences and neighborhood-scale business and services.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

❑ Comments **This rezoning will further the goals of the 2022 Comprehensive Plan as the Plan allows for neighborhood-scale business use in the form of office spaces.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

❑ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

❑ Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

❑ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest.

❑ Comments **The application contains the required information**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

❑ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

❑ Comments **The application contains the required information**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

❑ Comments **The application contains the required information**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **The applicant provided a tentative site plan**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments **Not provided**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments **Not provided**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(a)(16) OF THE PMC:

Subregional Business (B-2) Zone District Standards:
Purpose. The standards of this district (B-2) are intended to provide areas for the sale at retail of convenience-type goods and services required by residents of a subregion provided that the outlets create no nuisance.

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.

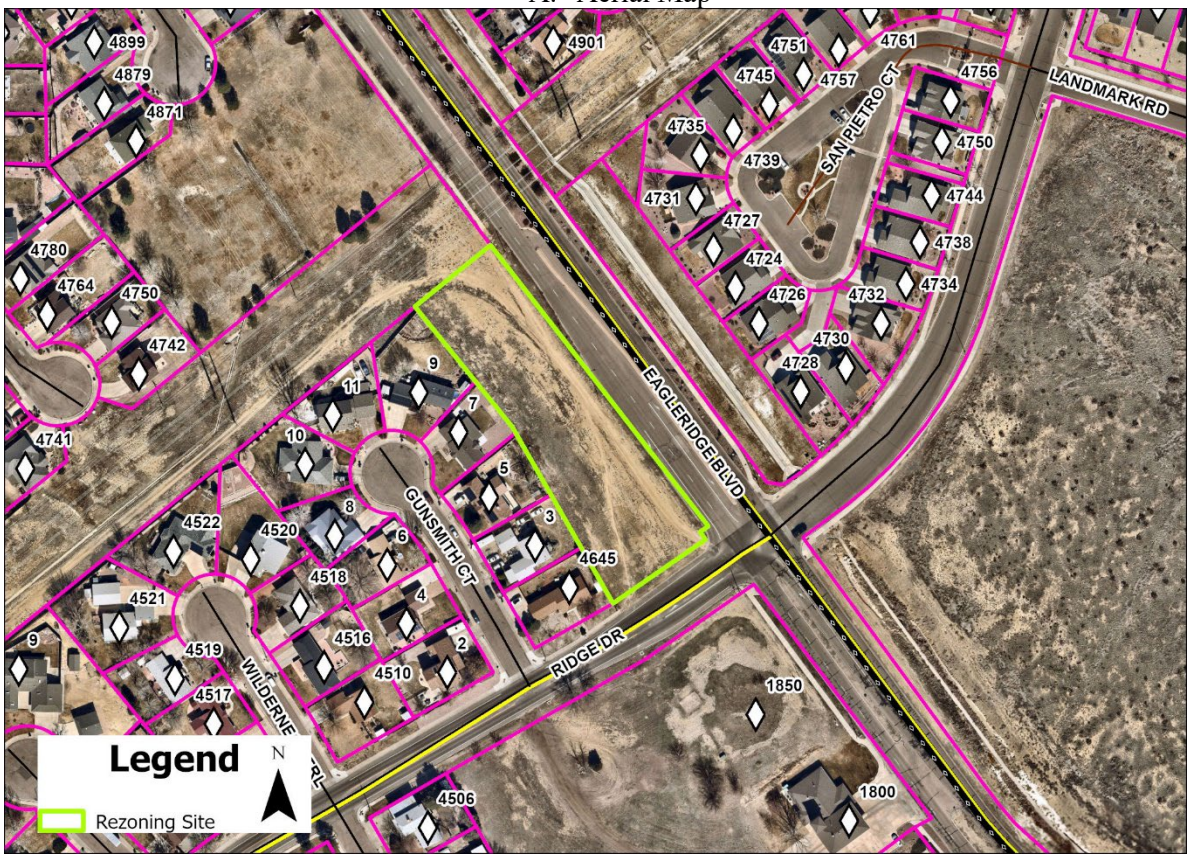
REFERRAL AGENCIES AND COMMENTS:

• 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

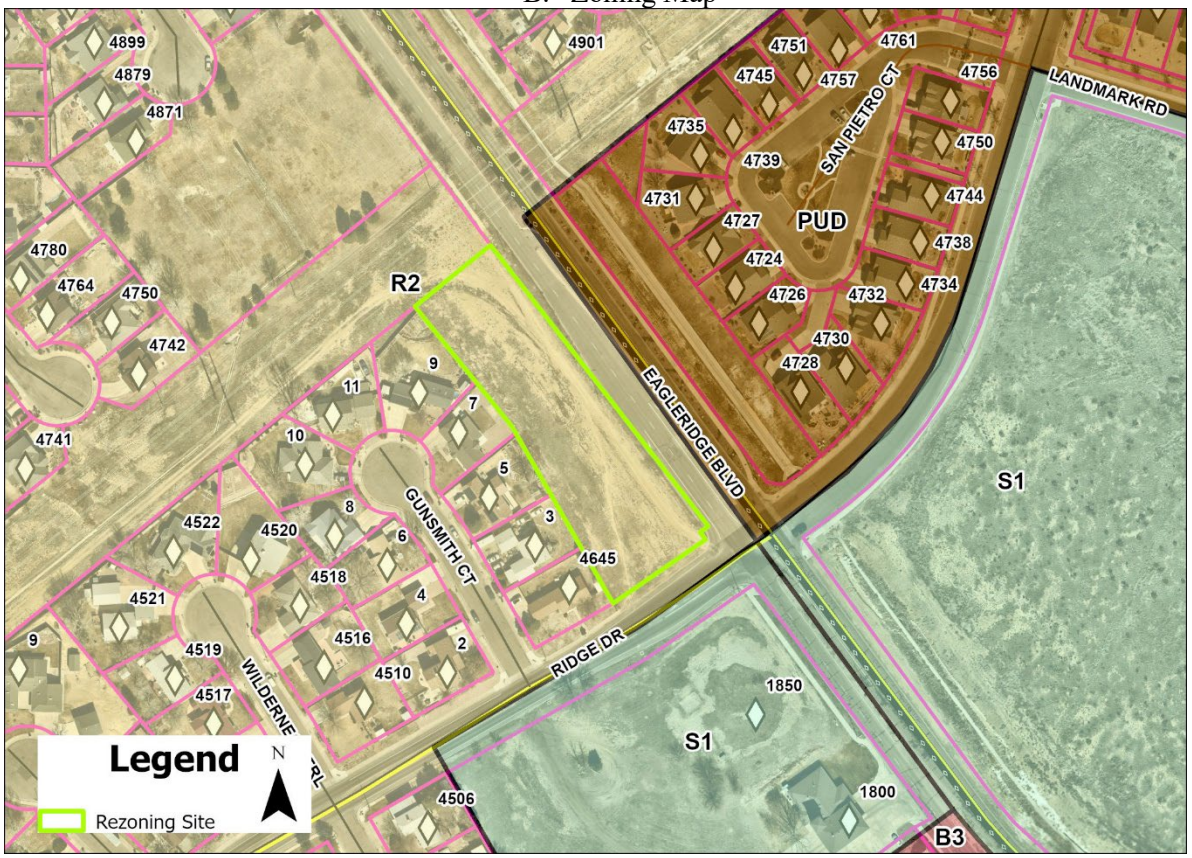
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Application
F. Rezoning Exhibit & Supporting Documents

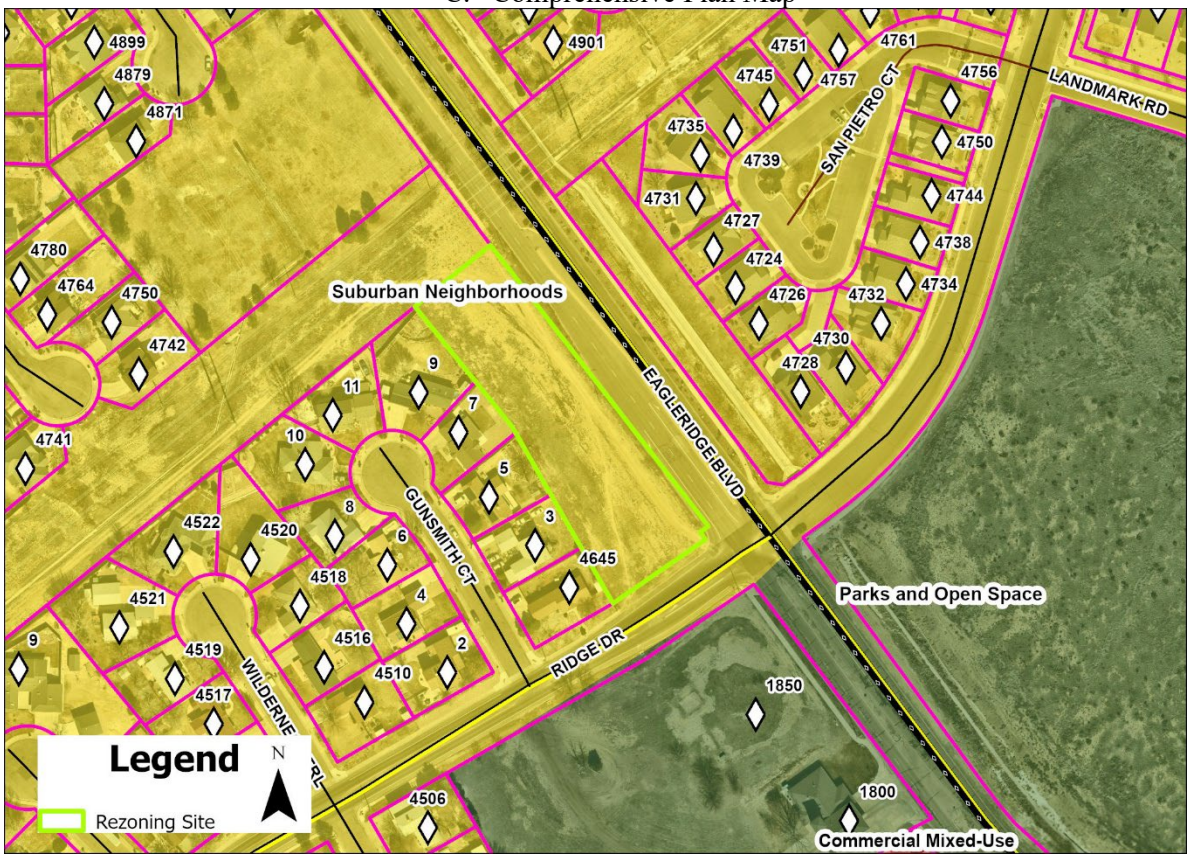
A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice Photo



E. Rezoning Exhibit & Supporting Documents

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: SCHREDER FAMILY IRREVOCABLE TRUST	
Company: NA	
Address: PO BOX 8323 PUEBLO, CO	Zip: 81008
Phone: ( ) 719-542-6999	Email: lschreder4@gmail.com
Applicant	
Name: Zach Thatcher	
Company: Thatcher Engineering	
Address: 4050 Trail Stone Cir. Castle Rock, CO	Zip: 80108
Phone: ( ) 719-225-0150	Email: zach@thatcherengineering.org
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location: Ridge Dr. and Eagleridge Blvd
(address or general description)

Parcel# 0511110002

Legal Description: LOTS 1 + 2 BLK 24 EAGLERIDGE ESTATES

Subdivision: Eagleridge Estates Acreage: 1.24

Existing Zone District: R-2	**Proposed Zone District:** B-2

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.

The proposed rezone of the site will provide a use of the existing vacant lot. The current zoning of R-2 does not does allow for optimal use of the parcel. By rezoning the lot to B-2 it will allow the site to be developed to accommodate the needs for the developing areas around Eagleridge Blvd. while provide additional architectural appeal to the area.

Description of area surrounding proposed development:

The area surrounding the site is mostly residential and business. The site borders residential properties with business zoning to the east and west of the site.

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.

The proposed developed site will include two buildings, one on each lot. The site will provide additional business uses for multiple tenants along the mostly developed Eagleridge Blvd. The existing portion of Eagleridge Blvd. is fully developed to accommodate the traffic generated from the proposed development. The site will include a full spectrum stormwater detention facility.

☑ 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: July 2025

Estimated date for completion of project: July 2026

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

The owner is committed to developing the site for the purpose of providing multiple spaces for tenants in the neighboring areas. By developing this site the owner will be bringing economic opportunities to their own neighborhood and has the financial capability to take the development to completion.

☐ 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.

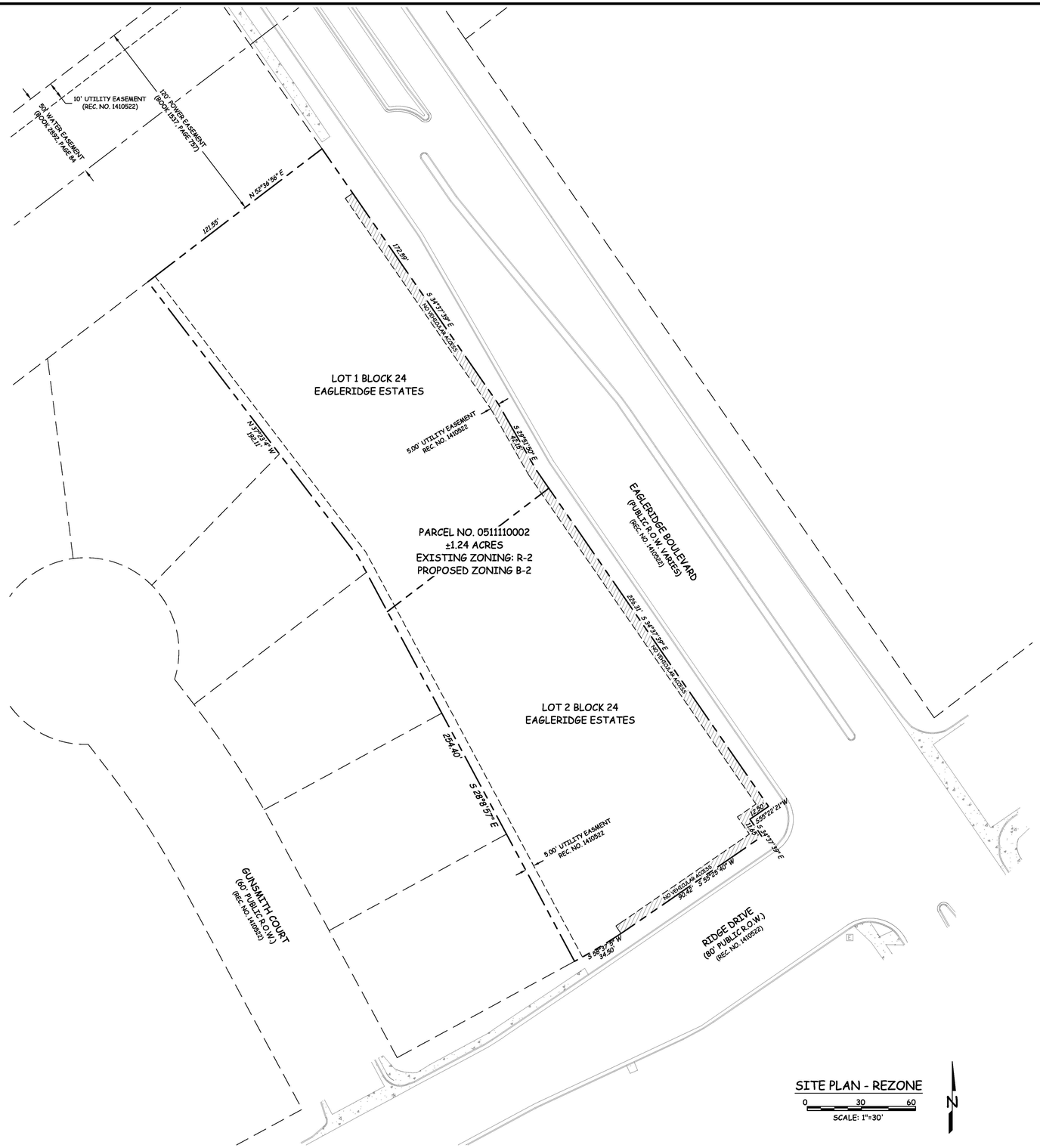
Office Use Only

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:	Larry Schreder	
Signature:	*Larry Schreder*	Date: 25.03.24
Applicant, if different from Property Owner		
Print Name:	Zach Thatcher	
Signature:	Zachary Thatcher	Date: 03/21/2025



SITE PLAN - REZONE

0 30 60

SCALE: 1"=30'

N

EXISTING ZONING

ZONE DISTRICT: R-2

PROPOSED ZONING:

ZONE DISTRICT: B-2

LEGAL DESCRIPTION:

LOTS 1 & 2 BLOCK 24 EAGLERIDGE ESTATES

TAX SCHEDULE:

PARCEL #0511110002

LOT SIZE:

1.24 ± ACRES

FOR REVIEW

THATCHER ENGINEERING - (719) 225-0150
4050 TRAIL STONE CIR., CASTLE ROCK, CO 80108

PARCEL NO. 0511110002

REZONE

RIDGE DR. & EAGLERIDGE DR.

PUEBLO, CO 81008

REVISIONS	
NO.	DATE
1	

DRAWN BY: ZET	CHECKED BY: ZET	DATE: 03/19/25	RZN
JOB NO.: 2025-003			

Thatcher Engineering, LLC
4050 Trail Stone Cir.
Castle Rock, CO 80108
(719) 225-0150

Date: 03/11/2025

Planning and Community Development
211 E. D. St.
Pueblo, CO 81003

Lots 1 & 2 Block 24 of Eagleridge Estates
Parcel No.: 0511110002

Re: Rezoning Application

Planning and Community Development,

The location of proposed rezoning is for Lots 1 & 2 Block 24 of Eagleridge Estates, Parcel Number 0511110002. The vacant site is located on the corner of Ridge Drive and Eagleridge Boulevard. The site is currently zoned R2. Adjacent properties to the site are zoned R2, S1, and PUD. Properties with B2 and B3 zoning lie to the east and west of the site along Eagleridge Boulevard.

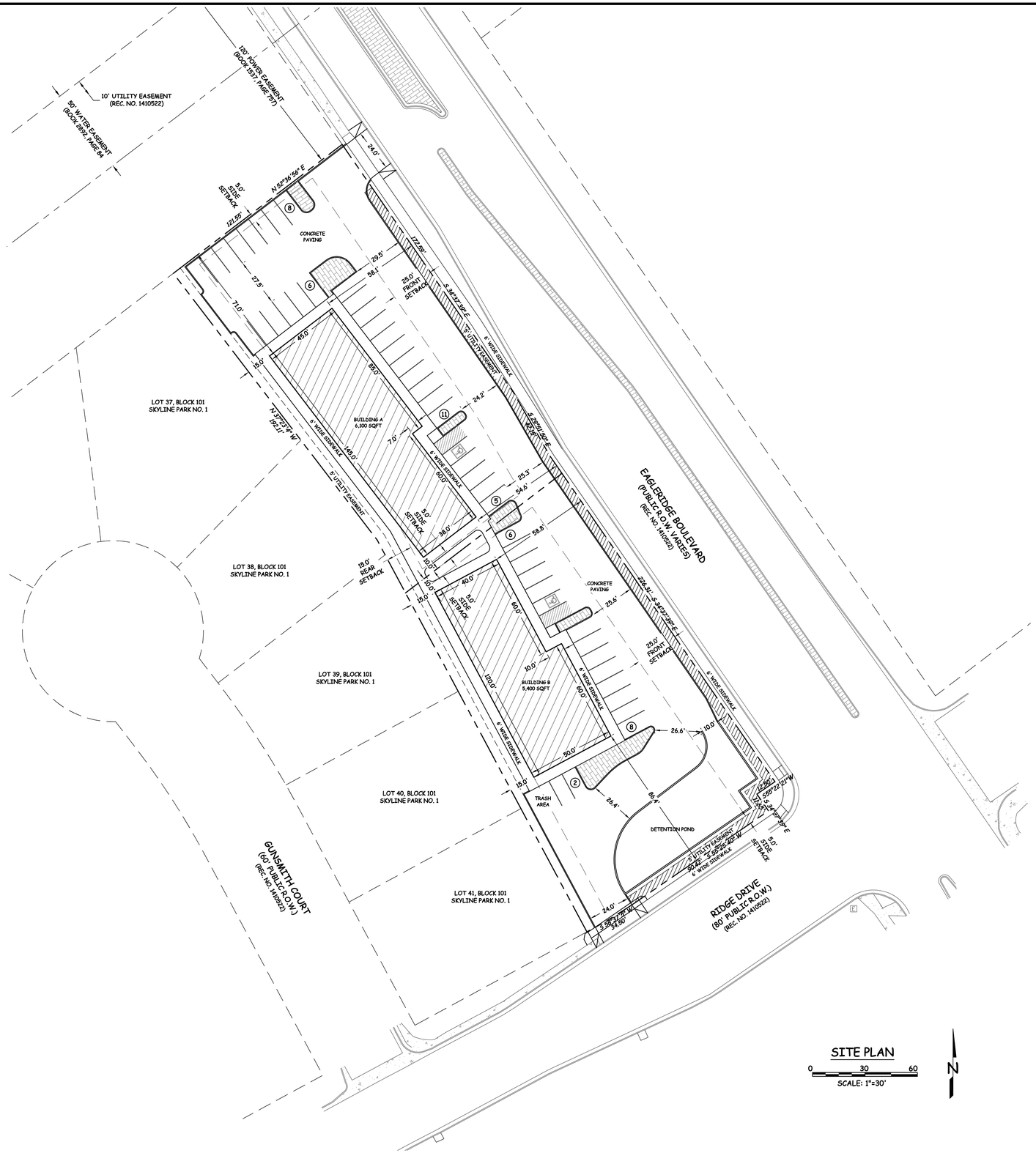
The proposed rezoning will change the zoning of the subject site from R2 to B2. The rezoning will provide additional business zoning along Eagleridge Boulevard, while also providing a buffer to the existing residents of the Skyline Park Subdivision.

Based on the existing size of the two lots, it is not economically viable to construct residential developments. By rezoning the property to B2 it will allow the owner to properly develop the two lots. The proposed development within the B2 zoning will bring two additional commercial use buildings to Eagleridge Boulevard. The developed site will satisfy the City of Pueblo Small Scale Development standards for each lot, while also providing landscaping and stormwater detention to the site.

The proposed rezoning of Lots 1 & 2 Block 24 of Eagleridge Estates, Parcel Number 0511110002, from R2 to B2 will allow for an economically viable development to the existing vacant lot.

Respectfully,

Zachary Thatcher, PE
Thatcher Engineering, LLC



SITE PLAN

0 30 60

SCALE: 1"=30'

ADDRESS:

TBD EAGLERIDGE BLVD.
PUEBLO, CO 81008

ZONING:

ZONE DISTRICT: B-1

LEGAL DESCRIPTION:

LOTS 1 & 2 BLOCK 24 EAGLERIDGE ESTATES

TAX SCHEDULE:

PARCEL #051110002

LOT SIZE:

1.24 ± ACRES

PARKING NOTES:

ZONE DISTRICT: B-1

BUILDING A AREA: 6,100 SF (OFFICE)

BUILDING B AREA: 5,400 SF (OFFICE)

TOTAL BUILDING AREA: 11,500 (OFFICE)

PARKING CALCULATIONS:

Professional or medical offices and medical or dental clinics shall be provided with at least five (5) parking spaces, plus one (1) additional parking space for each two hundred fifty (250) square feet of gross floor area in excess of one thousand two hundred fifty (1,250) square feet.

5+((11,500-1250)/250) = 46

PARKING REQUIRED:

46 SPACES INCLUDING 2 ADA

PARKING PROVIDED:

44 REGULAR
2 VAN ACCESSIBLE
46 TOTAL

811 Know what's **below.** **Call** before you dig.

FOR REVIEW

REVISIONS	
NO.	DATE
1	

THATCHER ENGINEERING - (719) 225-0150
4050 TRAIL STONE CIR., CASTLE ROCK, CO 80108

SCHREDER FAMILY IRREVOCABLE TRUST

SITE PLAN

RIDGE DR. & EAGLERIDGE DR.
PUEBLO, CO 81008

DRAWN BY: ZET	CHECKED BY: ZET	DATE: 03/09/25	C-1.0
JOB NO.: 2025-003			

May 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from the Schreder Family Irrevocable Trust for the recommendation of the following application, generally located at the northwest corner of Eagleridge Blvd. and Ridge Dr.

Z-25-11: Rezone 1.24 acres from R-2, Single-Family Residential, to B-2, Subregional Business District, Lots 1 and 2, Block 24, Eagleridge Estates.

The Planning and Zoning Commission meeting will be held on May 14, 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 regarding this application. **To review the plans and staff report for the proposed application, please visit www.pueblo.us/151/Planning-Zoning-Commission and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing.** Please contact the planner listed below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

CASE NUMBER Z-25-11

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at Parcel 511110002 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.

5-23-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by planner

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 Parcel 511110002, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

Photo uploaded by Planner 5-27-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCit	Own	OwnerZip
CIRULLO MICHAEL E/CIRULLO CATHERINE	10 GUNSMITH CT	PUEBLO	CO	81008-1907
TRUJILLO JUSLENA	11 GUNSMITH CT	PUEBLO	CO	81008-1908
BELLA VISTA OF PUEBLO HOMEOWNERS AS	1700 FORTINO BLVD	PUEBLO	CO	81008-1858
EAGLERIDGE ESTATES HOMEOWNERS ASSOC + C/O	191 UNIVERSITY BLVD #	DENVER	CO	80206-4613
HENNINGSGARD CARY	2 GUNSMITH CT	PUEBLO	CO	81008-1907
STAMP KEITH A SR	3 GUNSMITH CT	PUEBLO	CO	81008-1908
SANDIDGE RICHARD A/SANDIDGE JEANNIE	4 GUNSMITH CT	PUEBLO	CO	81008-1907
STRINGER FRANK E/STRINGER ROCHELLE	4506 WILDERNESS TRL	PUEBLO	CO	81008-1852
ZAKRAJSEK DANNY L	4510 WILDERNESS TRL	PUEBLO	CO	81008-1852
HASSSAN AHMED/ ISHTIAQ UFAQ	4516 WILDERNESS TRL	PUEBLO	CO	81008-1852
ACTON GEOFFREY	4518 WILDERNESS TRL	PUEBLO	CO	81008-1852
PERITORE ANTOINETTE	4520 WILDERNESS TRL	PUEBLO	CO	81008-1852
MOVICK JEREMY	4645 RIDGE DR	PUEBLO	CO	81008-1866
DEVAN SUSAN M	4724 SAN PIETRO CT	PUEBLO	CO	81008
WISEMAN THERESA J/WISEMAN CHRISTOPH	4726 SAN PIETRO CT	PUEBLO	CO	81008-2865
GLACH NORMA J	4727 SAN PIETRO CT	PUEBLO	CO	81008-2865
GOMEZ LAURIE L	4728 SAN PIETRO CT	PUEBLO	CO	81008-2865
THOMPSON SYLVIA	4730 SAN PIETRO CT	PUEBLO	CO	81008-2865
HALTER EDWARD A/HALTER BEVERLY R	4731 SAN PIETRO CT	PUEBLO	CO	81008-2865
MITCHELL JOYCE A	4732 SAN PIETRO CT	PUEBLO	CO	81008-2865
TULLY PETER A + TULLY RUTH L	4735 SAN PIETRO CT	PUEBLO	CO	81008-2865
SALAZ CHRISTA ANN	4742 GOLDFINCH CT	PUEBLO	CO	81008-1909
ORTEGA GREGORY J/ORTEGA VIVIAN D	4901 TOUCAN CT	PUEBLO	CO	81008-2160
WEBB STERLING ALAN	4909 TOUCAN CT	PUEBLO	CO	81008-2160
RUSHING ALISHA MARIE / MORRIS DELOR	5 GUNSMITH CT	PUEBLO	CO	81008-1908
WINSTON JAMES D / WINSTON LINDA S	6 GUNSMITH CT	PUEBLO	CO	81008-1907
LIAO IAN LEONG	650 HARLOW RD APT 14	SPRINGFI	OR	97477
SYKES GLORIA J	7 GUNSMITH CT	PUEBLO	CO	81008-1908
GEIS ANITA MARY	8 GUNSMITH CT	PUEBLO	CO	81008-1907
HINKLE BRIAN R/HINKLE JESSICA L	9 GUNSMITH CT	PUEBLO	CO	81008-1908
SCHREDER FAMILY IRREVOCABLE TRUST	PO BOX 8323	PUEBLO	CO	81008-8323

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE APPROVING A PUBLIC HIGHWAY OVERPASS AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO CONSTRUCTION ON THE EXISTING GRADE-SEPARATED OVERPASS OVER THE UNION PACIFIC RAILROAD TRACK AND PROPERTY AT MEL HARMON DRIVE/DILLON DRIVE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Public Highway Overpass Agreement for Preliminary Engineering Services between Union Pacific Railroad Company and the City of Pueblo for conducting maintenance of an existing overpass over the Union Pacific Railroad tracks and property at Mel Harmon Drive/Dillon Drive.

PREVIOUS COUNCIL ACTION:

Ordinance 9205 (November 27, 2017) adopted the City of Pueblo 2018 Budget, which budgeted $150,000.00 for the Mel Harmon Drive Bridge Overlay and Rehabilitation Project (HU1802). Ordinance 9373 (November 26, 2018) adopted the City of Pueblo 2019 Budget, which budgeted an additional $300,000.00 for the same project.

Ordinance 9618 (December 9, 2019) approved an agreement with the Colorado Department of Transportation ("CDOT"), accepted a grant from the Federal Highway Administration (FHWA) in the amount of $418,701.00 and budgeted and appropriated the grant funds into Account Project HU1802 - Mel Harmon Drive Bridge Overlay and Rehabilitation.

Resolution 14714 (September 27, 2021) awarded an agreement for Professional Design Services in the amount of $69,921.00 to Short Elliott Hendrickson, Inc., for Project 21-053, Engineering Design Services for Mel Harmon Bridge Overlay Project.

Ordinance 10410 (March 15, 2023) approved a reimbursement agreement between Union Pacific Railroad and the City of Pueblo.

BACKGROUND:

The Mel Harmon Drive Bridge was constructed in 1976, and it spans along Pueblo Mall Drive and Union Pacific Railroad tracks. Recent bridge inspection reports have recommended rehabilitation that includes the following tasks: to preserve the structure; resurface the bridge deck, address settlement issues/mud jack slope pavement, remove and replace noncompliant bridge railing, modify approach rails, remove and replace damaged curb and gutter and sidewalk, remove vegetation, etc.

In 2018, the City of Pueblo was awarded a grant from the Federal Highway Administration (FHWA) in the amount of $418,701.00 to aid in the rehabilitation of this bridge.

The Union Pacific Railroad right-of-way extends under Mel Harmon Drive Bridge. In order to conduct work over the railroad tracks, temporary construction rights from Union Pacific Railroad are required.

FINANCIAL IMPLICATIONS:

The cost of the temporary construction rights are $8,695.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

Not applicable

ALTERNATIVES:

Denial of this agreement will result in the City not being able to complete the necessary work over the railroad and the repairs at the Mel Harmon Bridge being canceled. In addition, a portion of the work is funded by a grant received from CDOT. Failure to approve this agreement will require funds to be returned to CDOT.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 0788261Grade Separation Agreement - City of Pueblo - DOT# 254384N

ORDINANCE NO.

AN ORDINANCE APPROVING A PUBLIC HIGHWAY OVERPASS AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, RELATING TO CONSTRUCTION ON THE EXISTING GRADE-SEPARATED OVERPASS OVER THE UNION PACIFIC RAILROAD TRACK AND PROPERTY AT MEL HARMON DRIVE/DILLON DRIVE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Public Highway Overpass Agreement by and between Union Pacific Railroad Company, a Delaware Corporation, and the City of Pueblo, a Colorado Municipal Corporation, a copy of which is attached hereto and made part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved. The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described therein.

SECTION 3.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

UP Real Estate Project No. 0788261

PUBLIC HIGHWAY OVERPASS AGREEMENT

Mel Harmon Drive
DOT 254384N
Milepost 115.422 – Colorado Springs Subdivision
Pueblo, Pueblo County, State of Colorado

THIS AGREEMENT ("Agreement") is made and entered into as of _____ ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and CITY OF PUEBLO, a municipal corporation or political subdivision of the State of Colorado to be addressed at 211 East D Street, Pueblo, Colorado, 81003 ("Political Body"),

RECITALS:

Presently, the Political Body utilizes the Railroad's property for the existing grade-separated overpass structure (the "Structure") that carries vehicular traffic traversing on Mel Harmon Drive over Railroad's track(s) at Railroad's Milepost 115.422, DOT Number 254384N on Railroad's Colorado Springs Subdivision at or near Pueblo, Pueblo County, Colorado (the "Crossing Area"). The Crossing Area is shown on the print marked **Exhibit A**. The Political Body desires to undertake as its project (the "Project") the repair of the Structure. The Political Body's type, size and location prints of the Structure are marked **Exhibit A-1,** attached hereto and hereby made a part hereof.

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBITS B AND D

The general terms and conditions marked **Exhibit B,** and the Railroad's Coordination Requirements marked **Exhibit D,** are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Structure over and across the Crossing Area.

For in consideration of **Eight Thousand Six Hundred Ninety-Five Dollars** (**$8,695.00**), the Railroad hereby grants to the Political Body temporary construction rights to the Railroad's property shown and described and shown on **Exhibits A.** The Political Body's use of such property shall be subject to the terms and conditions of this Agreement and the obligation of Political Body and its contractors to comply with such provisions. The temporary rights granted herein shall commence as of the effective date of this Agreement and continue for twelve (12) months, or until the project has been completed, whichever occurs earlier.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Project No. 0788261

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated December 24, 2024, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is **Sixty Thousand Dollars ($60,000.00)**.

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project, and final billing to the Political Body within three hundred sixty five (365) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed and the Railroad Representative named in **Exhibit D** has closed the Project work order and notified the Political Body.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the

Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. Upon completion of the Structure, the Political Body, at its expense, shall furnish to the Railroad an electronic set "as constructed" Plans of the Structure.

E. The Railroad's review and approval of the Plans in no way relieves the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges

when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. RAILROAD'S COORDINATION REQUIREMENTS

The Political Body, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Political Body for this Project.

Section 11. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 12. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

(i) The Railroad and the Political Body have executed this Agreement.

(ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.

(iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.

(iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 13. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 14. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 9 of **Exhibit B** of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY
(Federal Tax ID #94-6001323)

By _____

Printed Name: _____

Title: _____

CITY OF PUEBLO

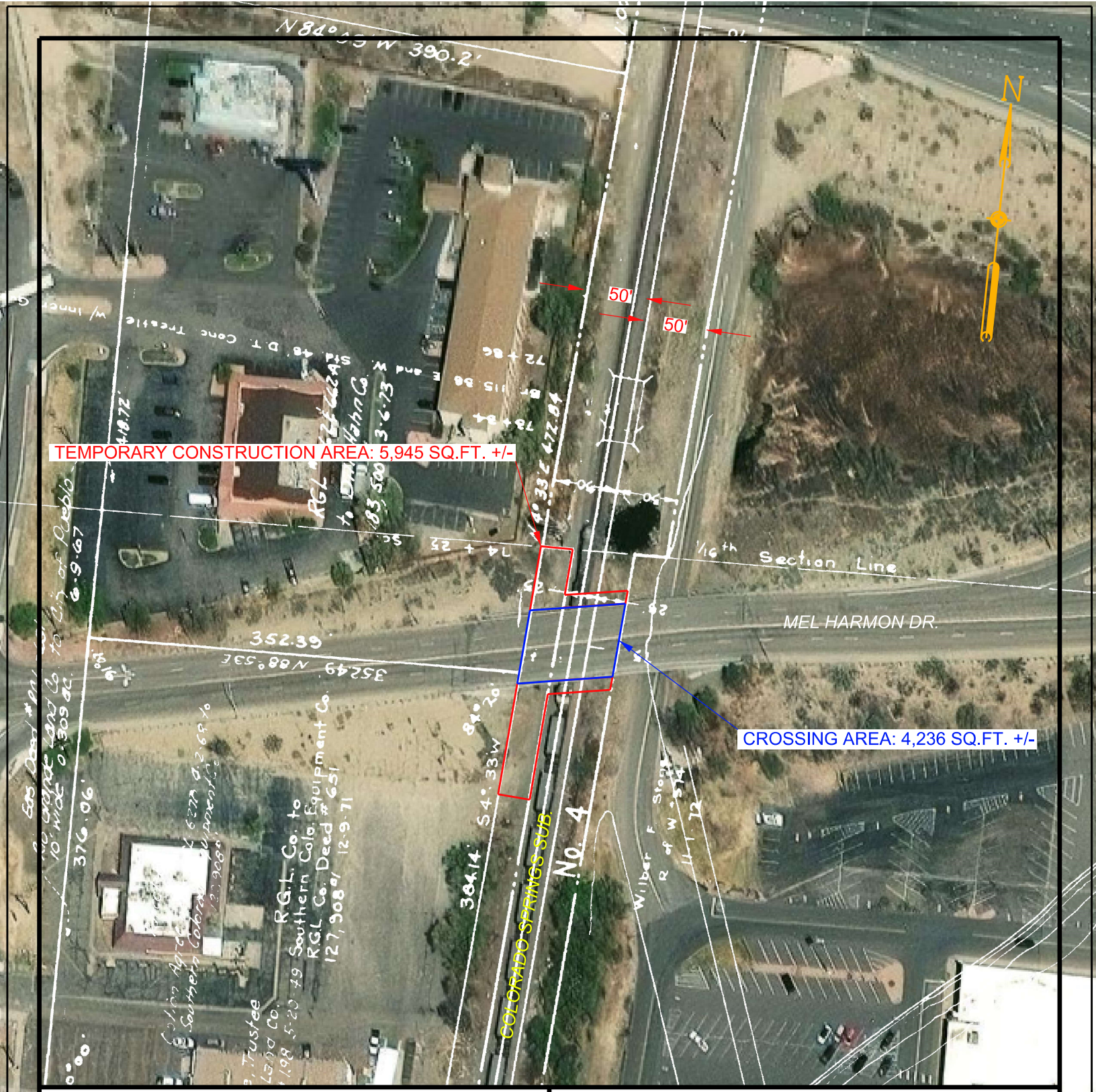
By_____

Printed Name: _____

Title: _____

EXHIBIT A
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

Exhibit A will be a print showing the Crossing Area (see Recitals)



LEGEND:

TEMP CONSTRUCTION AREA .....

CROSSING AREA .....

UPRRCO. R/W OUTLINED .....

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

PUEBLO, PUEBLO COUNTY, CO

M.P. 115.43 - COLORADO SPRINGS SUB.

CADD FILENAME	0788261
SCAN FILENAME	AERIAL PRINT

DRG/CO/V3/S1B
SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 2-17-2025

DSK FILE: 0788261

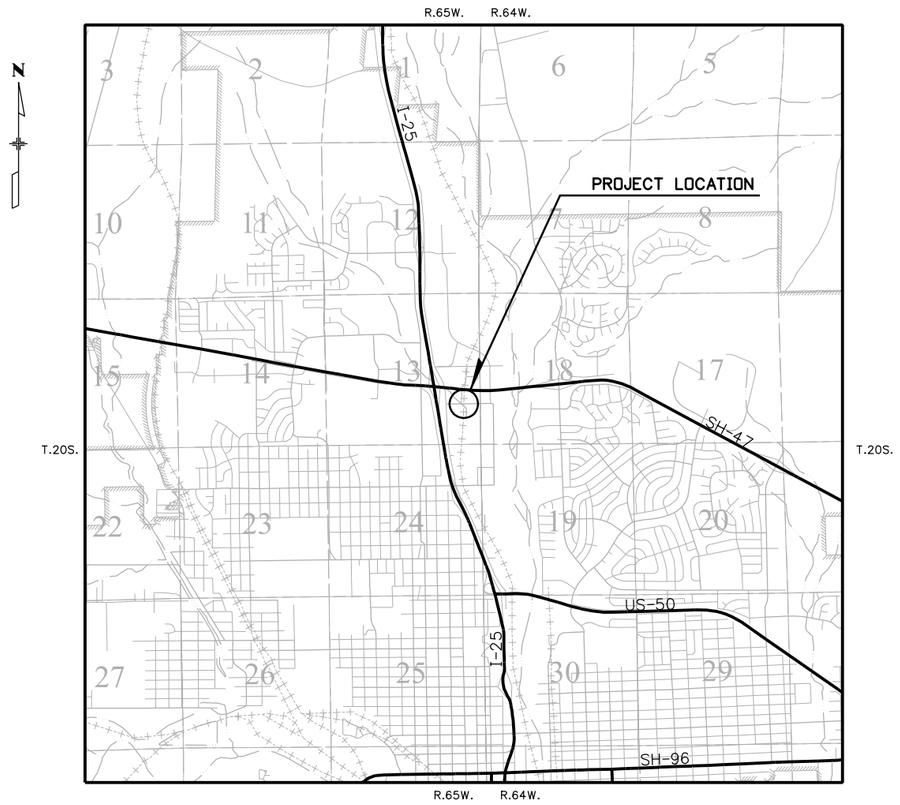
EXHIBIT A-1
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

Exhibit A-1 will be the type, size and location prints of the Structure (see Recitals).

CITY OF PUEBLO, COLORADO

BRIDGE REHABILITATION OF
MEL HARMON DRIVE OVER D&RGW RAILROAD

CITY PROJECT NUMBER 21-053
CDOT PROJECT NUMBER BRO M086-079 (22616)



LOCATION MAP

0 0.5 Miles 1 Mile 2 Miles

PROJECT DESCRIPTION:

THIS PROJECT INCLUDES SEVERAL IMPROVEMENTS TO MEL HARMON DRIVE BRIDGE AND ITS APPROACHES. IMPROVEMENTS INCLUDE ABUTMENT BACKFILL REPLACEMENT, BRIDGE RAIL REPLACEMENT, RAILROAD/PEDESTRIAN FENCE INSTALLATION, APPROACH GUARDRAIL REPLACEMENT, SLOPE PAVING UNDERMINING REPAIR, GIRDER BASE PLATE AND ANCHOR REPAIR, REMOVAL OF DECK DRAINS, AND ASPHALT WEARING SURFACE REPLACEMENT.

SHEET NO.	INDEX OF SHEETS
1	TITLE SHEET
2	STANDARDS PLANS LIST
3-4	GENERAL NOTES
5-6	SUMMARY OF APPROXIMATE QUANTITIES
7-9	EROSION CONTROL PLAN
10-17	STORMWATER MANAGEMENT PLAN
18-29	BRIDGE DETAILS
30	UTILITY PLAN
31	R.O.W. EXHIBIT
32	BID ALTERNATE 2 - APPROACH PAVEMENT MILL/OVERLAY

COLORADO LICENSED
STEPHEN EDWARD KAY
47416
08/21/24
PROFESSIONAL ENGINEER

100% PLAN SET FOR BIDDING

Print Date: 8/16/2024		Sheet Revisions			As Constructed	Contract Information	SEH Project No.
File Name: 163784_Title.dgn		Date:	Comments	Init.	No Revisions:	Contractor:	163784
Horiz. Scale: 1:1	Vert. Scale: As Noted				Revised:	Resident Engineer:	-
Unit Information	Unit Leader Initials				Void:	Project Engineer:	Sheet Number 1
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801						PROJECT STARTED: __/__/__ ACCEPTED: __/__/__ Comments:	

City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

dsundeen 11:55:42 AM X:\PTYP\PUEBL\163784\5-final-dsgn\51-drawings_DESIGN FILES\Design\Drawings\163784_Title.dgn

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COLORADO
DEPARTMENT OF TRANSPORTATION

M&S STANDARDS PLANS LIST

July 31, 2019

REVISED ON MAY 16, 2024

ALL OF THE M&S STANDARD PLANS, AS SUPPLEMENTED AND REVISED, APPLY TO THIS PROJECT WHEN USED BY DESIGNATED PAY ITEM OR SUBSIDIARY ITEM.

THE M&S STANDARD PLANS USED TO DESIGN THIS PROJECT ARE INDICATED BY A MARKED BOX ■, AND WILL BE ATTACHED TO THE PLANS. ALL OTHER M&S STANDARD PLANS ARE STILL ELIGIBLE FOR USE IN CONSTRUCTION IF APPROVED BY AN APPROPRIATE CDOT ENGINEER.

PLAN NUMBER	S STANDARD TITLE	PAGE NUMBER
☐ S-612-1	DELINEATOR INSTALLATIONS (8 SHEETS) ***(REVISED ON APRIL 30, 2024)***	~~171-178~~
☐ S-613-1	ROADWAY LIGHTING (6 SHEETS) ***(REVISED ON SEPTEMBER 30, 2020)***	~~179-186~~
☐ S-613-2	ALTERNATIVE ROADWAY LIGHTING (4 SHEETS) ***(NEW, ISSUED ON SEPTEMBER 30, 2020)***	
☐ S-613-3	PULL BOX DETAIL (2 SHEETS) ***(NEW, ISSUED ON APRIL 4, 2024)***	
☐ S-613-4	TRAFFIC SIGNAL ONE-LINE DIAGRAMS (6 SHEETS) ***(NEW, ISSUED ON JUNE 15, 2023)***	
☐ S-614-1	GROUND SIGN PLACEMENT (2 SHEETS) ***(REVISED ON MARCH 1, 2024)***	187-188
☐ S-614-2	CLASS I SIGNS ***(REVISED ON MARCH 1, 2024)***	189
☐ S-614-3	CLASS II SIGNS ***(REVISED ON MARCH 1, 2024)***	190
☐ S-614-4	CLASS III SIGNS (3 SHEETS) ***(REVISED ON MARCH 1, 2024)***	191-193
☐ S-614-5	BREAK-AWAY SIGN SUPPORT DETAILS FOR CLASS III SIGNS (2 SHEETS)	194-195
☐ S-614-6	CONCRETE FOOTINGS AND SIGN ISLANDS FOR CLASS III SIGNS (2 SHEETS)	196-197
☐ S-614-8	TUBULAR STEEL SIGN SUPPORT DETAILS (7 SHEETS) ***(REVISED ON MARCH 1, 2024)***	198-204
~~S-614-9~~	~~PEDESTRIAN PUSH BUTTON POST ASSEMBLY (2 SHEETS) ***(SUPERSEDED ON JANUARY 23, 2020 BY S-614-45)***~~	~~205-206~~
☐ S-614-10	MARKER ASSEMBLY INSTALLATIONS	207
☐ S-614-11	MILEPOST SIGN DETAIL FOR HIGH SNOW AREAS	208
☐ S-614-12	STRUCTURE NUMBER INSTALLATION (2 SHEETS)	209-210
☐ S-614-14	FLASHING BEACON AND SIGN INSTALLATIONS (4 SHEETS)	211-214
☐ S-614-15	CHAIN STATION SIGNAGE (1 SHEET) ***(NEW, ISSUED ON APRIL 30, 2024)***	
☐ S-614-20	TYPICAL POLE MOUNT SIGN INSTALLATIONS ***(REVISED ON MARCH 1, 2024)***	215
☐ S-614-21	CONCRETE BARRIER SIGN POST INSTALLATIONS (2 SHEETS) ***(REVISED ON SEPTEMBER 21, 2020)***	216-217
☐ S-614-22	TYPICAL MULTI-SIGN INSTALLATIONS	218
☐ S-614-23	J-POST SIGN SUPPORT (3 SHEETS) ***(NEW, ISSUED ON MAR. 1, 2024)***	
☐ S-614-40	TYPICAL TRAFFIC SIGNAL 30'-75' DOUBLE MAST ARMS 65'-75' SINGLE MAST ARMS (5 SHEETS) ***(REVISED ON JULY 22, 2022)***	219-223
☐ S-614-40A	ALTERNATIVE TRAFFIC SIGNAL 25'-55' SINGLE MAST ARMS (4 SHEETS) ***(REVISED ON JULY 22, 2022)***	224-227
☐ S-614-41	TEMPORARY SPAN WIRE SIGNALS (13 SHEETS)	228-240
☐ S-614-42	CABINET FOUNDATION DETAIL (4 SHEETS) ***(REVISED ON APRIL 4, 2024)***	241-244
☐ S-614-43	TRAFFIC LOOP AND MISCELLANEOUS SIGNAL DETAILS (7 SHEETS) ***(REVISED ON APRIL 4, 2024)***	245-252
☐ S-614-44	PEDESTAL POLE SIGNALS (2 SHEETS)	253-254
☐ S-614-45	PEDESTRIAN PUSH BUTTON POST ASSEMBLY DETAILS (6 SHEETS) ***(REVISED ON DECEMBER 3, 2020)***	
☐ S-614-50	STATIC SIGN MONOTUBE STRUCTURES (12 SHEETS)	255-266
☐ S-614-60	DYNAMIC SIGN MONOTUBE STRUCTURES (14 SHEETS)	267-280
■ S-627-1	PAVEMENT MARKINGS (11 SHEETS) ***(REV. APRIL 30, 2024)***	~~281-289~~
■ S-630-1	TRAFFIC CONTROLS FOR HIGHWAY CONSTRUCTION (26 SHEETS) ***(REVISED ON APRIL 30, 2024)***	~~290-313~~
☐ S-630-2	BARRICADES, DRUMS, CONCRETE BARRIERS (TEMP) AND VERTICAL PANELS	314
☐ S-630-3	FLASHING BEACON (PORTABLE) DETAILS	315
☐ S-630-4	STEEL SIGN SUPPORT (TEMPORARY) INSTALLATION DETAILS (2 SHEETS)	316-317
☐ S-630-5	PORTABLE RUMBLE STRIPS (TEMPORARY) (2 SHEETS)	318-319
☐ S-630-6	EMERGENCY PULL-OFF AREA (TEMPORARY)	320
☐ S-630-7	ROLLING ROADBLOCKS FOR TRAFFIC CONTROL (3 SHEETS)	321-323

Print Date: 6/26/2024
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Horiz. Scale: 1:1 Vert. Scale: As Noted
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Sheet Revisions		
Date:	Comments	Init.

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As Constructed
No Revisions:
Revised:
Void:

STANDARDS PLANS LIST

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: SPL
Structure Numbers: -
Subset Sheets: 1 of 1

SEH Project No. 163784
-
Sheet Number 2

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GENERAL NOTES

DESIGN INTENT FOR THIS PROJECT IS TO REPAIR DAMAGED BRIDGE ELEMENTS, UPGRADE ELEMENTS TO CURRENT CODES/STANDARDS AND EXTEND THE SERVICE OF THE BRIDGE. THE IMPROVEMENTS ARE BASED ON THE ORIGINAL BRIDGE PLANS, LATEST BRIDGE INSPECTION REPORT AND THE BRIDGE REHABILITATION REPORT WHICH ARE AVAILABLE TO THE CONTRACTOR UPON REQUEST.

2023 COLORADO DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION WITH APPLICABLE STANDARD SPECIAL PROVISIONS AND THE CURRENT STANDARD PLANS M&S STANDARDS SHALL CONTROL FOR CONSTRUCTION OF THIS PROJECT.

PRELIMINARY QUANTITY OF HOT MIX ASPHALT WAS CALCULATED USING THE UNIT WEIGHT OF 147 LBS. PER CU. FT.

GRADE 60 REINFORCING STEEL IS REQUIRED.

ALL REINFORCING STEEL SHALL BE EPOXY COATED, UNLESS OTHERWISE NOTED ON THE PLANS.

WASTE MATERIALS GENERATED BY THE CONTRACTOR SHALL BE DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A DISPOSAL SITE FOR ALL UNUSABLE MATERIALS.

THE INFORMATION SHOWN ON THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 AT LEAST 3 DAYS (NOT INCLUDING THE DAY OF NOTIFICATION) PRIOR TO ANY EXCAVATION OR OTHER EARTHWORK.

THE CONTRACTOR SHALL OBTAIN A CITY PERMIT FOR "CONSTRUCTION IN PUBLIC RIGHT-OF-WAY/EASEMENTS". COSTS FOR THIS PERMIT SHALL BE INCLUDED IN THE WORK. THE CITY WILL WAIVE FEES FOR THIS PERMIT.

ALL WORK RELATED TO TRAFFIC CONTROL SHALL BE INCLUDED IN ITEM 630, TRAFFIC CONTROL.

SPECIAL CARE SHALL BE TAKEN WHEN REMOVING THE EXISTING RAIL AND CURB NOT TO DAMAGE BRIDGE DECK AND SIDEWALK.

ALL REINFORCING EXPOSED DURING REMOVAL CONSTRUCTION SHALL BE CLEANED PER SPECIFICATION 509.29.

AFTER ALL REMOVALS AND CLEANING IS COMPLETED AND PRIOR TO CONSTRUCTION OF NEW CONCRETE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER (WITH AT LEAST 48 HOURS NOTICE) TO OBSERVE THE CONSTRUCTION OF THE EXISTING BRIDGE DECK AND SIDEWALK PORTIONS THAT ARE TO REMAIN.

ALL ELEMENTS WHICH ARE TO REMAIN SHALL BE PROTECTED DURING CONSTRUCTION AND ANY ELEMENTS THAT ARE DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED OR REPLACED AT NO ADDITIONAL COST TO THE PROJECT.

ALL EMBANKMENT SLOPES SHALL BE RECONSTRUCTED TO MATCH THE EXISTING GRADES, UNLESS OTHERWISE NOTED.

CONTRACTOR SHALL USE EITHER OR BOTH BRIDGE APPROACHES FOR EQUIPMENT AND MATERIAL STAGING. CONTRACTOR SHALL USE THE NORTHEAST AND SOUTHWEST CORNERS OF THE BRIDGE FOR ACCESS TO PERFORM WORK UNDERNEATH THE STRUCTURE.

CONSTRUCTION TRAFFIC CONTROL

TRAFFIC CONTROL SHALL BE PER CDOT SPECIFICATION 630. A TRAFFIC CONTROL PLAN SHALL BE SUBMITTED PER CDOT SPECIFICATION 630.10. UNLESS OTHERWISE APPROVED BY THE ENGINEER, MEL HARMON DRIVE IS TO REMAIN CLOSED DURING CONSTRUCTION. TRAFFIC SHALL BE DETOURED TO 29TH ST. THE "N FREEWAY RD" EXIT ON EAST CO-47 IS TO REMAIN CLOSED DURING CONSTRUCTION AND THE TRAFFIC SHALL BE DETOURED TO DILLON DRIVE AND 29TH ST.

SLOPE PAVING REPAIR

CONCRETE SLOPE PAVING REPAIRS AT EACH ABUTMENT SHALL INCLUDE REMOVAL OF ALL PENETRATING VEGETATION, INDIVIDUAL SPALL REPAIRS, AND INFILL OF VOIDS UNDER THE PAVING. VOID INFILL SHALL PERFORMED BY MUD OR FOAM JACKING AND INCLUDE INJECTION OF INFILL MATERIAL.

ANCHOR RODS AND DOWELS

UNLESS NOTED OTHERWISE, MECHANICAL EXPANSION ANCHORS INSTALLED IN CONCRETE SHALL BE AS NOTED BELOW:

- APPROVED MANUFACTURERS ARE: HILTI, SIMPSON, DEWALT/POWERS FASTENERS (ALL ANCHORS). SUBMIT PRODUCT DATA OR REPORTS SHOWING PRODUCT IS COMPLIANT WITH PROJECT CODE REQUIREMENTS TO REVIEW. A LETTER OF PROCEDURE STATING METHOD OF DRILLING, THE PRODUCT FOR USE, THE COMPLETE INSTALLATION PROCEDURE, METHOD FOR LOCATING REBAR, MANUFACTURER TRAINING DATE AND A LIST OF THE PERSONNEL TRAINED ON ANCHOR INSTALLATION SHALL BE SUBMITTED TO THE ENGINEER.

- ALL ANCHORS SHALL BE HOT-DIP GALVANIZED, MINIMUM GRADE 36 MATERIAL AND IN ACCORDANCE WITH ASTM A568.

DESIGN DATA

DESIGN: AASHTO LRFD BRIDGE DESIGN SPECIFICATIONS, 9TH EDITION

REINFORCED CONCRETE:

CLASS D CONCRETE: f'c = 4,500 PSI, PER CDOT SPECIFICATIONS

REINFORCING STEEL: fy = 60,000 PSI

BRIDGE RAIL MATERIALS:

SEE DETAIL SHEETS

COLORADO LICENSED
STEPHEN EDWARD KAYE
47416
08/21/24
PROFESSIONAL ENGINEER

EPOXY ADHESIVE SPECIFICATIONS

BOND STRENGTH ASTM C882-13A
2 DAY CURE: 10.8 MPa 1,560 psi
14 DAY CURE: 11.7 MPa 1,690 psi

COMPRESSIVE STRENGTH ASTM D695-10 82.7 MPa 12,000 psi

COMPRESSIVE MODULUS ASTM D695-10 2,600 MPa 0.38 x 10⁶ psi

TENSILE STRENGTH 7 DAY ASTM D638-14 49.3 MPa 7,150 psi

BASIS OF DESIGN: HILTI PRODUCT HIT-RE 500 V3 EPOXY ADHESIVE ANCHORING SYSTEM

UTILITIES

THE INFORMATION SHOWN ON THESE PLANS CONCERNING THE TYPE AND LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THERETO. THE CONTRACTOR SHALL CONTACT THE UTILITY NOTIFICATION CENTER OF COLORADO AT 1-800-922-1987 AT LEAST 3 DAYS (NOT INCLUDING THE DAY OF NOTIFICATION) PRIOR TO ANY EXCAVATION OR OTHER EARTHWORK.

811 Know what's below. Call before you dig.

STRIPING

CONTRACTOR SHALL PROVIDE EPOXY PAVEMENT MARKINGS TO RESTORE PRE-CONSTRUCTION PAVEMENT STRIPING MARKINGS.

BID ALTERNATES

THE CITY WOULD LIKE TO USE AS MANY BID ALTERNATE ITEMS THAT CAN BE CONSTRUCTED WITHIN THE CITY'S AVAILABLE BUDGET. AFTER BIDS ARE RECEIVED THE CITY WILL SELECT WHICH BID ALTERNATES, WHICH MAY INCLUDE ANY SINGLE ALTERNATE, ANY COMBINATION OF ALTERNATES, OR NONE.

BID ALTERNATE 1 - GUARDRAIL IMPROVEMENTS
BASE - SHORTEST POSSIBLE GUARDRAIL TRANSITION FROM NEW BRIDGE RAIL TO EXISTING GUARDRAIL. MAINTAIN REMAINING PORTIONS OF EXISTING GUARDRAIL AND EXISTING END SECTIONS.

ALTERNATE 1 - REMOVE REMAINING LENGTH OF GUARDRAIL AND REPLACEMENT WITH CURRENT STANDARD GUARDRAIL AND GUARDRAIL END SECTIONS.

BID ALTERNATE 2 - APPROACH ASPHALT IMPROVEMENTS
BASE - REMOVE BRIDGE DECK ASPHALT AND REMOVE APPROACH ASPHALT (SAME THICKNESS AS BRIDGE) TO CONSTRUCT ABUTMENT BACKFILL REPLACEMENT.

ALTERNATE 2 - EXTEND PAVEMENT MILL/OVERLAY FROM LIMITS IN BASE TO LIMITS SHOWN ON ALTERNATE PLAN SHEET. PROVIDE TRANSITION FROM FINAL BRIDGE PROFILE TO TIE-IN POINT TO ALTERNATE LIMITS.

Print Date: 6/26/2024	Sheet Revisions		
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As Constructed	GENERAL NOTES			SEH Project No.
No Revisions:				163784
Revised:	Designer: S.E. Kaye	Structure Numbers	-	-
Void:	Detailer: D.W. Sundeen			
	Sheet Subset: NOTES	Subset Sheets: 1 of 2		Sheet Number 3

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UPRR GENERAL NOTES FOR OVERHEAD STRUCTURES

1. COORDINATION: USE THE UNION PACIFIC RAILROAD PUBLIC PROJECTS MANUAL AS A GUIDE FOR ASSISTING IN ADMINISTERING, COORDINATING, PLANNING, AND IMPLEMENTING YOUR PROJECT.

2. DESIGN REVIEW: PRIOR TO CONSTRUCTION, OBTAIN RAILROAD REVIEW AND APPROVAL OF ALL RELEVANT CONSTRUCTION ITEMS, INCLUDING BUT NOT LIMITED TO, SHORING, TRACK & GROUND MONITORING, ERECTION, DEMOLITION, AND FALSEWORK. ALL DESIGNS MUST ADHERE TO THE MOST RESTRICTIVE PROVISIONS OF THE CURRENT UPRR AND AREMA STANDARDS AND GUIDELINES IN EFFECT AT THE TIME THE WORK IS EXECUTED. ALLOW A MINIMUM OF 4 WEEKS FOR REVIEW AND APPROVAL OF EACH SUBMITTAL. FOR SUBMITTALS NOT IN ACCORDANCE WITH THESE NOTES, LONGER REVIEW TIMES SHALL BE EXPECTED.

3. OPERATIONS: PROJECTS SHALL BE DESIGNED SUCH THAT ALL CONSTRUCTION ACTIVITIES AND PHASING WILL NOT COMPROMISE SAFETY NOR IMPACT RAILROAD OPERATIONS.

4. PASSING TRAINS: RAILROAD REQUIREMENTS DO NOT ALLOW WORK WITHIN 50 FEET OF TRACK CENTERLINE WHEN A TRAIN PASSES THE WORK SITE AND ALL PERSONNEL MUST CLEAR THE AREA WITHIN 25 FEET OF THE TRACK CENTERLINE AND SECURE ALL EQUIPMENT.

5. WORK WINDOWS: CONSTRUCTION ACTIVITIES MUST BE PERFORMED WITHIN NATURALLY OCCURRING TRACK WINDOWS. COORDINATE ALL REQUESTS FOR CONSTRUCTION WORK WINDOWS WITH THE RAILROAD'S DESIGNATED REPRESENTATIVE TO ENSURE THAT THE WORK IS SCHEDULED TO ELIMINATE ANY POTENTIAL DISRUPTION TO THE RAILROAD'S OPERATIONS.

6. TOP OF RAIL SURVEY: VERIFY THE ELEVATION OF THE EXISTING TOP-OF-RAIL PROFILE BEFORE STARTING CONSTRUCTION. TOP-OF-RAIL SURVEY SHALL BE PERFORMED FOR 1000 FEET ON EITHER SIDE OF PROPOSED OVERHEAD STRUCTURE. ADDITIONAL VERTICAL CLEARANCE MAY BE REQUIRED FOR ADJUSTMENT OF SAG IN VERTICAL CURVE, FUTURE TRACK RAISE, FLOOD CONSIDERATIONS, CONSTRUCTION AND MAINTENANCE PURPOSES. BRING ALL DISCREPANCIES TO THE ATTENTION OF THE RAILROAD PRIOR TO CONSTRUCTION.

7. TEMPORARY CONSTRUCTION CLEARANCES: CONSTRUCTION ACTIVITIES ARE NOT ALLOWED WITHIN THE TEMPORARY CONSTRUCTION CLEARANCE ENVELOPE PER THE CURRENT UPRR GUIDELINES FOR RAILROAD GRADE SEPARATION PROJECTS AND GUIDELINES FOR TEMPORARY SHORING.

8. PERMANENT CLEARANCE ENVELOPE: THE MINIMUM PERMANENT VERTICAL CLEARANCE SHALL BE 23 -4 MEASURED FROM TOP OF HIGHEST RAIL TO THE LOWEST OBSTRUCTION UNDER THE STRUCTURE. THE EXTENT OF THIS VERTICAL CLEARANCE SHALL BE A MINIMUM OF 9 FEET TO THE FIELD SIDE OF THE OUTERMOST EXISTING OR FUTURE TRACKS, MEASURED PERPENDICULAR FROM THE CENTERLINE OF SAID TRACKS. IN CURVED TRACK, 9 FEET SHALL BE INCREASED EITHER 6 INCHES TOTAL OR 1.5 INCHES FOR EVERY DEGREE OF CURVE, WHICHEVER IS GREATER. THE PERMANENT VERTICAL CLEARANCE SHALL EXTEND TO COVER ALL EXISTING AND FUTURE TRACKS, INCLUDING THE SPACE IN BETWEEN.

9. VERIFY PERMANENT CLEARANCES: ALL PERMANENT CLEARANCES SHALL BE VERIFIED THROUGHOUT CONSTRUCTION. A COMPLIANCE REPORT SHALL BE SUBMITTED TO THE RAILROAD BEFORE PROJECT CLOSING. ALL DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE RAILROAD.

10. PERMANENT CLEARANCES FOR BID: THE PERMANENT VERTICAL AND HORIZONTAL DESIGN CLEARANCES, WHICH ARE SPECIFIED IN THE BID DOCUMENTS APPROVED BY THE RAILROAD, MUST BE MAINTAINED IN RELATION TO THE TOP-OF-RAIL AND CENTERLINE OF EXISTING AND FUTURE TRACKS, RESPECTIVELY. ANY REDUCTION OF THESE CLEARANCES IS NOT PERMITTED.

11. DRAINAGE: THE PROPOSED PROJECT SHALL NOT INCREASE THE QUANTITY AND/OR CHARACTERISTICS OF THE FLOW IN THE RAILROAD'S DITCHES AND/OR DRAINAGE STRUCTURES.

12. BEFORE YOU DIG: APPROPRIATE MEASURES FOR THE LOCATION AND PROTECTION OF UPRR FACILITIES SHALL BE ADDRESSED IN THE PLANS AND CONTRACT DOCUMENTS. FOR SPECIFIC RAILROAD REQUIREMENTS AND ADDITIONAL INFORMATION REFER TO WWW.UP.COM/CBUD. ABANDONMENT OF UTILITIES MUST FOLLOW THE UPRR GUIDELINES FOR ABANDONMENT OF SUBSURFACE UTILITY STRUCTURES.

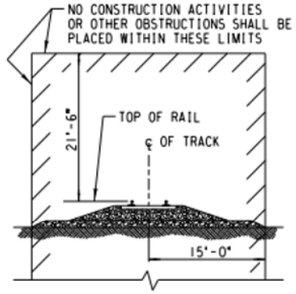
ADDITIONAL RAILROAD NOTES

REGARDING NOTE 2, CONTRACTOR SHALL SUBMIT ALL REQUIRED CONSTRUCTION INFORMATION TO RAILROAD FOR APPROVAL PRIOR TO ANY WORK ABOVE OR WITHIN RAILROAD ROW.

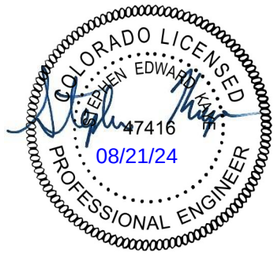
REGARDING NOTE 6, 8, 9, 10, THESE ITEMS ARE ONLY REQUIRED IF THERE IS A CHANGE IN PERMANENT VERTICAL/HORIZONTAL CLEARANCES TO THE EXISTING RAILS. THE DESIGN INTENT IS NOT TO CHANGE THE PERMANENT VERTICAL/HORIZONTAL CLEARANCES, HOWEVER IF ANY PERMANENT CLEARANCES DO CHANGE AS A RESULT OF CONSTRUCTION, ALL OF THESE ITEMS SHALL BE INCLUDED/PROVIDED BY THE CONTRACTOR.

REGARDING NOTE 7, THE MINIMUM CONSTRUCTION CLEARANCE ENVELOPE DETAIL IS SHOWN ON THIS SHEET AND ADDITIONAL TEMPORARY CLEARANCE/ACCESS AREAS ARE SHOWN ON SHEET 19. IF THE CONTRACTOR NEEDS ANY ADDITIONAL TEMPORARY ACCESS AREAS BEYOND WHAT IS SHOWN IN THE PLANS, THEY SHALL RECEIVE APPROVAL FROM THE CITY AND THE RAILROAD PRIOR TO OCCUPYING THESE AREAS WITHIN/ABOVE RAILROAD ROW.

THE CONTRACTOR IS REQUIRED TO GET A MAINTENANCE CONSENT LETTER (MCL) FROM THE RAILROAD PRIOR TO CONSTRUCTION. THE DURATION OF THIS PROCESS IS ANTICIPATED TO BE ABOUT 3 MONTHS. COSTS ASSOCIATED WITH OBTAINING MCL IS INCIDENTAL TO THE WORK FOR THE PROJECT.



MINIMUM CONSTRUCTION CLEARANCE ENVELOPE
(NORMAL TO RAILROAD)



Print Date: 8/16/2024		Sheet Revisions			As Constructed	GENERAL NOTES	SEH Project No.
File Name: 163784_General Notes.dgn		Date:	Comments	Init.	No Revisions:		163784
Horiz. Scale: 1:1	Vert. Scale: As Noted				Revised:	Designer: S.E. Kaye / Structure Numbers: -	-
Unit Information	Unit Leader Initials				Void:	Detailer: D.W. Sundeen	Sheet Number 4
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801					City of Pueblo Department of Public Works 211 East D Street Pueblo, Colorado 81003	Sheet Subset: NOTES / Subset Sheets: 2 of 2	

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BOOK	PAGE	SHEET				PLAN	AS CONST.			PLAN	AS CONST.					PLAN	AS CONST.
			201-00000	Clearing and Grubbing	L S					1						1	
			202-00026	Removal of Slope Paving	SY					40						40	
			202-00035	Removal of Steel Drain Pipe	LF					74						74	
			202-00200	Removal of Sidewalk	SY					25						25	
			202-00220	Removal of Asphalt Mat	SY					2603						2,603	
			202-00426	Removal of Bridge Rail (Traffic Combination Rail)	LF					237						237	
			202-00427	Removal of Bridge Rail (Steel Pedestrian Rail)	LF					237						237	
			202-01130	Removal of Guardrail	LF					200						200	
			202-04000	Plug 12" Sloped Drain Pipe and Fill with Flow Fill	EACH					1						1	
			202-05019	Sawing Concrete (Top of Wingwalls)	LF					40						40	
			206-00000	Structure Excavation	CY					298						298	
			206-00065	Structure Backfill (Flow-Fill)	CY					259						259	
			206-00200	Structure Backfill (Class 2)	CY					39						39	
			207-00700	Topsoil (Onsite)	CY					210						210	
			208-00008	Erosion Log Type 2 (12 Inch)	LF					2050						2,050	
			208-00020	Silt Fence	LF					1920						1,920	
			208-00035	Aggregate Bag	LF					120						120	
			208-00045	Concrete Washout Structure	EACH					1						1	
			208-00051	Storm Drain Inlet Protection (Type I)	LF					100						100	
			208-00106	Sweeping (Sediment Removal)	HOUR					24						24	
			212-00708	Seeding (Native) Broadcast	ACRE					0.39						0.39	
			216-00301	Turf Reinforcement Mat (Class 1)	SY					620						620	
			403-34741	Hot Mix Asphalt (Grading SX) (75) (PG 64-22)	TON					267						267	
			506-00000	Riprap Pads	CY					2						2	
			507-00000	Concrete Slope Paving	CY					5						5	
			507-00001	Concrete Slope Paving (Repair Jacking)	L S					1						1	
			509-08000	Temporary Shielding	L S					1						1	
			512-00118	Base Plate/Anchor Repair	EACH					6						6	
			515-00120	Waterproofing (Membrane)	SY					1282						1,282	
			601-03041	Concrete Class D (Approach Slab/Sleeper Slab/Sidewalk)	CY					64						64	

COLORADO LICENSED
STEPHEN EDWARD KAYE
47416
08/21/24
PROFESSIONAL ENGINEER

Print Date: 6/28/2024
File Name: 163784_SOAQ.dgn
Horiz. Scale: 1:1 Vert. Scale: As Noted
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Sheet Revisions

Date:	Comments	Init.

city of PUEBLO colorado
City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

As Constructed
No Revisions:
Revised:
Void:

SUMMARY OF APPROXIMATE QUANTITIES

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: SOAQ
Structure Numbers: -
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SEH Project No. 163784
-
Sheet Number 5

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BOOK	PAGE	SHEET				PLAN	AS CONST.			PLAN	AS CONST.					PLAN	AS CONST.
			601-06150	Concrete (Patching)	SF					595						595	
			601-10400	Drill and Grout Dowels (Railings and Approach Slabs)	EACH					1411						1,411	
			601-25750	Infill Existing Drain (Includes Welded Studs, Plugged Outlet, Concrete Infill)	EACH					2						2	
			602-00020	Reinforcing Steel (Epoxy Coated)	LB					8992						8,992	
			606-00301	Guardrail Type 3 (6-3 Post Spacing)	LF					100						100	
			606-01370	Transition Type 3G	EACH					4						4	
			606-01400	Transition Type BR10M-GR3	EACH					4						4	
			606-11035	Bridge Rail Type 10 MASH	LF					481						481	
			607-53161	Fence Chain Link (Special) (60 Inch) (Includes Connection Bands)	LF					336						336	
			625-00000	Construction Surveying	L S					1						1	
			626-00000	Mobilization	L S					1						1	
			627-00002	Thermoplastic Pavement Marking	SF					425						425	
			630-00010	Railroad Flagging	DAY					25						25	
			630-00016	Traffic Control (Special) LS	L S												
ALTERNATE 1: FULL LENGTH APPROACH GUARDRAIL REPLACEMENT																	
			202-01130	Removal of Guardrail (Excludes Base Bid)	LF	1,085										1,085	
			606-00301	Guardrail Type 3 (6-3 Post Spacing)	LF	1,085										1,085	
			606-02005	End Anchorage (Flared)	EACH	4										4	
ALTERNATE 2: APPROACH ASPHALT MILL/OVERLAY																	
			202-00220	Removal of Asphalt Mat	SY	7,023										7,023	
			403-34741	Hot Mix Asphalt (Grading SX) (75) (PG 64-22)	TON	1,356										1,356	
			627-00002	Thermoplastic Pavement Marking	SF	1,952										1,952	

COLORADO LICENSED
STEPHEN EDWARD KAY
47416
08/21/24
PROFESSIONAL ENGINEER

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Unit Information Unit Leader Initials

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Sheet Revisions

Date:	Comments	Init.

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Department of Public Works
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Pueblo, Colorado 81003

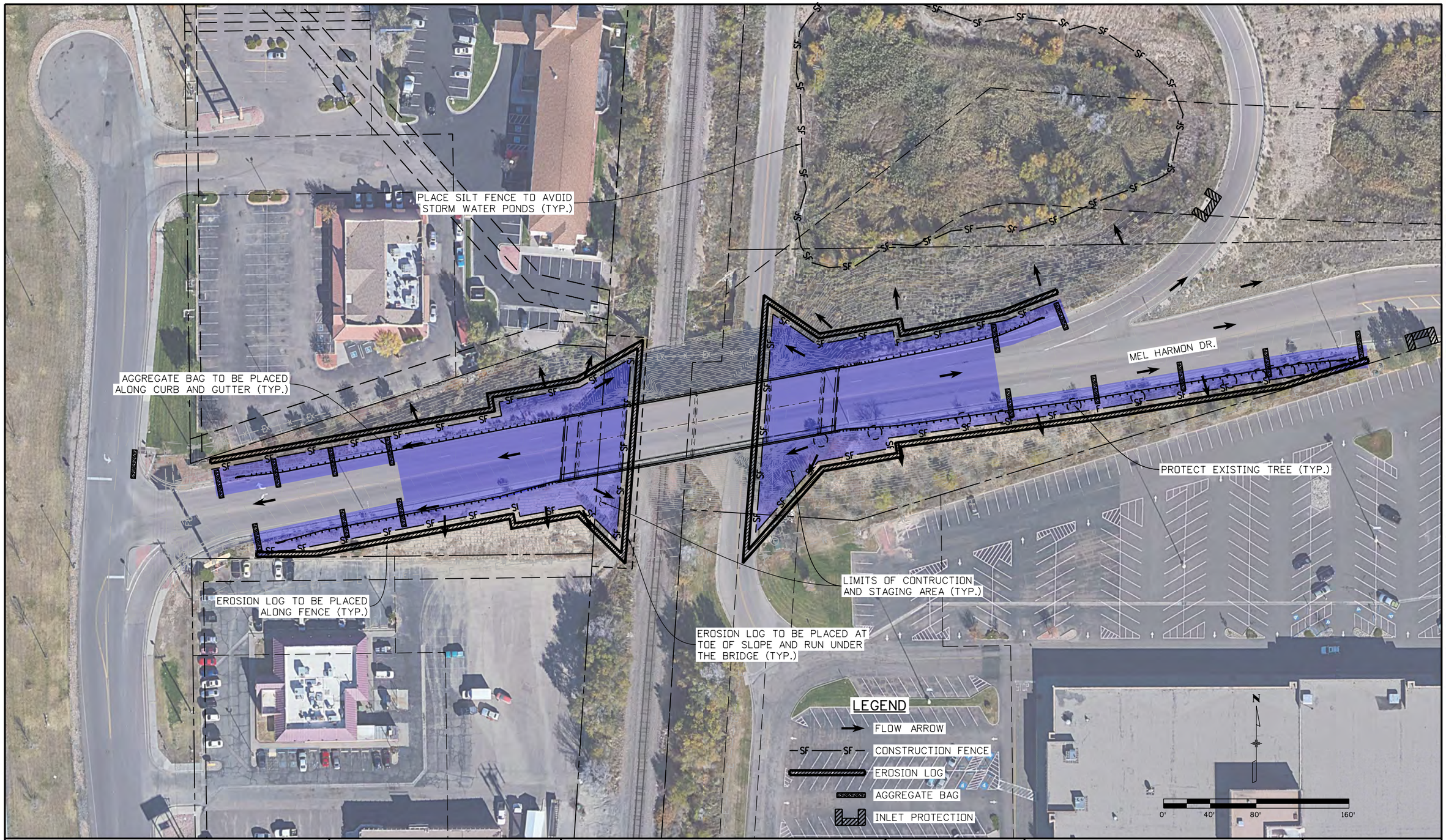
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SUMMARY OF APPROXIMATE QUANTITIES (ALTERNATES)

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: SDAQ
Structure Numbers: -
Subset Sheets: 2 of 2

SEH Project No. 163784
-
Sheet Number 6

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Date:	Comments	Init.

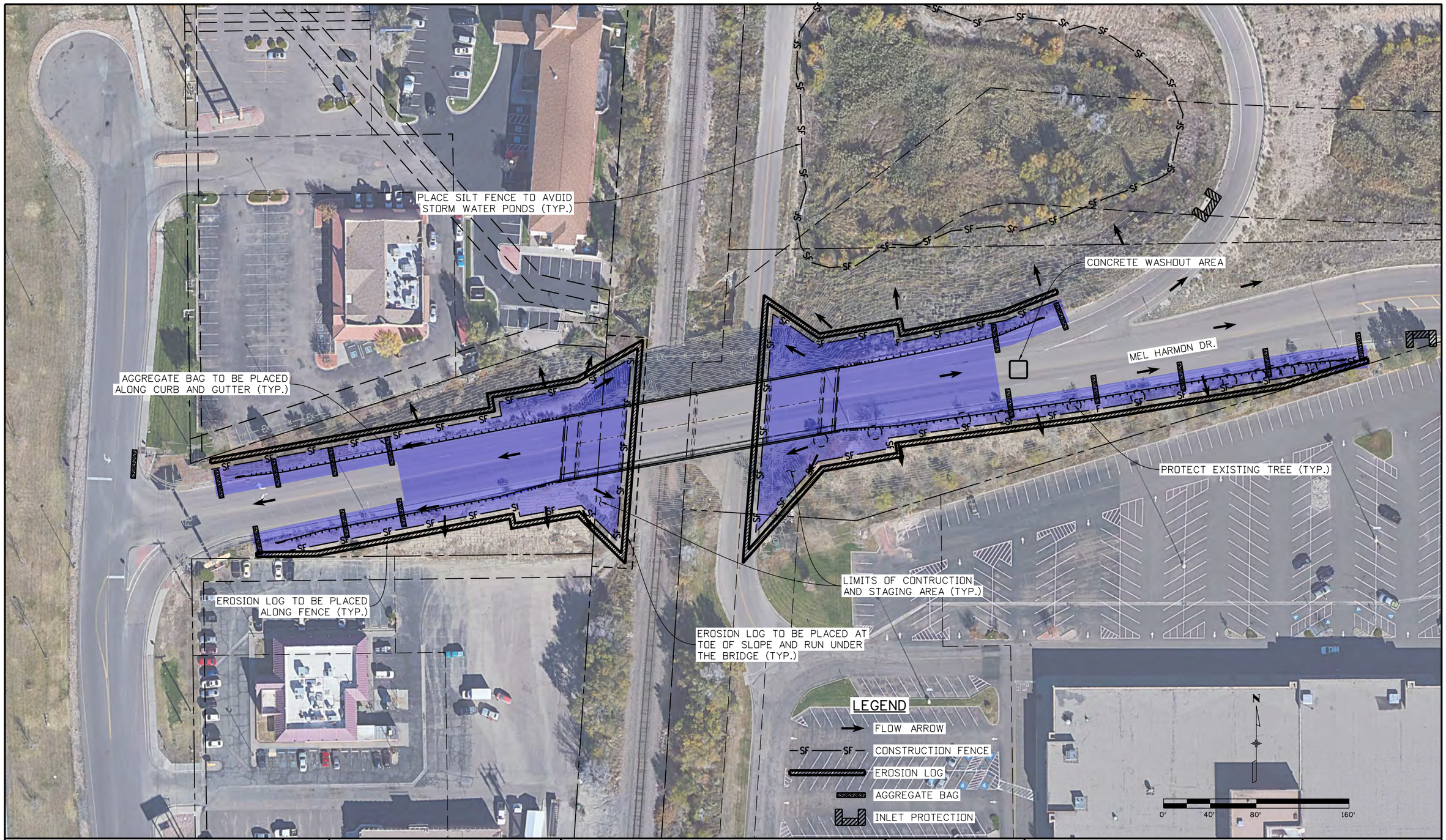
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Department of Public Works
211 East D Street
Pueblo, Colorado 81003

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Revised:	
Void:	

EROSION CONTROL PLAN (INITIAL)

Designer:	S.E. Kaye	Structure Numbers	-
Detailer:	D.W. Sundeen		
Sheet Subset:	EC	Subset Sheets:	1 of 3

SEH Project No.	
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Sheet Number	7



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Sheet Revisions		
Date:	Comments	Init.

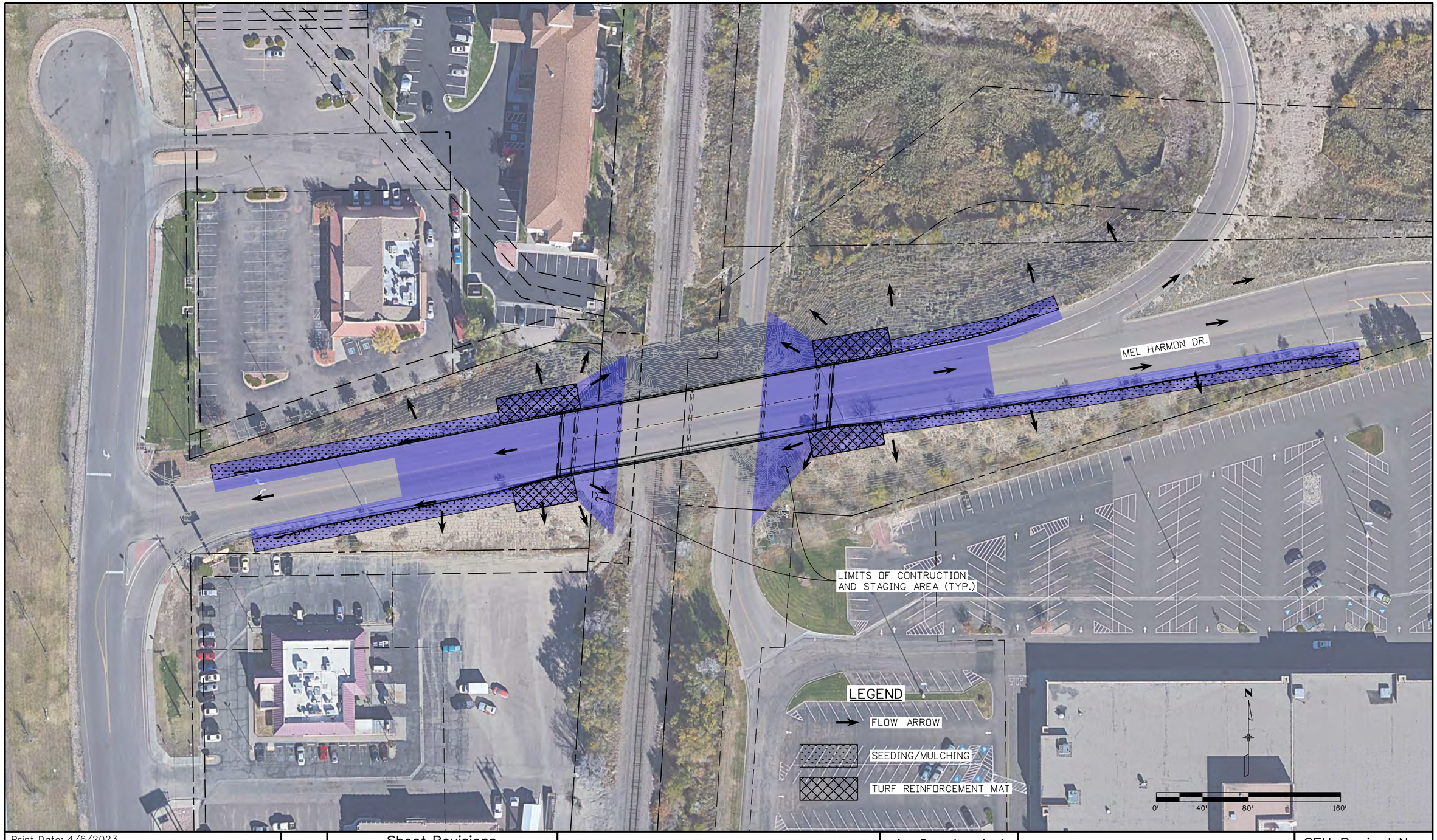
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EROSION CONTROL PLAN (INTERIM)

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: EC
Structure Numbers: -
Subset Sheets: 2 of 3

SEH Project No. 163784
-
Sheet Number 8



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File Name: 163784_Erosion Control.dgn	Date:	Comments	Init.
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Department of Public Works
211 East D Street
Pueblo, Colorado 81003

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Void:

EROSION CONTROL PLAN (FINAL)

Designer:	S.E. Kaye	Structure Numbers	-
Detailer:	D.W. Sundeen		
Sheet Subset:	EC	Subset Sheets:	3 of 3

SEH Project No.
163784
-
Sheet Number 9

1. SITE DESCRIPTION

The Contractor shall comply with all CDOT contractual requirements. The SWMP Administrator for Construction shall update to reflect current project site conditions.

A. PROJECT SITE LOCATION:
Location or address of construction office:
Project is located in Pueblo, Colorado, along the Mel Harmon Bridge between the intersections of Mel Harmon Drive and Frontage Road, and Mel Harmon Drive and Dillon Drive. The construction office is located TBD.

B. PROJECT SITE DESCRIPTION:
Mel Harmon Bridge will undergo rehabilitation. The design intent of this project is to repair damaged bridge elements to current code/standards and extend the service of the bridge.

C. PROPOSED SEQUENCING FOR MAJOR CONSTRUCTION ACTIVITIES:
Clearing and Grubbing, Excavation, Asphalt Removal, Grading, Paving, Striping.

D. ACRES OF DISTURBANCE:
1. Total area of construction site (LOC): 1.24 acres
2. Total area of proposed disturbance (LDA): 0.90 acres
3. Total area of seeding: 0.39 acres

E. EXISTING SOIL DATA:
Bankard Sand, 0 to 2 percent slopes, Frequently flooded
Glenberg-Haversid Complex, 0 to 2 percent slopes, Occasionally flooded
Limon Silty clay Loam, 0 to 2 percent slopes
Data Source(s): USDA Web Soil Survey

F. EXISTING VEGETATION, INCLUDING PERCENT OF VEGETATIVE COVER:
During design, the SWMP Administrator for Design in consultation with the Engineer will determine if the SWMP Administrator for Design or the SWMP Administrator for Construction will conduct the Vegetation Transects. If the site is disturbed, an Adequate Reference Site(s) may be utilized, refer to the permit.

Pre-Construction Date of survey: [XXX] Percent Existing Vegetative Cover: [XXX]
Description of existing vegetation: [XXX]
Method for determining percent vegetative cover:
[Recommend using CDOT Vegetative Transect Procedure; if not used, provide a copy of methodology and have SWMP Reviewer pre-approve.]
Include a map or table showing transect locations, photos documenting pre-Construction vegetative cover, and methodology used to determine existing vegetative cover to SWMP tab 17:
[Transect form is located on CDOT Landscape Architecture website]
https://www.codot.gov/programs/environmental/landscape-architecture

Post-Construction Date of survey: _____ Percent Vegetative Cover: _____
Description of vegetation:
The method used to determine pre-construction percent cover shall be used to determine post construction percent cover.
Include map or table showing transect locations, photos documenting post-Construction vegetative cover, and methodology used to determine existing vegetative cover to SWMP tab 17:
[Transect form is located on CDOT Landscape Architecture website]
https://www.codot.gov/programs/environmental/landscape-architecture

2. STORMWATER MANAGEMENT CONTROLS FOR FIRST CONSTRUCTION ACTIVITIES

THE CONTRACTOR SHALL PERFORM THE FOLLOWING:

A. POTENTIAL POLLUTANT SOURCES
Refer to Potential Pollutant Sources in SWMP Section 4A. Evaluate, identify and describe all potential sources of pollutants at the site in accordance with subsection 107.25 and place any Control Measures required to contain potential pollutants.

B. OFFSITE DRAINAGE (RUN ON WATER):
Place Control Measures to address run-on water in accordance with subsection 208.03.

C. CONSTRUCTION DEWATERING:
Obtain a CDPS Dewatering Permit from CDPHE if conditions of their Low Risk Guidance for Discharges of Uncontaminated Groundwater to Land are not met; see subsections 107.02 and 107.25.

Refer to CDPHE Low Risk Discharge Guidance Document of Uncontaminated Groundwater to Land.
https://www.colorado.gov/pacific/sites/default/files/WQ%20LOW%20RISK%20GW.pdf

D. VEHICLE TRACKING CONTROL:
Control Measures shall be implemented in accordance with subsection 208.04.

E. PERIMETER CONTROL:
Perimeter control shall be established as the first item on the SWMP to prevent the potential for pollutants leaving the construction site boundaries, entering the stormwater drainage system, or discharging to state waters.
Perimeter control may consist of berms, silt fence, erosion logs, existing landforms, or other Control Measures as approved.

3. QUALIFIED STORMWATER MANAGERS:

A. SWMP ADMINISTRATOR FOR DESIGN:
Individual responsible for developing SWMP Plan Sheets and SWMP Site Maps during the design phase.
[Sections 207 and 212 require that topsoil testing and the topsoil amendment requirements be completed by the SWMP Administrator for Design, for additional information see the SWMP development tools on the Landscape Architecture Section website https://www.codot.gov/programs/environmental/landscape-architecture/207-and-212-psp-required-swmp-development-tools-1]

Name/Title	Contact Information [phone & email]	Certification #
James Hayson	719-423-7403 / jhayson@sehinc.com	N/A

B. SWMP ADMINISTRATOR FOR CONSTRUCTION:
(As defined in Section 208) The Contractor shall designate a SWMP Administrator for Construction. The SWMP Administrator for Construction shall become the operator for the SWMP cnd assume responsibility for all design changes to the SWMP implementation and maintenance in accordance to 208.03, the SWMP shall remain the property of CDOT. The SWMP Administrator for Construction shall be responsible for implementing, maintaining, and revising SWMP, including the title and contact information. The activities and responsibilities of the SWMP Administrator for Construction shall address all aspects of the project's SWMP. (Update the information below for each new SWMP Administrator for Construction) (Copy of TECS Certification must also be included in the SWMP.)

Name/Title	Contact Information (phone & email)	TECS Certification #	Start Date	Engineer Approval

C. PERMANENT STABILIZATION SUBJECT MATTER EXPERT: This qualified individual will be either a Regional Environmental Staff member, or an Independent Contractor Controller (Independent Assurance Program). This expert is a project team leader responsible for ensuring project adherence to requirements of the 207 and 212 Project Special Provisions as follows, and will be available for questions regarding permanent stabilization requirements.
[See the Construction Phase Inspection and Verification Checklist on the Landscape Architecture website for regional contacts to address revegetation questions

https://www.codot.gov/programs/environmental/landscape-architecture/assets/inspection-and-verification-checklist-for-roadside-revegetation_-111621_v3.pdf]

1. Review the Topsoil Management Plan and the Permanent Stabilization Site Maps.
2. Attend the Environmental Pre-construction Conference.
3. Coordinate the Site Pre-vegetation Conference.
4. Review and recommend approval of products.
5. Review and recommend approval of the Quantities Verification Prerequisite.
6. Attend the Partial Landscape Completion Walkthrough.
7. Attend the Final Landscape Completion Walkthrough.

Name/Title	Contact Information [phone & email]

4. DURING CONSTRUCTION

The SWMP should be considered a "living document" that is continuously reviewed and modified. During construction, the following items shall be added, updated, or amended as needed by the Contractor in accordance with Section 208

A. MATERIALS HANDLING AND SPILL PREVENTION:
prior to construction commencing the Contractor shall submit a Spill Prevention, Control and Countermeasure Plan, see subsection 208.06. Materials handling shall be in accordance with subsection 208.06.

B. OTHER CDPS PERMITS:
List applicable CDPS permits associated with the permitted site and activities.

C. STOCKPILE MANAGEMENT:
shall be done in accordance with subsections 107.25 and 208.07

D. CONCRETE WASHOUT:
Concrete wash out water or waste from field laboratories and paving equipment shall be contained in accordance with subsection 208.05.

E. SAW CUTTING:
shall be done in accordance with subsections 107.25, 208.04, 208.05

F. STREET SWEEPING:
shall be done in accordance with subsection 208.04

5. CONTROL MEASURE MAINTENANCE

Maintenance shall be in accordance with subsection 208.04 (f).

6. INTERIM AND PERMANENT STABILIZATION

The Contractor shall comply with all interim stabilization and permanent stabilization requirements in accordance with subsection 208.04(e).

A. SEEDING PLAN
Work with Region Environmental Specialist, Biologist, or Regional or Headquarter Landscape Architect to develop a project seed mix(es).
The following seed mix(es) and rates are for drill seeding method as shown on the Permanent Stabilization Site Maps shall be used:

COMMON NAME	BOTANICAL NAME	LBS. PLS PER ACRE
Blue grama	Boutelous gracillis v. Hachita	1
Buffalo grass	Boutelous dactyloides	4
Galleta	Pleuraphis jamesii v. Viva	4
Western wheatgrass	Pascopyrum smithii v. Arriba	4
Green needle grass	Nassella Virdula v. Lordom	2.5
Side-oats grama	Boutelous curtipendula	1.5
Indian ricegrass	Achnatherum hymenoides v. Paloma	2
American vetch	Vicia Americana	4
Purple prairieclover	Dalea Purpurea v. Purpurea	1
Blue Flax	Linum Perenne v. Appar	2
*Cover/Nurse Crop Oats or	Avena sativa (Spring)	3
TOTAL		

B. SEEDING APPLICATION:
The following seeding methods shall be used for all areas which are not surfaced and as shown on the Permanent Stabilization Site Maps. Soil compaction shall be minimized for areas where permanent stabilization will be achieved through vegetative cover.

Pay Item	Seeding Method (subsection 212.05)	Acre
212-00708	Seeding (Native) Broadcast	0.39

The Contractor shall provide the location of where seed is stored and access to stored seed locations to the Engineer. Seed stored by the Contractor for longer than 30 days will be rejected.

C. MULCHING APPLICATION:
Apply a minimum of 2 tons/ac of certified weed free hay or 2 1/2 tons/ac of certified weed free straw per acre and in accordance with Section 213, and mechanically crimp it into the soil in combination with an organic mulch tackifier.
Prior to winter shutdown or the summer seeding window closure: Uncompleted slopes shall be mulched with 2 tons of mulching (weed free) per acre, mechanically crimped into the topsoil in combination with an organic mulch tackifier in accordance with Sections 208 and 213.

D. SPECIAL REQUIREMENTS:
Soil amendments, seedbed preparation, and permanent stabilization mulching shall be accomplished within four working days of placing the topsoil on the de-compacted civil subgrades. If placed topsoil is not mulched with permanent stabilization mulch within four working days, the Contractor shall complete interim stabilization methods in accordance with subsection 208.04(e) at no additional cost to the Department. Permanent stabilization mulching shall be accomplished within 24 hours of hydraulic application of native seed.
The Contractor shall submit a proposed Permanent Stabilization Phasing Plan to the Engineer for approval showing how the SWMP Permanent Stabilization Plans will be implemented to minimize damage to seeded areas.

E. SOIL AMENDMENT REQUIREMENTS:
Minimum amendment material requirements for all disturbances to

0.39 Total Acres of Seeding (Native) Broadcast With Topsoil Generated From Topsoil (Onsite)

Seeding (Native) Broadcast Pay Item 212-00708	Pay Item	Description	Amount/Acre	Units	Total For This Method
	212-00700	Organic Fertilizer High cr Low N		Pounds	
	212-00701	Compost (Mechanically Applied)		CY	
	212-00703	Humate		Pounds	
	212-00704	Mycorrhizae		Pounds	
	212-00705	Elemental Sulfur		Pounds	

F. SOIL RETENTION COVERING:
On slopes and ditches requiring a blanket or turf reinforcement mat (trm), the blanket/trm shall be placed in lieu of mulch and mulch tackifier and placed after seeding (native). See SWMP Site Map for blanket/trm locations.

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Template Revised: 2.25.2022

STORMWATER MANAGEMENT PLAN

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: SWMP
Structure Numbers: -
Subset Sheets: 2 of 8

SEH Project No. 163784
-
Sheet Number 11

G. PERMANENT STABILIZATION APPLICATION UNDER STRUCTURES:
Under structures shade patterns should be considered and the use of Median Cover Material (Stone) or other stabilized options with an approved Project Special Provision should be used. See SWMP Site Map for locations.

7. PRIOR TO PROJECT FINAL ACCEPTANCE

1. When directed by the Engineer, removal and disposal of temporary control measures shall be included in the cost of work.
2. At the end of the project, all ditch checks shall consist of either temporary erosion logs (or equivalent) or permanent riprap.
3. Refer to Specification 208.10 for Items to be completed prior to requesting partial acceptance of water quality work

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Revised:
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Template Revised 2.25.2022

STORMWATER MANAGEMENT PLAN

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: SWMP
Structure Numbers: -
Subset Sheets: 3 of 8

SEH Project No. 163784
-
Sheet Number 12

8. NARRATIVES:

[Below are the CDOT narratives covered in CDOT's Standard Specifications and M Standard Plans. Proposed non-standard control measures during design should be added to the matrix. Place an X in the column for M-208 Standard or "X" for Non-Standard and provide a narrative. The narrative shall include what, when, where and why the control measure is being used. Also place an X in the appropriate implementation column(s)] [During design place a "B" in the Initial Activities Column for any control measures that should be installed before construction activity starts.]

Control Measure Matrixes During Construction:

1. Control measure narratives have been included for the CDOT Standard Specifications and Standard Plan M-208 and M-216 along with any non-standard control measures approved during the design process. If a Non-Standard Control Measure not included in the SWMP is proposed and approved by the Engineer the SWMP Administrator for Construction shall do the following: Place an "X" in the column for non-standard and complete a Non-Standard Control Measure Specification and Narrative covering the what, when, where and why the control measure is being used shall be add to the SWMP. The appropriate "X" shall also be added to the implementation phase(s).
2. The SWMP Administrator for Construction shall place an "X" in the column In Use On Site when the control measure has been installed.
3. A "B" in the Initial Activities Column indicates that the control measure shall be installed **before** construction activity starts. Locations and quantities will be discussed during the Environmental Pre-Construction Conference with the Regional Water Pollution Control Manager.

STRUCTURAL Control Measures that may be potentially used on the project for erosion and sediment control; practices may include, but are not limited to:

APPLICATION, CONTROL MEASURE	NARRATIVE	M- 208 STANDARD or "X" for NON-STANDARD	IN USE ON SITE	CONTROL MEASURE IMPLEMENTATION PHASE		
				INITIAL ACTIVITIES	INTERIM ACTIVITIES	PERMANENT STABILIZATION
PROTECTION OF EXISTING WETLANDS Fence (plastic) and erosion logs	Fence (plastic) shall be placed in combination with erosion logs to prevent encroachment of construction traffic and sediment into state waters prior to start of construction disturbances. Fence (plastic) shall be placed adjacent to the wetlands; erosion logs shall be placed between the plastic fence and disturbance area. Logs shall be placed to direct flows away from or filter water running into wetlands from disturbance areas.			B	X	
PROTECTION OF EXISTING TREES/LANDSCAPING Fence (plastic)	Fence (plastic) shall be used in areas indicated in the plans to prevent encroachment of construction traffic and sediment for the protection of mature trees and/or existing landscaping prior to start of construction disturbances.			B	X	
CHECK DAM/DITCH CHECK Erosion log, silt berm, silt dike, rock check dam	Placed in ditches immediately upon completion of ditch grading to reduce velocity of runoff in ditch. For existing ditches, place prior to start of construction disturbances.	M-208		X	X	
Storm Drain Inlet Protection In Paved Roadways (Type 1, 2 and 3 as shown on M-208-1, sheet 5 of 11)	Manufactured storm drain inlet protection placed prior to construction disturbances as detailed in M-208-1, to protect existing inlets or immediately upon completion of new inlets to prevent sediment from entering the inlet throughout construction.	M-208		X	X	X
Storm Drain Inlet Protection In Native Seed Areas (M-604 Standard Inlets Type C and D)	Erosion logs or aggregate bags placed around inlet grate to prevent sediment from entering inlet. Place prior to construction disturbances to protect existing inlets or immediately upon completion of new inlets.	M-208		B or X		
CULVERT INLET/OUTLET PROTECTION Erosion logs, aggregate bags	Placed at mouth of culvert inlets and over top of culvert at inlet and outlet where disturbance may be occurring adjacent to pipe to prevent sediment laden water from entering pipe or drainage. Place prior to start of construction disturbances.	M-208		B or X	X	X
TYPE C, TYPE D AND TYPE 13 PROTECTION Erosion logs, aggregate bags, erosion bales	Placed around inlet grate or slope and ditch paving to prevent sediment from entering inlet. Place prior to start of construction disturbances.	M-208		B or X	X	X
STOCKPILE PROTECTION Temporary berm, erosion logs, aggregate bags*	Placed within specified distance, in accordance with subsection 208.06, from toe to contain sediment around stockpile. *Aggregate bags are easily moved and replaced for access during the work day. Place prior to start of stockpile, increase control as stockpile increases size.	M-208			X	
TOE OF FILL PROTECTION Erosion logs, temporary berm, silt fence, topsoil windrow*	Place prior to slope/embankment work to capture sediment and protect and delinecte undisturbed areas. *Can be used to stockpile topsoil for salvage.	M-208		X	X	
PERIMETER CONTROL Erosion logs, silt fence, temporary berm, topsoil windrow*	Placed prior to construction commencing to address potential run-on water from off site, and to divert around disturbed area. *Can be used to stockpile topsoil for salvage.	M-208		X	X	
SLOPE CONTROL Silt fence, erosion logs	Placed on the contour of a slope to contain and slow down construction runoff. Place prior to start of construction disturbances.	M-208		X	X	

APPLICATION, CONTROL MEASURE	NARRATIVE	M- 208 STANDARD or "X" for NON-STANDARD	IN USE ON SITE	CONTROL MEASURE IMPLEMENTATION PHASE		
				INITIAL ACTIVITIES	INTERIM ACTIVITIES	PERMANENT STABILIZATION
TEMPORARY SEDIMENT TRAP	Used to capture sediment laden runoff from disturbed areas < 5 acres during construction. Place prior to start of construction disturbances. Outlets that withdraw water from or near the surface may be installed when discharging from basins and impoundments.	M-208		X	X	
TEMPORARY SLOPE DRAIN	Placed as a conduit or chute to drain runoff down slope and to prevent erosion of slope.	M-208			X	X
OUTLET PROTECTION Riprap, or approved other	Material placed as energy dissipater to prevent erosion at outlet structure.	M-601-12			X	X
CONCRETE WASHOUT In-ground or fabricated	Construction control, used for waste management of concrete and concrete equipment cleaning. Place prior to start of concrete activities.	M-208		X	X	
VEHICLE TRACKING PAD	Source control, placed to prevent tracking of sediment from disturbed area to offsite surface. Place prior to start of construction disturbances.	M-208		X	X	
Engineered SEDIMENT BASIN	Constructed early in project, prior to storm sewer/ditches and in accordance with 208.05(p) to capture storm flow. Outlet structure and/or outfall shall be modified for temporary sediment control using an approved non-standard detail. Outlets that withdraw water from or near the surface shall be installed when discharging from basins and impoundments, unless infeasible			X	X	
DEWATERING (Contractor is responsible for obtaining a permit from Colorado Department of Health and Environment.)	Shall be done in such a manner to prevent potential pollutants from entering state waters.			X	X	
TEMPORARY STREAM CROSSING	Constructed over stream or drainage to prevent discharge of pollutants from construction equipment into water.			X	X	
CLEAN WATER DIVERSION	Placed to divert clean surface or ground water around disturbance area to prevent it from mixing with construction runoff.			X	X	
OTHER						

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Unit Information Unit Leader Initials

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Sheet Revisions

Date:	Comments	Init.

City of Pueblo
Department of Public Works
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Pueblo, Colorado 81003

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Template Revised: 2.28.2022

STORMWATER MANAGEMENT PLAN

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: SWMP
Structure Numbers: -
Subset Sheets: 5 of 8

SEH Project No. 163784
-
Sheet Number 14

NON-STRUCTURAL Control Measures that may be potentially used on the project for erosion and sediment control; practices may include, but are not limited to:
Erosion control devices are used to limit the amount of soil loss on site. Sediment control devices are designed to capture sediment on the project site.

APPLICATION, CONTROL MEASURE	NARRATIVE	M-STANDARD or "For NON-STANDARD	IN USE ON SITE	CONTROL MEASURE IMPLEMENTATION PHASE		
				INITIAL ACTIVITY	INTERIM ACTIVITIES	PERMANENT STABILIZATION
VEGETATIVE BUFFER STRIP	Finishing component for filtering sediment-laden runoff from disturbance area. Area within CDOT ROW or temporary easement to be identified on SWMP prior to construction starting.			X	X	X
GRADING APPLICATIONS (LANDFORM)	Existing or created landforms may be used as a control measure if they prevent sediment from entering or leaving the disturbance area. If a landform directs flow of water to a concentrated outfall point, the outfall point shall be protected to prevent erosion. Area to be identified on SWMP prior to construction starting.	M-208		X	X	
TOPSOIL MANAGEMENT STOCKPILE/SALVAGE Stockpile	Prior to any site disturbance work commencing, existing topsoil shall be scraped to a depth four inches or as specified, and placed in stockpiles or windrows. Upon completion of final grading, topsoil shall be evenly distributed over embankment to a depth of four inches or as specified.	M-208		X	X	X
SURFACE ROUGHENING / GRADING TECHNIQUES	Temporary stabilization of disturbance and to minimize wind and erosion.				X	
SEEDING (TEMPORARY)	Temporary stabilization used for over wintering of disturbance or used to control erosion for areas scheduled for future construction.				X	
BONDED FIBER MATRIX or MULCHING (HYDRAULIC)	Not to be used in areas of concentrated flows, i.e. ditch lines. To be for either Interim or Permanent Stabilization placed as a surface cover for erosion control. May be used as surface cover when work is temporarily halted and as approved by the Engineer for stockpiles.				X	
Straw or Hay MULCH/MULCH TACKIFIER	Interim or Permanent Stabilization placed as a surface cover for erosion control and or seeding establishment. To be installed as Interim Stabilization as a surface cover when work is temporarily halted and as approved by the Engineer				X	X
SPRAY-ON MULCH BLANKET (Not to be used in areas of concentrated flows, i.e. ditch lines.)	Interim or Permanent Stabilization placed as a surface cover for erosion control and or seeding establishment. To be installed as temporary surface cover when work is temporarily halted and as approved by the Engineer				X	X
SEEDING PERMANENT (NATIVE)	Permanent Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas.					X
SOIL RETENTION BLANKET (SRB)	Permanent Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas.	M-216			X	X
TURF REINFORCEMENT MAT (TRM)	Permanent Stabilization of disturbance and to reduce runoff and control erosion on disturbed areas. Placed in channels or on slopes for erosion control, channel liner and seeding establishment.	M-216				X
Sweeping	Source control, used to remove sediment tracked onto paved surfaces and to prevent sediment from entering drainage system. Sweep daily and at the end of the construction shift as needed. Kick brooms shall not be permitted.			X	X	X
OTHER						

9. TABULATION OF STORMWATER QUANTITIES

1. Control Measure sediment removal and disposal shall be paid for as: 208 Removal and Disposal of Sediment (Equipment) and 208 Removal and Disposal of Sediment (Labor). All other control measure maintenance shall be included in the cost of the control measure.

2. It is estimated that [XXX] hours of blading (140-250 horsepower), dozing (130-250 horsepower) and/or combination loader (80-125 horsepower) may be required for miscellaneous erosion control work as directed by the Engineer. Work shall be paid for as: [Select appropriate pay item, delete references to others] 203 Blading, 203 Dozing and/or 203 Combination Loader]

[W in the PSP Spec. Column refers to Project Special Provision Worksheets that are available on this website https://www.codot.gov/business/designsupport/cdot-construction-specifications/2019-construction-specifications/project-special-provision-work-sheets?b_start:int=20]

PSP Spec.	Pay Item	Description	Pay Unit	Initial Const.	Interim Const.	Permanent Stabilization	*Total Quantity
	202-04002	Clean Culvert	Each				
	203-01500	Blading	Hour				
	203-01550	Dozing	Hour				
	203-01594	Combination Loader	Hour				
	207-00700	Topsoil (Onsite)	CY			210	
	207-00706	Seeding Media	CY				
	207-00702	Topsoil (Offsite)	CY				
	207-00703	Topsoil (wetland)	CY				
	207-00704	Subgrade Soil Preparation	SY				
	208-00001	Silt Dike	LF				
	208-00004	Silt Berm	LF				
	208-00012	Erosion Log Type 1 (9 inch)	LF				
	208-00002	Erosion Log Type 1 (12 inch)	LF				
	208-00013	Erosion Log Type 1 (20 Inch)	LF				
	208-00007	Erosion Log Type 2 (8 Inch)	LF				
	208-00008	Erosion Log Type 2 (12 Inch)	LF	2050	2050		
	208-00009	Erosion Log Type 2 (18 Inch)	LF				
	208-00011	Erosion Bales (Weed Free)	Each				
	208-00015	Sand Bag	LF				
	208-00030	Sediment Basin	Each				
	208-00020	Silt Fence	LF	1920	1920		
	208-00021	Silt Fence (Reinforced)	LF				
	208-00022	Erosion Log Type 3 (9 Inch)	LF				
	208-00023	Erosion Log Type 3 (12 Inch)	LF				
	208-00024	Erosion Log Type 3 (20 Inch)	LF				
	208-00025	**Plastic Sheeting**	**SY**				
	208-00026	**Coir Roll**	**LF**				

PSP Spec.	Pay Item	Description	Pay Unit	Initial Const.	Interim Const.	Permanent Stabilization	*Total Quantity
	208-00033	Sediment Trap	Each				
	208-00035	Aggregate Bag	LF	120	120		
	208-00041	Rock Check Dam	Each				
	208-00045	Concrete Washout Structure	Each		1		
	208-00046	Pre-fabricated Concrete Washout Structure (Type 1)	Each				
	208-00146	Pre-fabricated Concrete Washout Structure (Type 2)	Each				
	208-00051	Storm Drain Inlet Protection (Type I)	LF	28	28		
	208-00052	Storm Drain Inlet Protection (Type II)	LF				
	208-00053	Storm Drain Inlet Protection (Type I)(84 Inch)	Each				
	208-00054	Storm Drain Inlet Protection (Type II)	Each				
	208-00055	Rigid Inlet Protection Device	Each				
	208-00056	Storm Drain Inlet Protection (Type III)	Each				
	208-00057	Storm Drain Inlet Protection (Type I)(144 Inch)	Each				
	208-00058	Storm Drain Inlet Protection (Type I)(204 Inch)	Each				
	208-00060	Temporary Slope Drains	LF				
	208-00070	Vehicle Tracking Pad	Each				
	208-00071	**Maintenance Aggregate (Vehicle Tracking Pad)	CY				
	208-00075	Pre-fabricated Vehicle Tracking Pad	Each				
	208-00103	Removal and Disposal of Sediment (Labor)	Hour				
	208-00105	Removal and Disposal of Sediment (Equipment)	Hour				
	208-00106	Sweeping (Sediment Removal)	Hour	12	12		
	208-00107	Removal of Trash	Hour				
	208-00207	***Erosion Control Management (ECM)	Day				
	208-00300	Temporary Berm	LF				
	208-0521	Temporary Stream Crossing	LS				
	208-00301	Temporary Diversion	LF				
	211-0001	Dewatering	LS				

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STORMWATER MANAGEMENT PLAN

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: SWMP
Structure Numbers: -
Subset Sheets: 7 of 8

SEH Project No. 163784 -

Sheet Number 16

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PSP Spec.	Pay Item	Description	Pay Unit	Initial Const.	Interim Const.	Permanent Stabilization	*Total Quantity
	212-00700	Organic Fertilizer	Pounds				
	212-00701	Compost (Mechanically Applied)-	CY				
	212-00702	Biotic Soil Amendments (Hydraulic Applied)	Pounds				
	212-00703	Humate	Pounds				
	212-00704	Mycorrhizae	Pounds				
	212-00705	Elemental Sulfur	Pounds				
	212-00706	Seeding (Native) Drill	Acre				
	212-00707	Seeding (Native) Hydraulic	Acre				
	212-00708	Seeding (Native) Broadcast	Acre			0.39	
	212-00709	Seeding (Wetland) Drill	Acre				
	212-00710	Seeding (Wetland) Hydraulic	Acre				
	212-00711	Seeding (Wetland) Broadcast	Acre				
	212-00009	Seeding (Temporary)	Acre				
	213-00002	Mulching (Weed Free Hay)	Acre				
	213-00003	Mulching (Weed Free)	Acre				
	213-00004	Mulching (Weed Free Straw)	Acre				
	213-00007	Mulching Wood Strand	Acre				
	213-00012	Spray-on Mulch Blanket	Acre				
	213-00013	Spray-on Mulch Blanket	LB				
	213-00020	Compost Blanket	SY				
	213-00061	Mulch Tackifier	LB				
	213-00150	Bonded Fiber Matrix	Acre				
	213-00151	Bonded Fiber Matrix	LB				
	214-00008	Extended Landscape Preservation	LS				
	216-00101	Soil Retention Blanket (Straw/Coconut) (Photodegradable Class 1)	SY				
	216-00111	Soil Retention Blanket (Excelsior) (Photodegradable Class 1)	SY				
	216-00122	Soil Retention Blanket (Coconut) (Photodegradable Class 2)	SY				
	216-00201	Soil Retention Blanket (Straw/Coconut) (Biodegradable Class 1)	SY				
	216-00211	Soil Retention Blanket (Excelsior) (Biodegradable Class 1)	SY				

PSP Spec.	Pay Item	Description	Pay Unit	Initial Const.	Interim Const.	Permanent Stabilization	*Total Quantity
	216-00222	Soil Retention Blanket (Coconut) (Biodegradable Class 2)	SY				
	216-00301	Turf Reinforcement Mat (Class1)	SY			620	
	216-00302	Turf Reinforcement Mat (Class 2)	SY				
	216-00303	Turf Reinforcement Mat (Class 3)	SY				
	217-00000	Herbicide Treatment	SY				
	217-00020	Herbicide Treatment	Hour				
	610-00050	Median Cover Material (Stone)	Ton				
	607-11525	Fence (Plastic)	LF				
	615-00152	Erosion Protector (Special)	LF				
	700-70380	F/A Erosion Control	FA				
	700-70310	F/A Landscaping	FA				

*It is anticipated that additional control measures and control measure quantities not shown on the SWMP Site Maps shall be required on the project for unforeseen conditions and replacement of items that are beyond their useful service life, see subsections 208.03 and 208.04. **Quantities for all control measures shown above are estimated, and have been increased for unforeseen conditions and normal control measure life expectancy.** Quantities shall be adjusted according to the conditions encountered in the field as directed and approved by the Engineer. Payment shall be for the actual work completed and material used.
**Pay Item 208-00071 is included for anticipated maintenance of vehicle tracking pads based on the service life of the control measure in the field. The use of the material shall be directed and approved by the Engineer.
*** Using Erosion Control Management Pay Item on the project must be approved by the Regional Environmental Staff and Engineer. See 208.11 for method of measurement for the day pay unit.
**** F/A refers to CDOT's Force Account Pay Items.

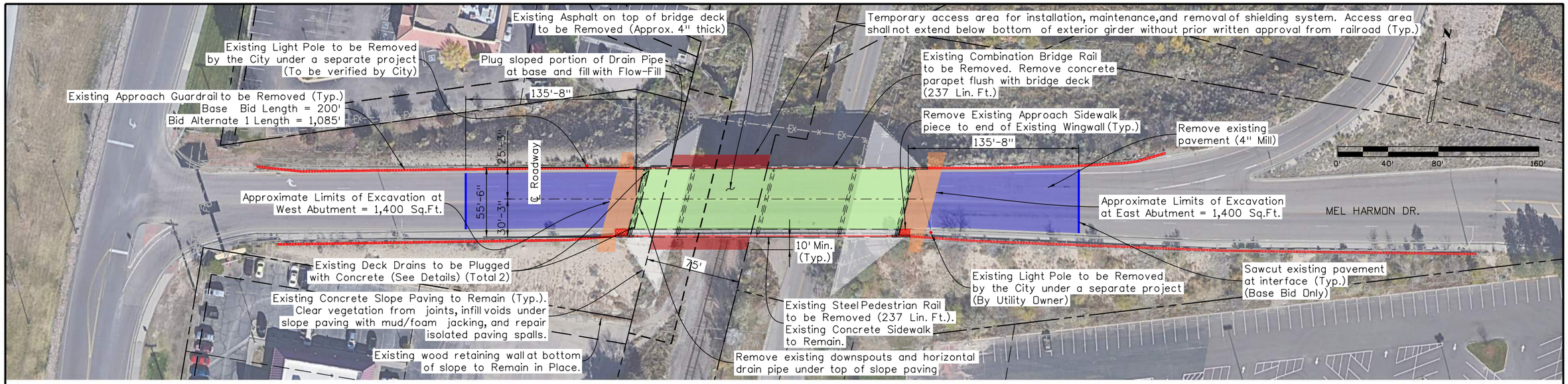
10. BIOLOGICAL IMPACTS and DEWATERING

A. ENVIRONMENTAL IMPACTS:
Wetland Impacts: NO
Stream Impacts: NO

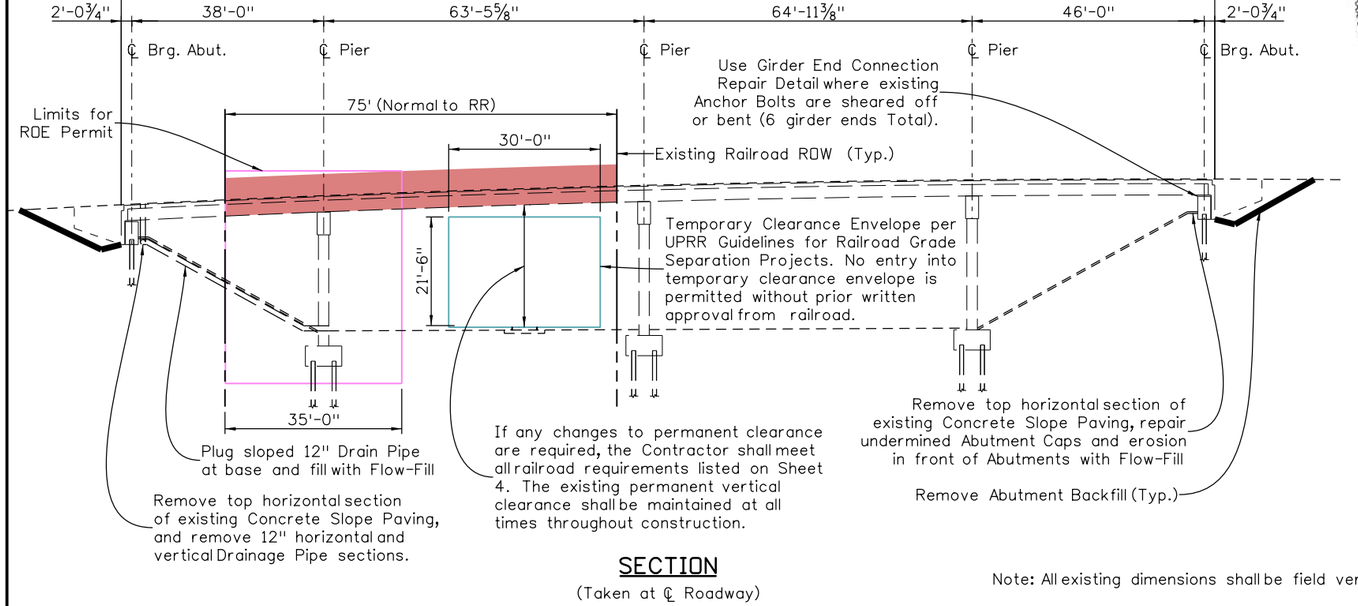
B. DEWATERING:
(Not covered under the CDPHE guidance document Low Risk Discharge Guidance Discharges of Uncontaminated Groundwater to Land):
https://www.colorado.gov/pacific/sites/default/files/WQ%20LOW%20RISK%20GW.pdf
Dewatering: Refer to other environmental permits in accordance with subsection 107.02 and the permits contained in Tab 16 of the SWMP.
If groundwater does not meet water quality standards for receiving water a separate CDPS Dewatering Permit shall be obtained by the Contractor from CDPHE in accordance with subsections 107.02 and 107.25.

11. NOTES

[Use of this section may include, but is not limited to, documenting assumptions made in cost estimating]

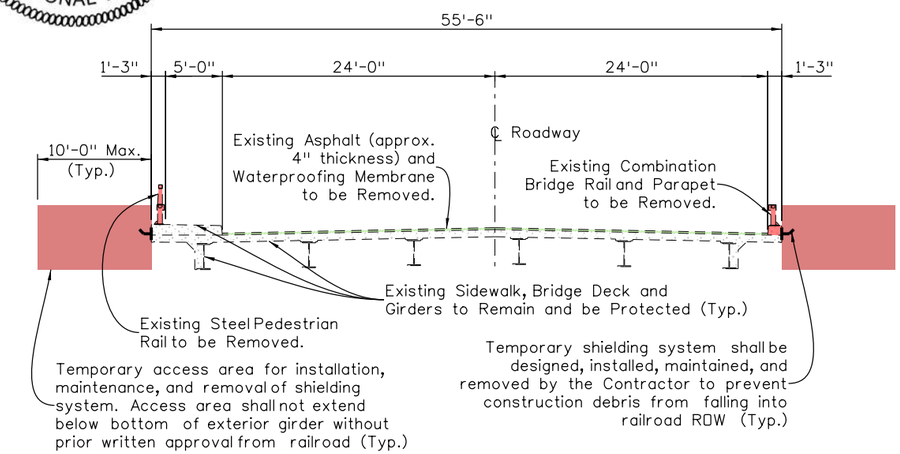


PLAN



SECTION

(Taken at ℄ Roadway)



TYPICAL SECTION

(Looking West)

Note: All existing dimensions shall be field verified by Contractor.

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STEPHEN EDWARD KAYE
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10/10/2024
PROFESSIONAL ENGINEER

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REMOVAL AND REPAIR PLAN

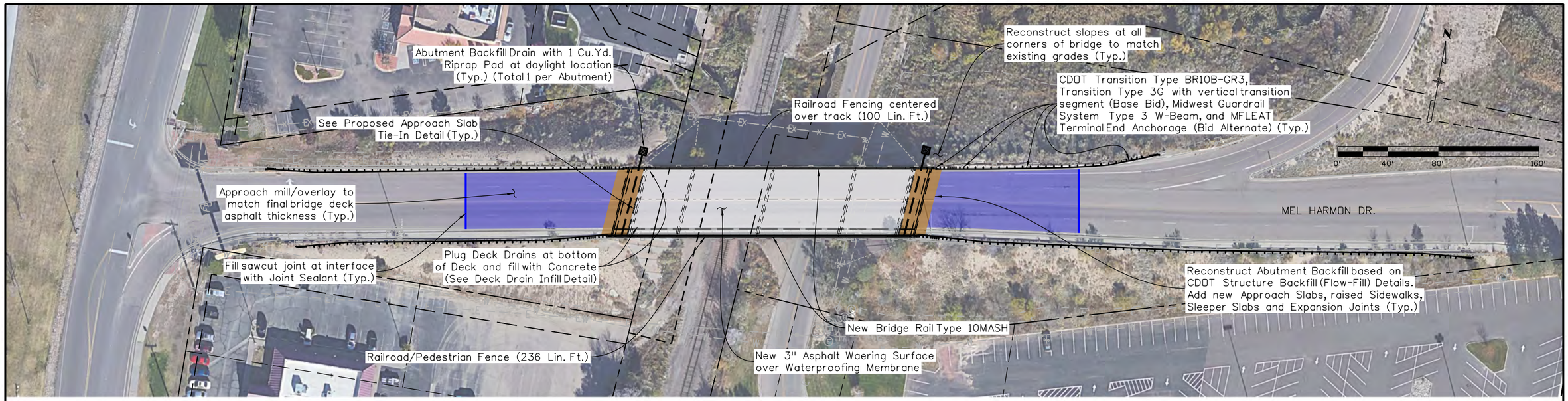
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Detailer:	D.W. Sundeen		
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SEH Project No. 163784

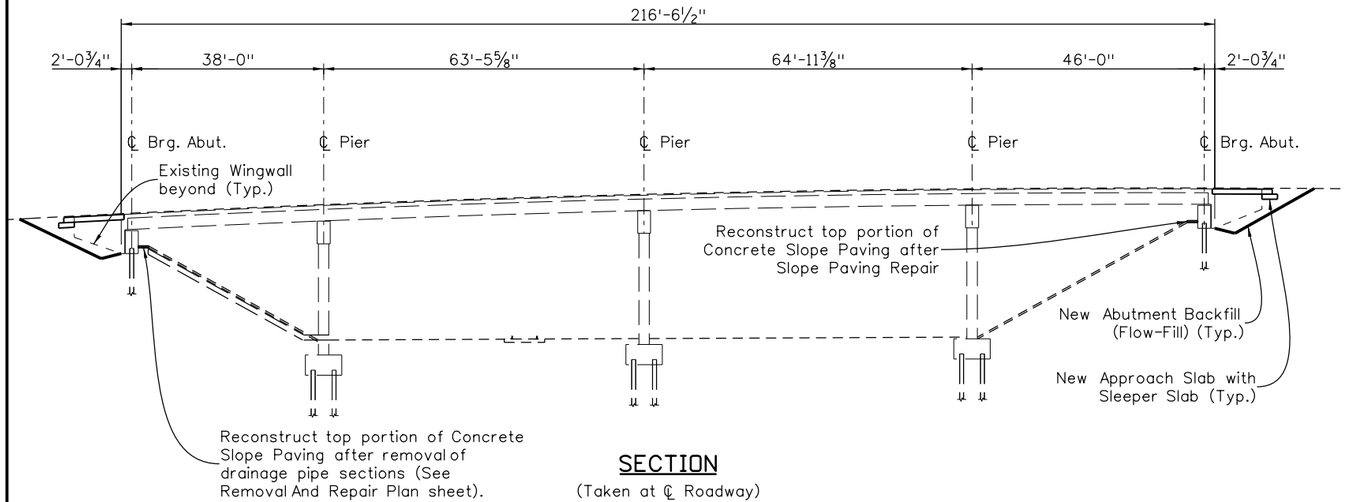
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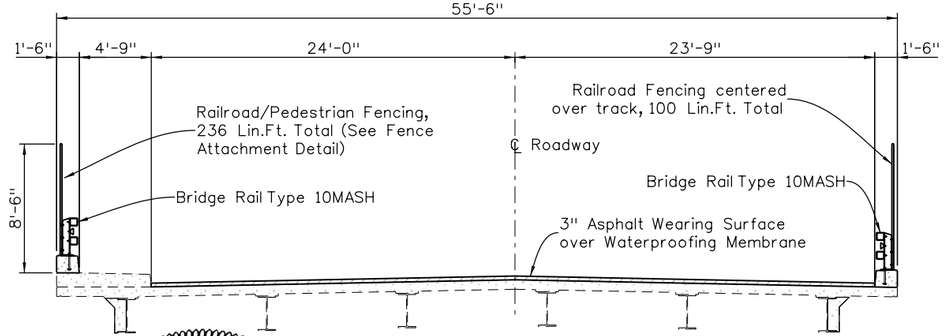


PLAN



SECTION

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08/21/24
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TYPICAL SECTION

(Looking West)

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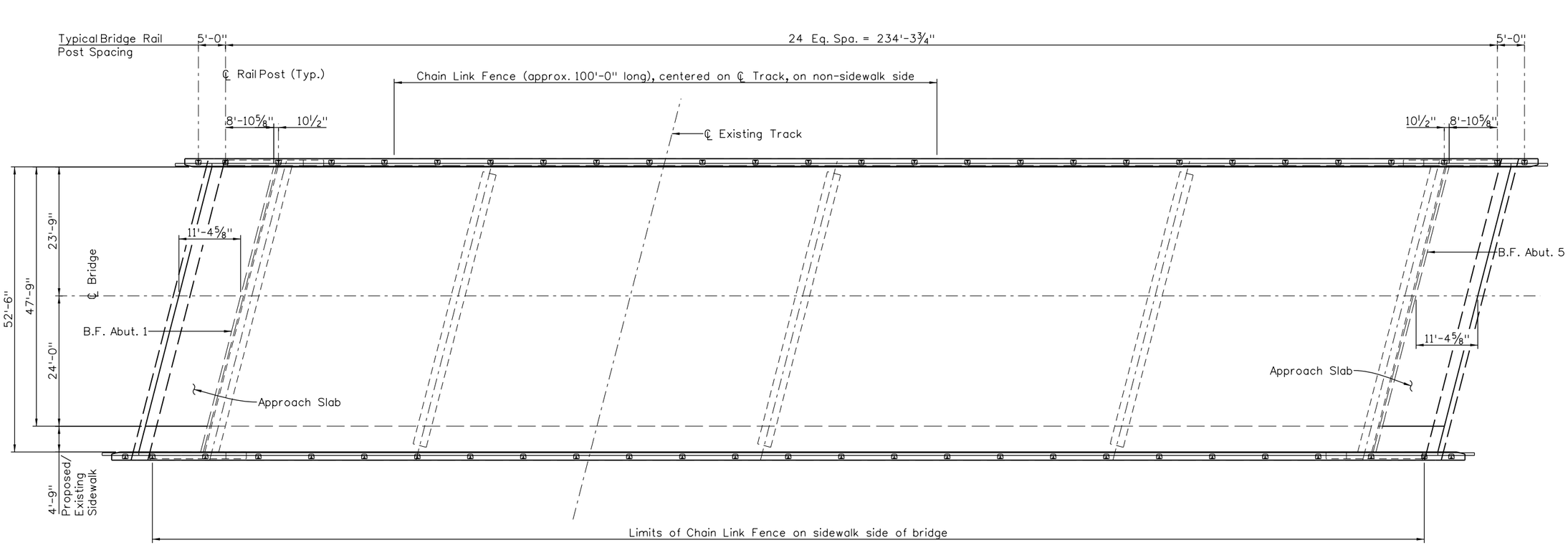
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CONSTRUCTION PLAN

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CONSTRUCTION LAYOUT

Note: Adjust proposed Bridge Rail Post spacing to avoid existing post locations.

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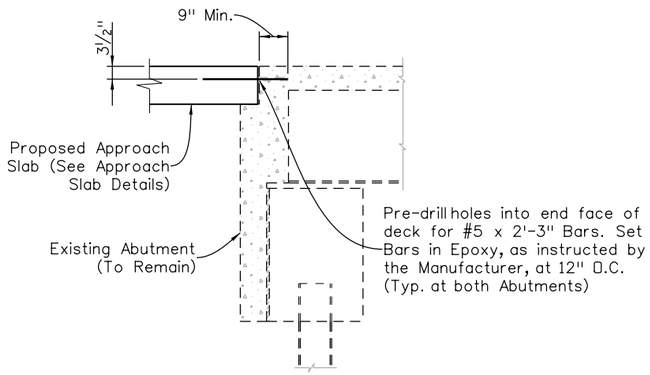
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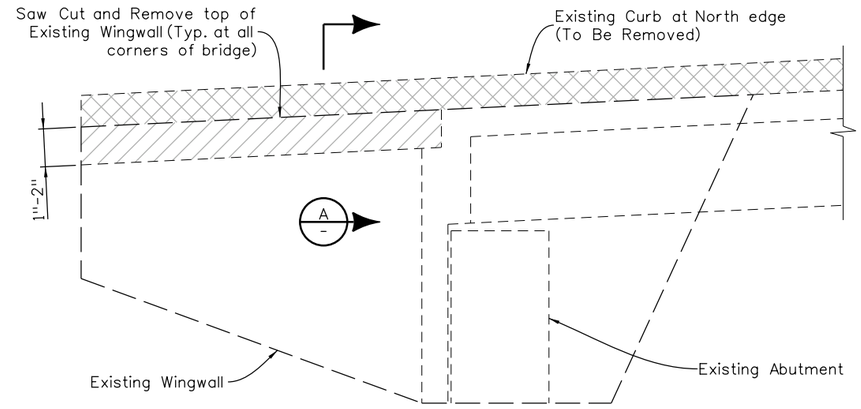
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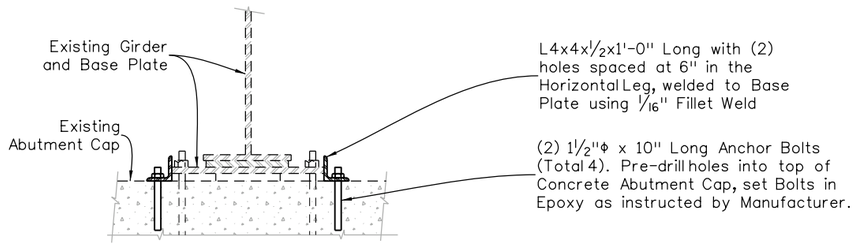


APPROACH SLAB TIE-IN DETAIL

Note: Existing rebar shall be located prior to drilling. No existing rebar shall be damaged during drilling. Any rebar damaged shall be repaired by Contractor at no additional cost to the project.

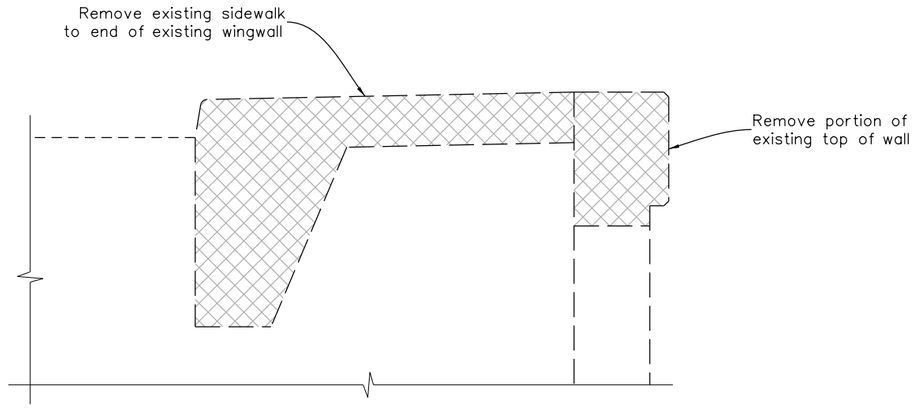


EXISTING WINGWALL MODIFICATION DETAIL



GIRDER END CONNECTION REPAIR DETAIL

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PROFESSIONAL ENGINEER



SECTION A

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MISCELLANEOUS DETAILS

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Detailer:	D.W. Sundeen		
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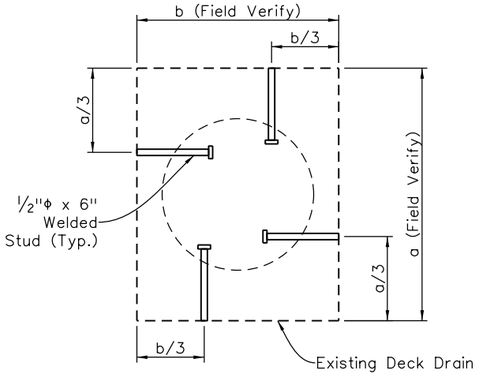
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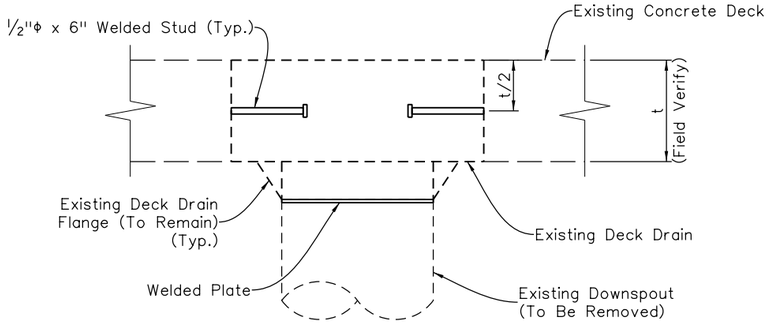
NORTH DRAIN



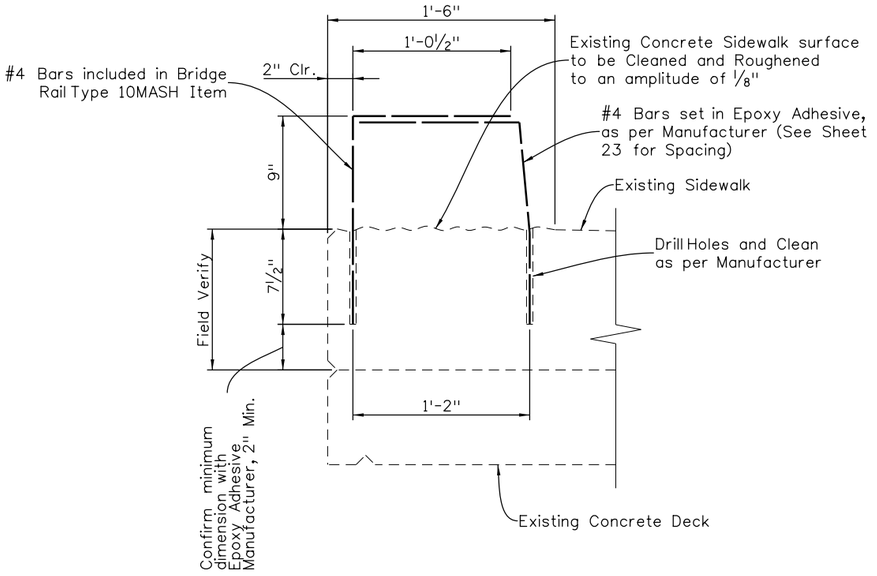
SOUTH DRAIN



PLAN



ELEVATION



SOUTH SIDE - LOOKING WEST

DECK DRAIN INFILL DETAILS

NOTES:

1.) Remove and dispose grate cover and downspout pipe.

2.) Clean inside and underneath the drain from debris and corrosion.

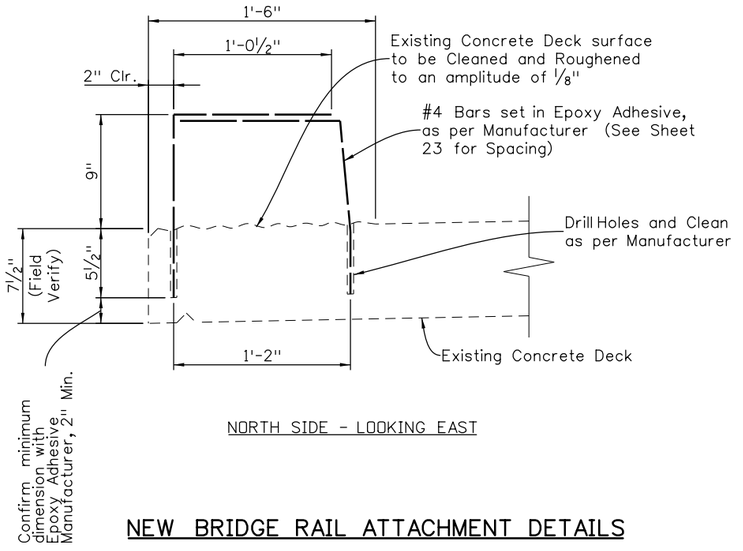
3.) Weld studs to the drain walls, (4) per drain, dimensions as shown.

4.) Plug the drain at flange with welded plate.

5.) Place Class D Concrete in existing drain void level with top of concrete deck.

6.) Clean and paint bottom surface of the remaining portion of drain and the new plate.





NORTH SIDE - LOOKING EAST

NEW BRIDGE RAIL ATTACHMENT DETAILS

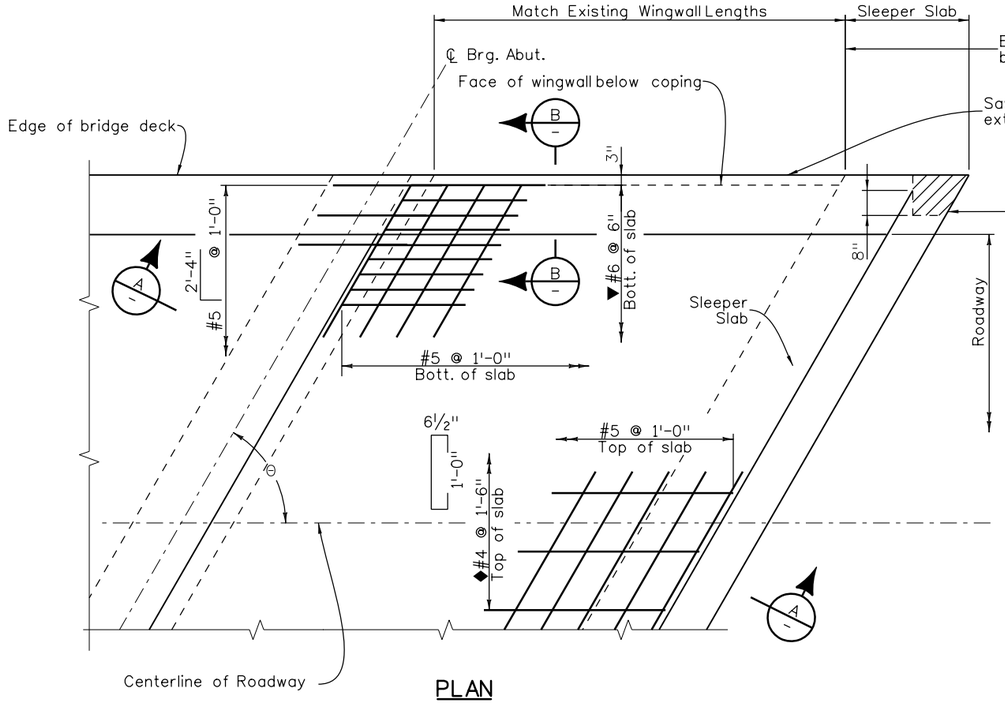
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Unit Information Unit Leader Initials					Void:	Sheet Number 22
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801						

City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

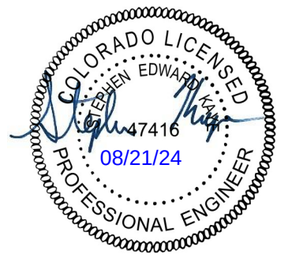
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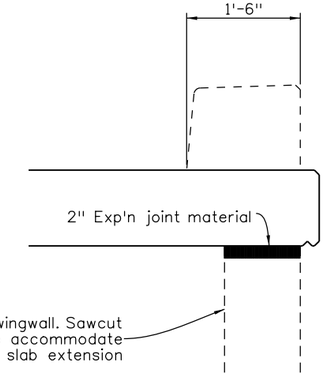
Designer: S.E. Kaye | Structure Numbers: -
Detailer: D.W. Sundeen
Sheet Subset: BRIDGE | Subset Sheets: 5 of 12

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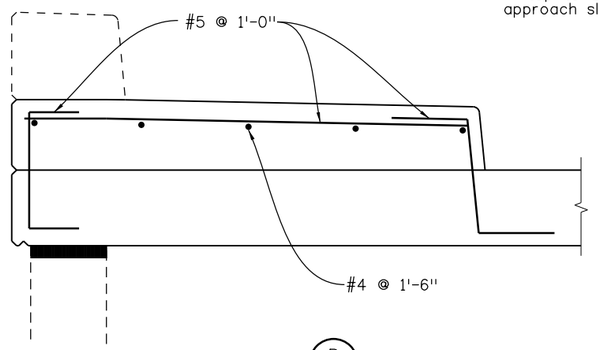
PLAN





SECTION B

North Side of Bridge



SECTION B

South Side of Bridge

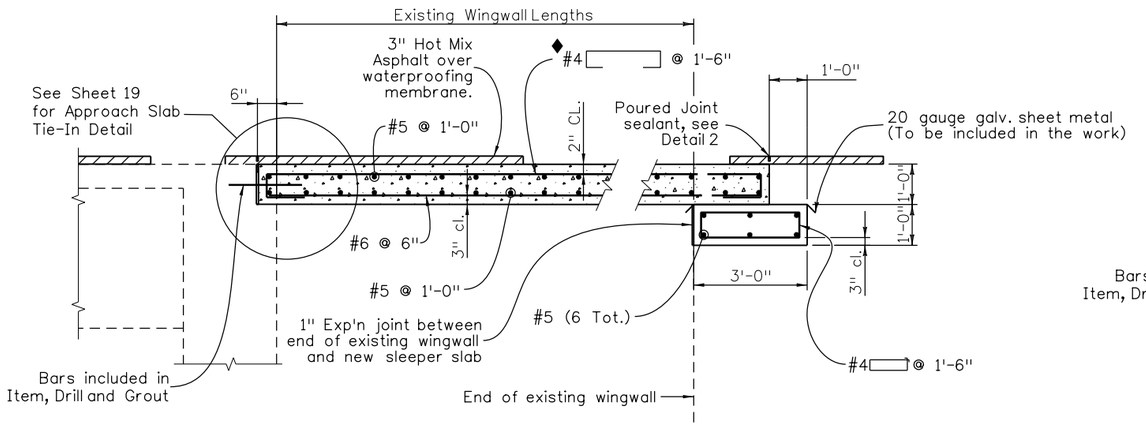
NOTES:

Concrete Class D (Bridge) shall be used for approach slabs.

Approach slab concrete shall be cured in accordance with the Specifications for Bridge Deck Concrete in Subsection 601.

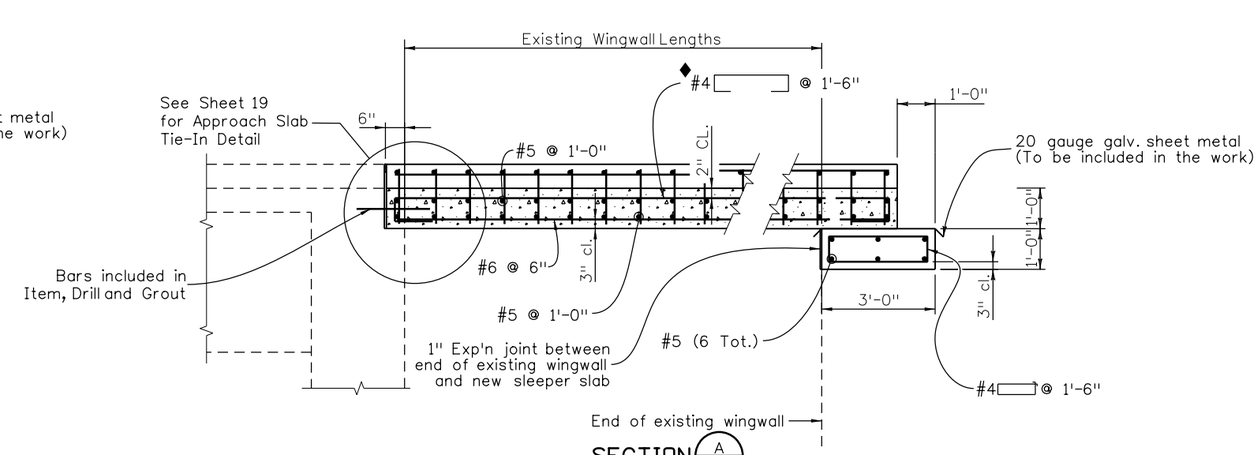
2" expansion joint material shall meet AASHTO Spec. M213.

Saw cut 2" deep of new HMA for ½" wide poured joint sealant. The poured joint shall be included in the work.



SECTION A

With asphalt roadway



SECTION A

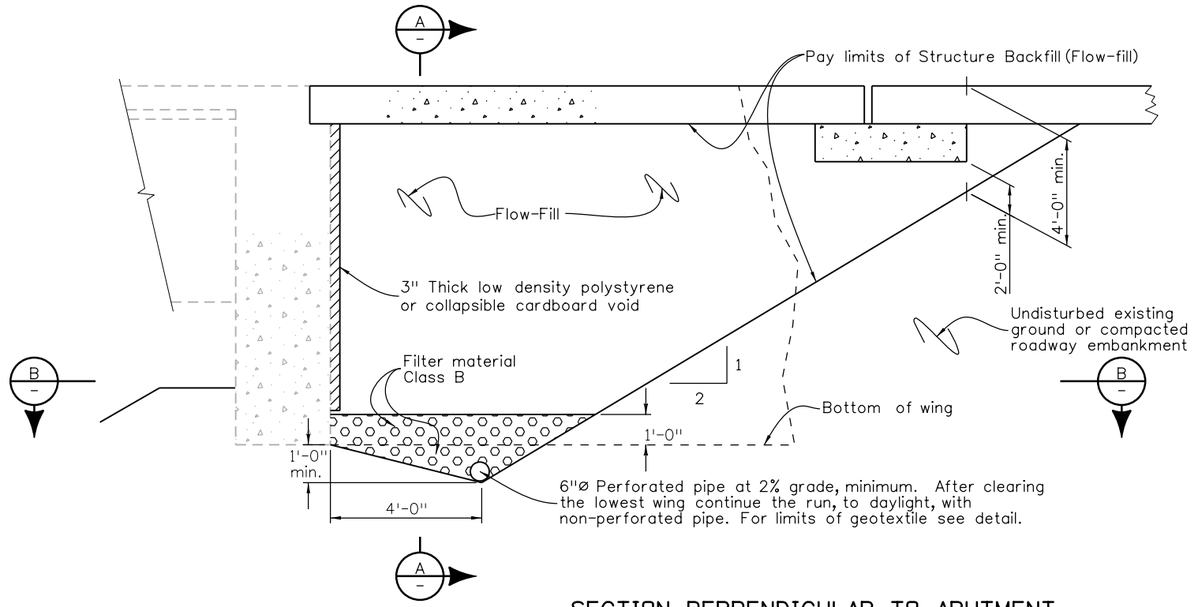
With sidewalk

Print Date: 6/27/2024		Sheet Revisions			
File Name: 163784_Approach Slab.dgn		Date:	Comments	Init.	
Horiz. Scale: 1:1 Vert. Scale: As Noted					
Unit Information Unit Leader Initials					
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801					

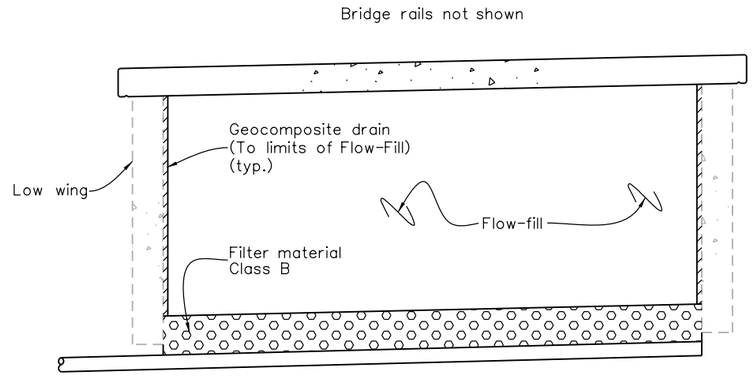
City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

As Constructed	APPROACH SLAB DETAILS			SEH Project No.
No Revisions:				163784
Revised:	Designer: S.E. Kaye	Structure Numbers	-	-
Void:	Detailer: D.W. Sundeen			
	Sheet Subset: BRIDGE	Subset Sheets: 6 of 12		Sheet Number 23

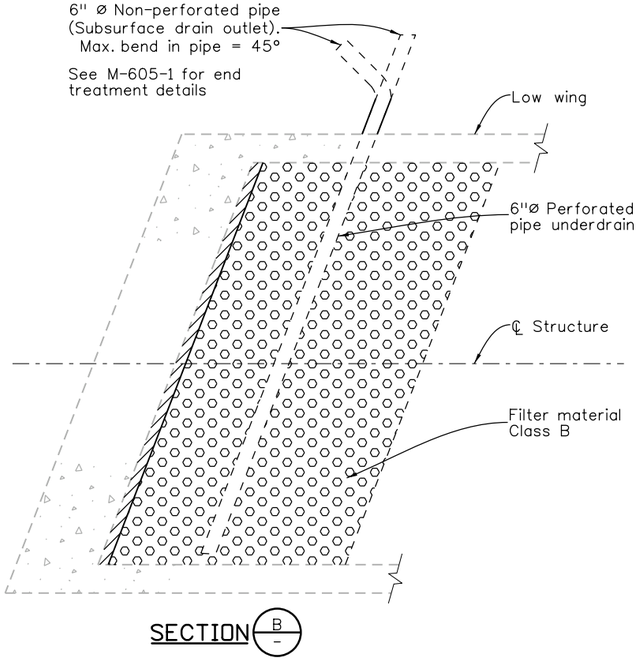
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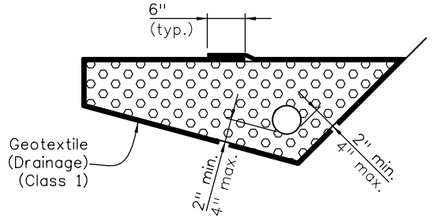
SECTION PERPENDICULAR TO ABUTMENT



SECTION A



SECTION B



6 INCH PERFORATED PIPE UNDERDRAIN

6 Inch Perforated Pipe Underdrain includes all Filter Material (Class B) and Geotextile (Drainage) (Class 1) surrounding the Filter Material (Class B)

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STEPHEN EDWARD KAYE
47416
08/21/24
PROFESSIONAL ENGINEER

NOTES:

The maximum lift thickness for Structure Backfill (Flow-Fill) shall be 3 feet. Additional layers shall not be placed until the Structure Backfill (Flow-Fill) has lost sufficient moisture to be walked on without indenting more than 2 inches.

Payment will be made under Item 206 Structure Backfill (Flow-Fill) and shall include the cost for polystyrene or cardboard void, Geocomposite Drain, 6 Inch Perforated Pipe Underdrain, and Subsurface Drain Outlet (6" nonperforated pipe).

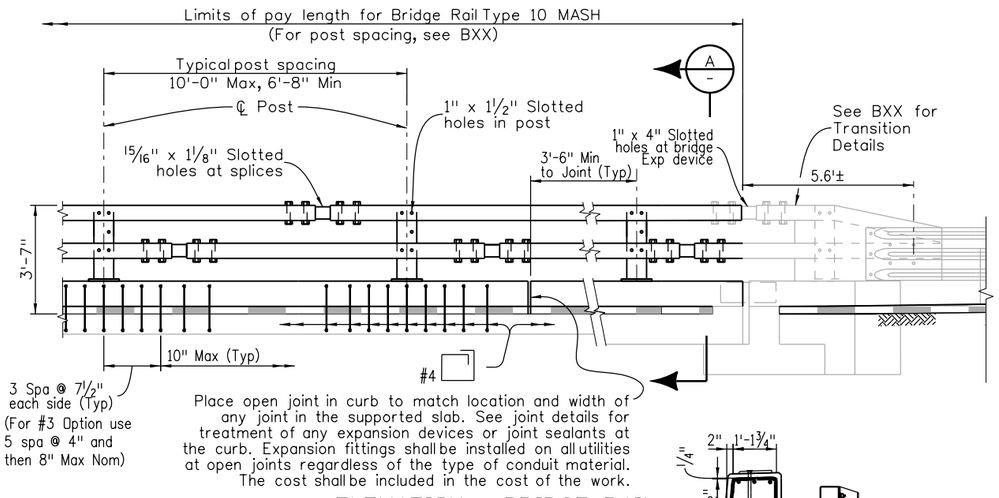
Installation of Pipe Underdrain, Subsurface Drain Outlet, and Geocomposite Drain will conform to the Construction requirements of Section 605.03, 605.06 and 605.04, respectively.

Print Date: 6/27/2024	Sheet Revisions			As Constructed	STRUCTURE BACKFILL (FLOW-FILL)
File Name: 163784_Backfill-Flowfill.dgn	Date:	Comments	Init.	No Revisions:	
Horiz. Scale: 1:1 Vert. Scale: As Noted				Revised:	Designer: S.E. Kaye
Unit Information Unit Leader Initials				Void:	Detailer: D.W. Sundeen
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801				City of Pueblo Department of Public Works 211 East D Street Pueblo, Colorado 81003	Sheet Subset: BRIDGE

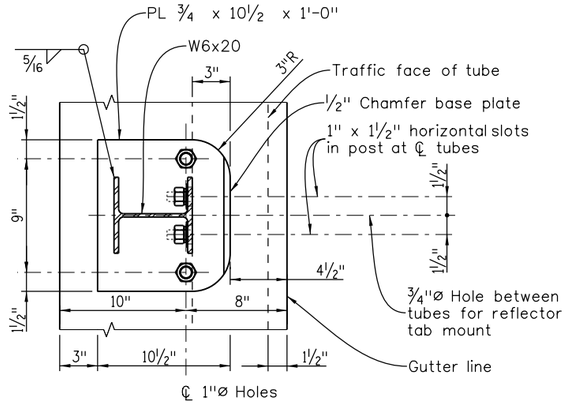
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SEH Project No.
163784
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Sheet Number 24

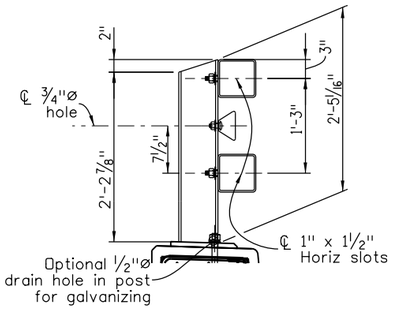
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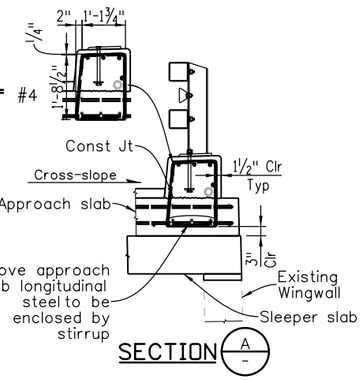
ELEVATION - BRIDGE RAIL



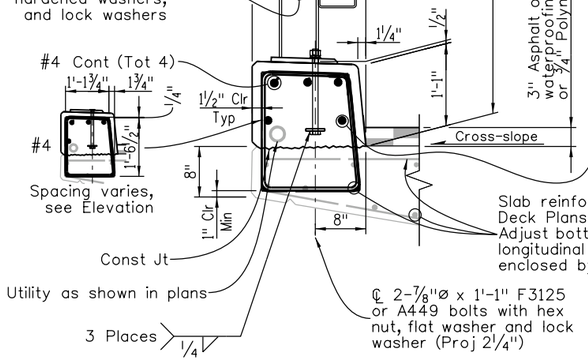
PLAN - POST DETAIL



POST ELEVATION

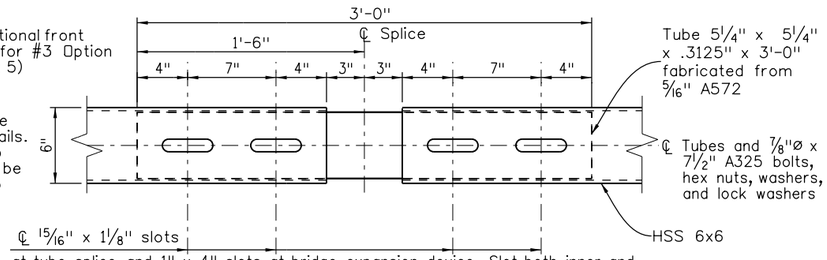


SECTION A-A



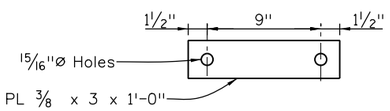
BRIDGE TYPICAL SECTION

Used when placed on concrete slab.
Bottom of stirrup parallel to top of deck steel.



at tube splice, and 1" x 4" slots at bridge expansion device. Slot both inner and outer tubes. Stagger top and bottom splices into different post spacings except at expansion joint, place at opposite ends of same post space except as shown in transitions. (Range of motion = 1'-0" at bridge expansion device.)

PLAN - TUBE SPLICE



ANCHOR DETAIL

FOR INFORMATION ONLY

DESCRIPTION	UNIT	PER LF
Concrete Sealer	SY	0.28
Structural Steel (Galvanized)	LB	49.6
Concrete Class D with Macrofiber	CY	0.059
Reinforcing Steel (High Performance) ▲	LB	8.7 (6.6 for #3 Option)

(For 8" Bridge Deck & 10-foot post spacing)

NOTES:

1. All tubes shall be ASTM A1085. All posts, base plates, and splice tubes fabricated by welding shall be ASTM A572 Grade 50. Post anchor, encased in concrete, shall be Grade 36 steel and need not be galvanized. All other steel shall be Grade 36 unless otherwise noted.
2. The above material and all anchor bolts and miscellaneous bolts, nuts, and washers shall be galvanized after fabrication in accordance with Section 509. Concrete, reinforcing steel, and structural steel elements shall conform to the requirements of Sections 601 & 606, 602, and 509, respectively unless otherwise noted. Concrete sealer shall conform to Section 515.
3. The tubes shall be shop bent or fabricated to fit horizontal curve when radius is less than 1,800 feet.
4. Tubes shall be continuous over not less than 2 posts, preferably 4 posts except at approach slab end joint. No welded butt splices will be allowed in the tube sections.
5. The centerline of the tube splice shall be 1'-8" minimum and 2'-6" maximum from the centerline of the posts.
6. All bolts that have lock washers shall be tightened to snug only.
7. Posts, curbs, and stirrups shall be perpendicular to the longitudinal roadway grade and cross slopes. For Bridge rail at sidewalks, all posts, curb, & stirrups shall be plumb.
8. One or more 10'-0" post spaces may be reduced (6'-8" Min) in order to maintain dimensions from the end of the rail and expansion joints or concrete buttresses.
9. The top and inside face of the rail curb shall receive a coating of Item 515, Concrete Sealer, either a silane/siloxane or a type compatible with the concrete coating or sealer/stain shown in the plans.
10. Payment will be made under item 606, Bridge Rail Type 10 MASH, for all posts, post anchors, base plates, anchor bolts, miscellaneous bolts, nuts, washers, tubes, tube expansion devices, tube splices, end plates, Concrete Class D with Macrofiber, reinforcing steel, concrete sealer, and reflector tabs.
11. Prior to fabrication of this item, an electronic PDF which complies with the requirements of section 105, shall be submitted to the Engineer for information only.
12. #3 reinforcing may be substituted for #4 reinforcing with the spacing and additional bars shown.

DESIGN DATA

Design: AASHTO MASH 2016 TL-5 with rail height of 42" (by calculation), AASHTO MASH 2016 TL-4 for overlay thickness over 1" and resulting in a height of the top of rail over pavement of 36" Min (by Professional Evaluation and Crash Testing).

Structural Steel:

AASHTO M270 Gr 36 (ASTM A709 Gr 36)	fy = 36 KSI
AASHTO M270 Gr 50 (ASTM A992/A572 Gr 50)	fy = 50 KSI
ASTM A1085	fy = 50 KSI
Concrete: Class D with Macrofiber	f'c = 4.5 KSI

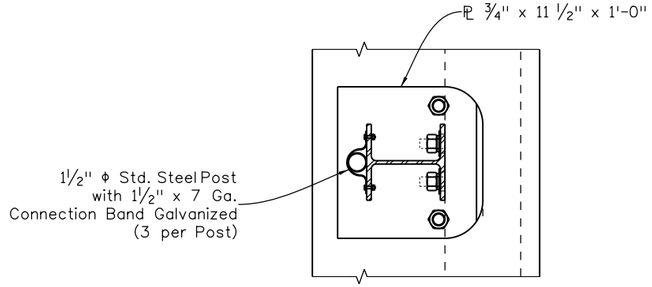
▲ Reinforcing Steel: **LONG LEAD ITEM**
Splice Length = 2'-5" for #4, 1'-10" for #3
All tie wire, chairs and supports shall be stainless steel or plastic coated.
All reinforcing bends shown shall use a 4D pin diameter.

Print Date: 6/27/2024	Sheet Revisions		
File Name: 163784_Bridge Rail-01.dgn	Date:	Comments	Init.
Horiz. Scale: 1:1 Vert. Scale: As Noted			
Unit Information Unit Leader Initials			
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801			

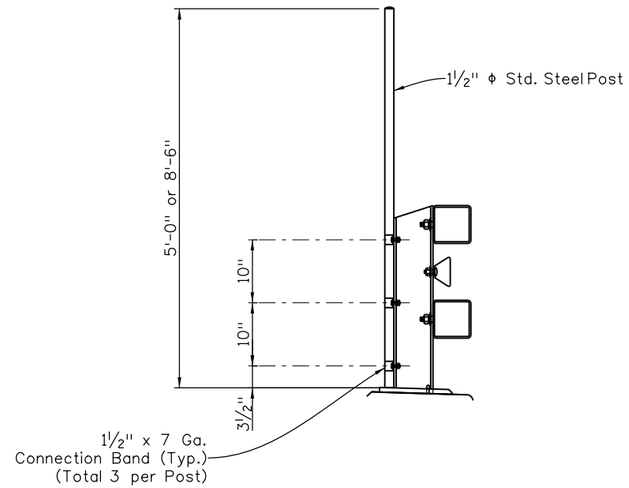
City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

As Constructed	MODIFIED BRIDGE RAIL TYPE 10MASH			SEH Project No.
No Revisions:				163784
Revised:	Designer: S.E. Kaye	Structure Numbers	-	-
Void:	Detailer: D.W. Sundeen			
	Sheet Subset: BRIDGE	Subset Sheets: 8 of 12		Sheet Number 25

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PLAN - POST DETAIL AT RAILROAD FENCE POSTS



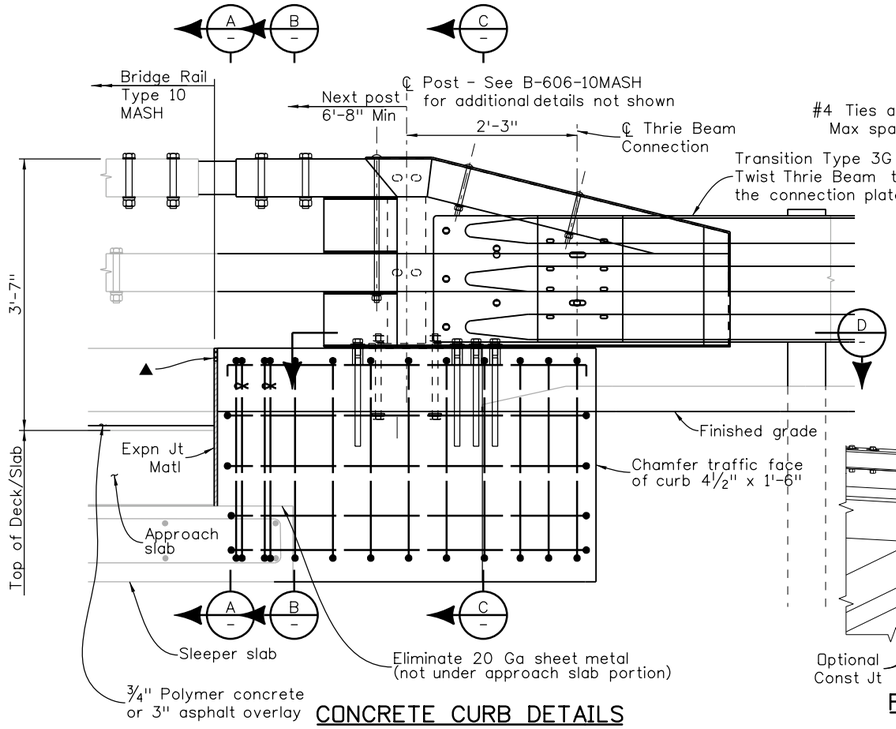
POST ELEVATION AT RAILROAD FENCE POSTS

See Sheet 23 for additional information on bridge post and ℄ ¾" x 11 ½" x 1'-0".

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STEPHEN EDWARD KAYE
47416
08/21/24
PROFESSIONAL ENGINEER

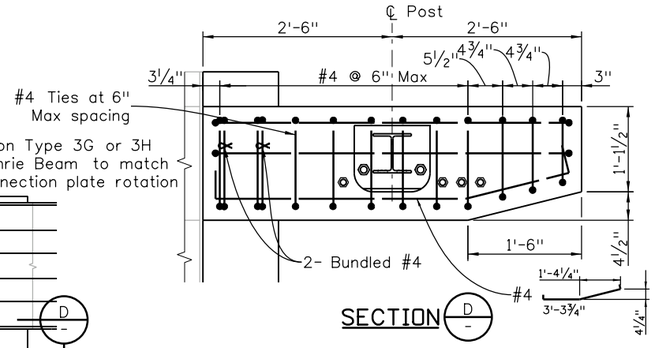
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File Name: 163784_Bridge Rail-02.dgn		Date:	Comments	Init.		No Revisions:		163784
Horiz. Scale: 1:1 Vert. Scale: As Noted						Revised:	Designer: S.E. Kaye / Structure Numbers: -	-
Unit Information Unit Leader Initials							Detailer: D.W. Sundeen	
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801						Void:	Sheet Subset: BRIDGE / Subset Sheets: 9 of 12	Sheet Number 26

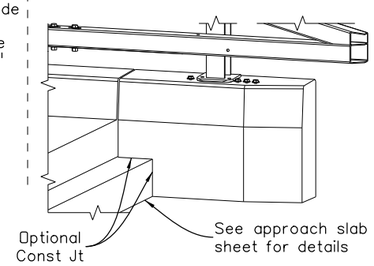


CONCRETE CURB DETAILS

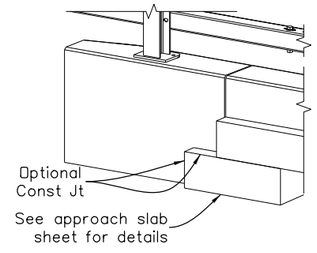
Note: Shaded linework is from other Pay Items



SECTION D



FRONT ISOMETRIC



BACK ISOMETRIC

NOTES:

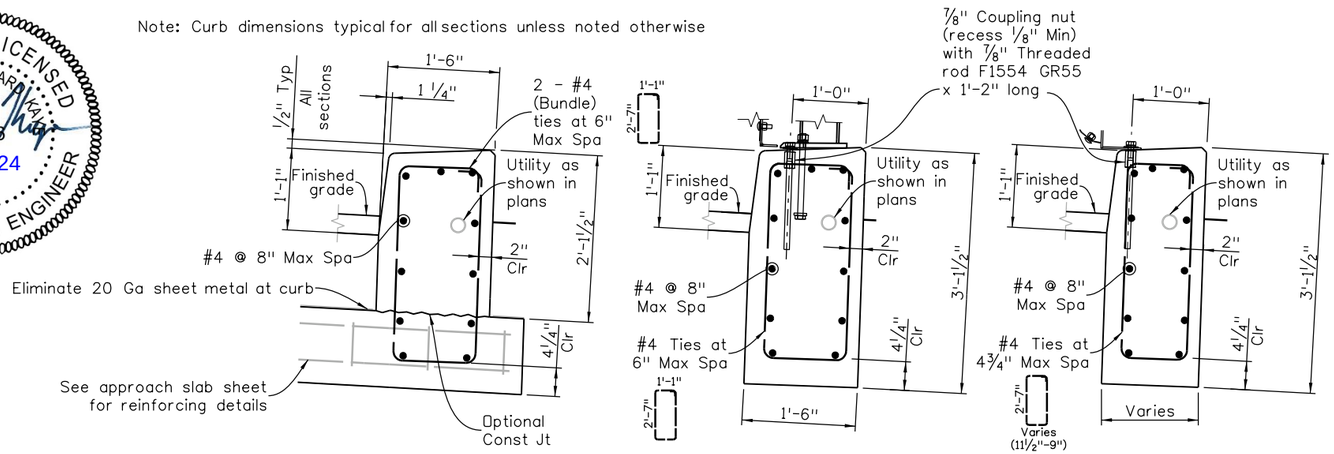
1. All tubes shall be ASTM A1085. All posts, base plates, and splice tubes fabricated by welding shall be ASTM A572 Grade 50. All other steel shall be Grade 36 unless otherwise noted.
2. The above material and all anchor bolts and miscellaneous bolts, nuts, and washers shall be galvanized after fabrication in accordance with Section 509. Concrete, reinforcing steel, and structural steel elements shall conform to the requirements of Sections 601 & 606, 602, and 509, respectively unless otherwise noted.
3. All bolts that have lock washers shall be tightened to snug only. All anchors shall be cast in place unless approved by Engineer.
4. The top and inside face of the rail shall receive a coating of Item 515, Concrete Sealer, compatible with the concrete coating or sealer/stain shown in the plans.
5. Payment will be made under item 606, Transition Type BR10M-GR3, for all anchor bolts, miscellaneous bolts, nuts, washers, tubes, tube expansion device, concrete (Class D with Macrofiber), reinforcing steel, and concrete sealer. The poured joint, expansion joint material, excavation and backfill will not be paid for separately, but shall be included in the work.
6. Prior to fabrication of this item, an electronic PDF which complies with the requirements of section 105, shall be submitted to the Engineer for information only.
7. All longitudinal reinforcement shall terminate with standard stirrup hooks as shown. Rotate or adjust reinforcing hooks to avoid interferences as required.
8. The Thrie Beam connection/post of Type 3G or 3H shall be adjusted or rotated to match the transition plate.
9. Posts, concrete curbs, and stirrups shall be perpendicular to the longitudinal roadway grade and cross slopes.

DESIGN DATA

Structural Steel:	
AASHTO M270 Gr 36 (ASTM A709 Gr 36)	fy = 36 KSI
AASHTO M270 Gr 50 (ASTM A992/A572 Gr 50)	fy = 50 KSI
ASTM A1085	fy = 50 KSI
Concrete: Class D with Macrofiber	f'c = 4.5 KSI
Reinforcing Steel: fy = 60 KSI Min	

All reinforcing bends shown shall use a 4D pin diameter.

Note: Curb dimensions typical for all sections unless noted otherwise



Note: Shaded Linework is from other Pay Items

SECTION A

SECTION B

SECTION C

INFORMATION ONLY

DESCRIPTION	UNIT	QUANTITY
Structural Steel (Galvanized)	LB	610
Concrete Sealer	SY	2.8
Concrete Class D with Macrofiber	CY	.8
Reinforcing Steel (Epoxy Coated)	LB	110

▲ 2" Deep poured joint filler, polysulfide or silicone sealant. Extend up to sidewalk and 6" up face of rail curb.

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PROFESSIONAL ENGINEER

Print Date: 8/21/2024
File Name: 163784_Bridge Rail-03.dgn
Horiz. Scale: 1:1 Vert. Scale: As Noted
Unit Information Unit Leader Initials

Short Elliott Hendrickson Inc.
Colorado Center Tower One
Suite 6000
2000 South Colorado Boulevard
Denver, CO 80222-7900
Tele. (720) 540-6800
(800) 490-4966
Fax (720) 540-6801

Sheet Revisions		
Date:	Comments	Init.

city of PUEBLO colorado
City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

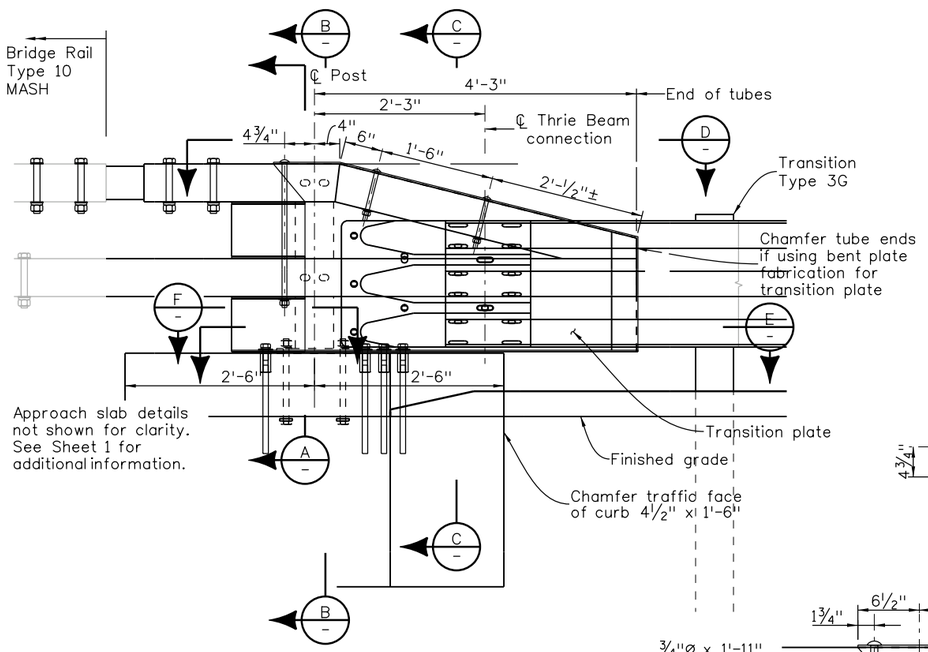
As Constructed
No Revisions:
Revised:
Void:

BRIDGE RAIL TYPE 10MASH

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: BRIDGE
Structure Numbers: -
Subset Sheets: 10 of 12

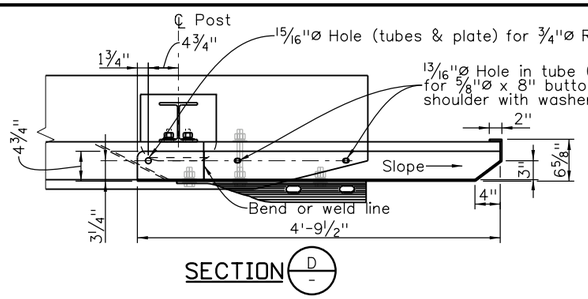
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Sheet Number 27

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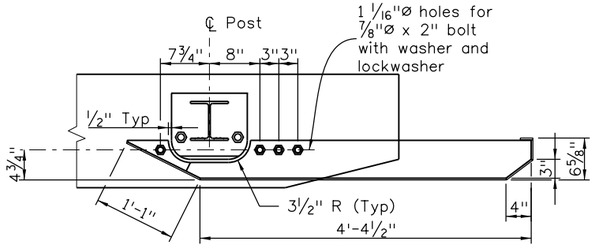


RAIL TUBE DETAILS

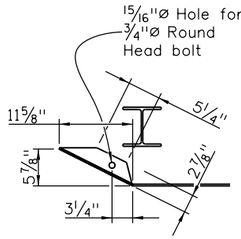
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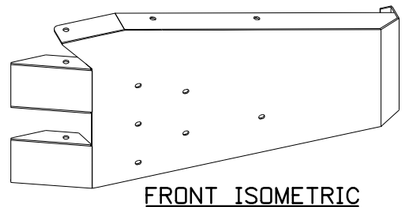
SECTION D



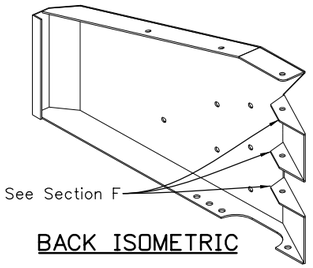
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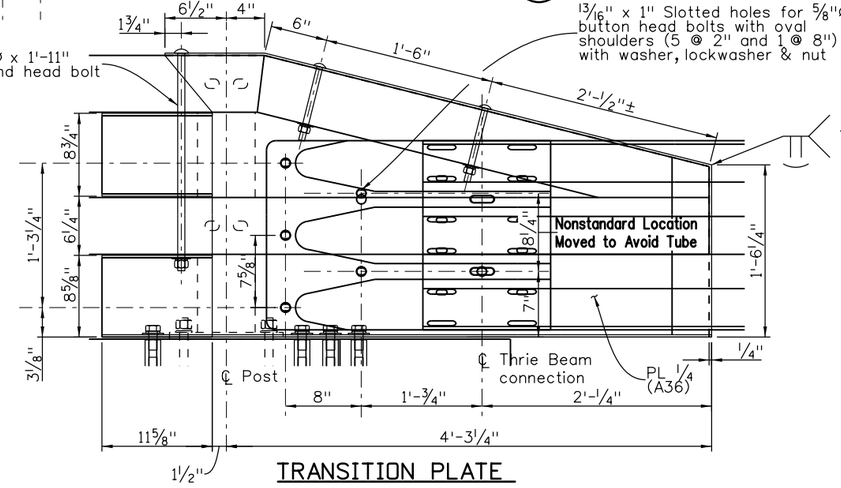
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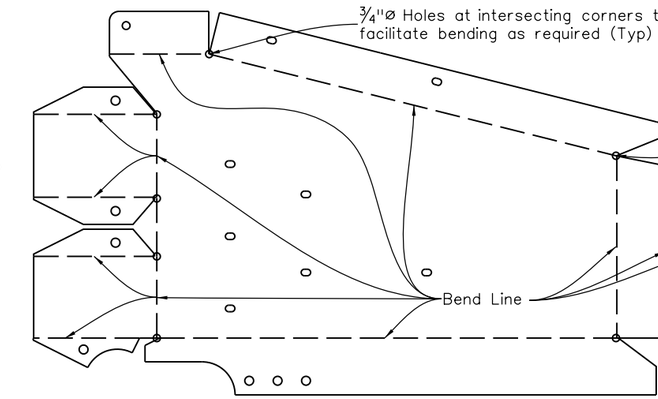
FRONT ISOMETRIC



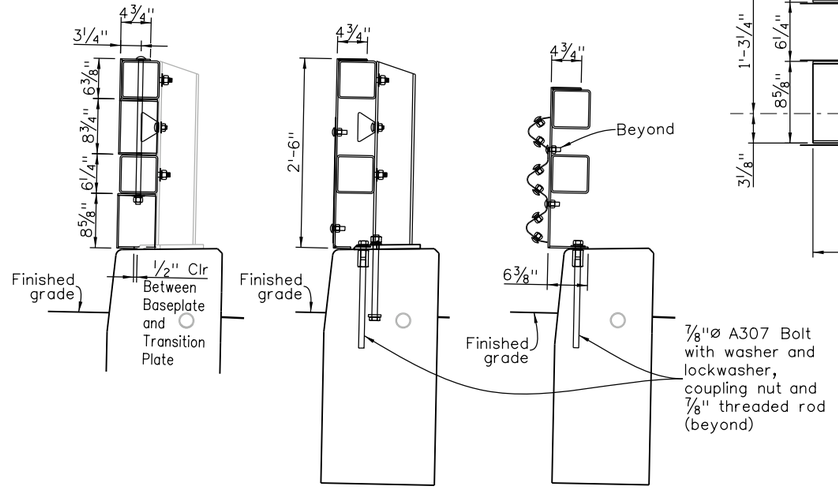
BACK ISOMETRIC



TRANSITION PLATE

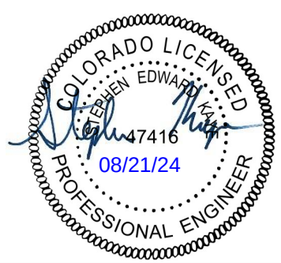


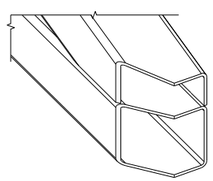
CONCEPTUAL BEND DIAGRAM



See Transition BR10M-GR3 Sheet 1 for Curb Details (Typ)

SECTION A SECTION B SECTION C





TUBE END ISOMETRIC

NOTES:

1. See BXX (B-606-10MASH A/A-S) for payment details and quantities.
2. Shaded Linework is from other Pay Items.
3. Transition Plate may be fabricated with bent plates and/or welded construction. All welds shall be square root with convex contouring.
4. Verify location of Cover Plate holes based on supplied Thrie Beam Terminal Section (Connector).

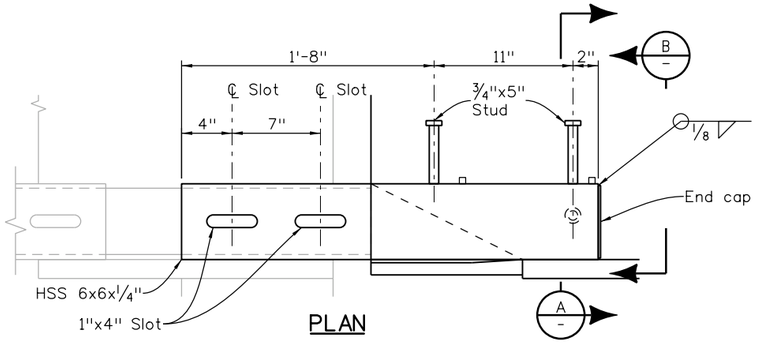
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Horiz. Scale: 1:1 Vert. Scale: As Noted			
Unit Information Unit Leader Initials			
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801			

city of PUEBLO colorado

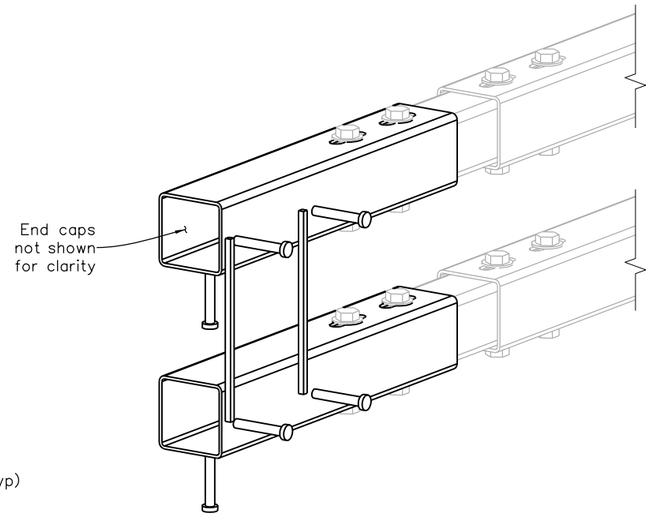
City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

As Constructed	BRIDGE RAIL TYPE 10MASH			SEH Project No.
No Revisions:				163784
Revised:	Designer: S.E. Kaye	Structure Numbers	-	-
Void:	Detailer: D.W. Sundeen			
	Sheet Subset: BRIDGE	Subset Sheets: 11 of 12		Sheet Number 28

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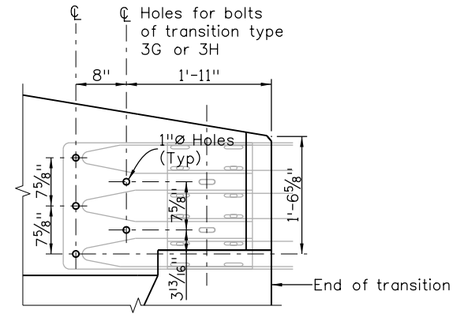
PLAN



ISOMETRIC VIEW

NOTES:

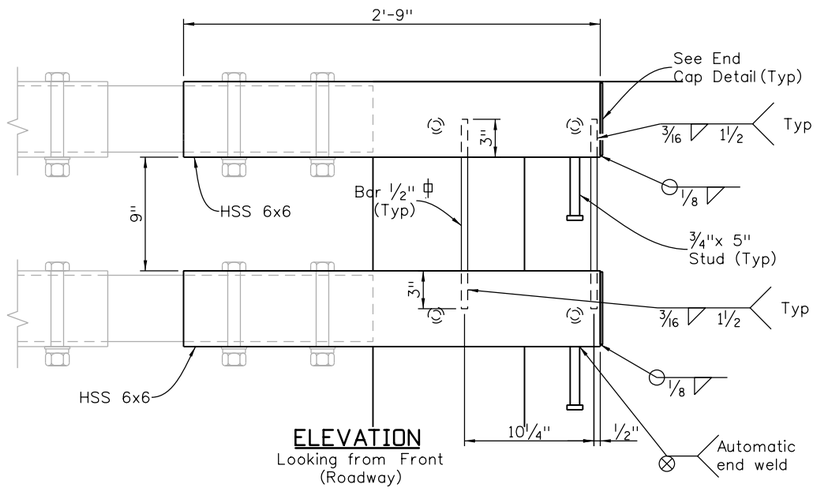
1. See BXX Bridge Rail Type 10 MASH for General Notes and details not shown.



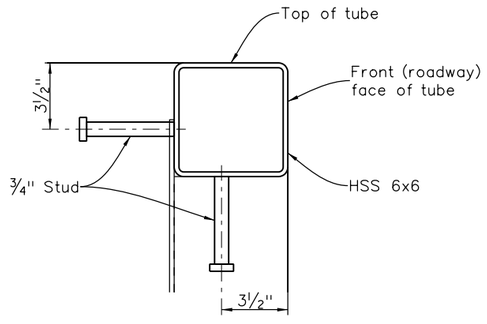
Note: Holes shall be cored through concrete or 1" inside diameter full depth inserts placed before concrete placement.

HOLE LOCATION DIAGRAM

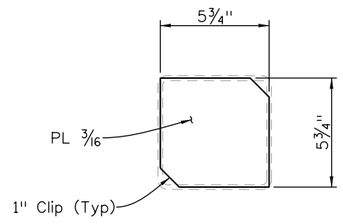
DETAIL 1



ELEVATION
Looking from Front (Roadway)

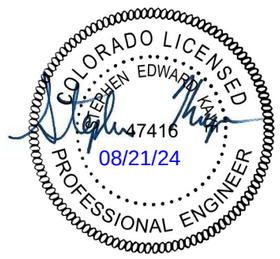


SECTION A



VIEW B

END CAP DETAIL

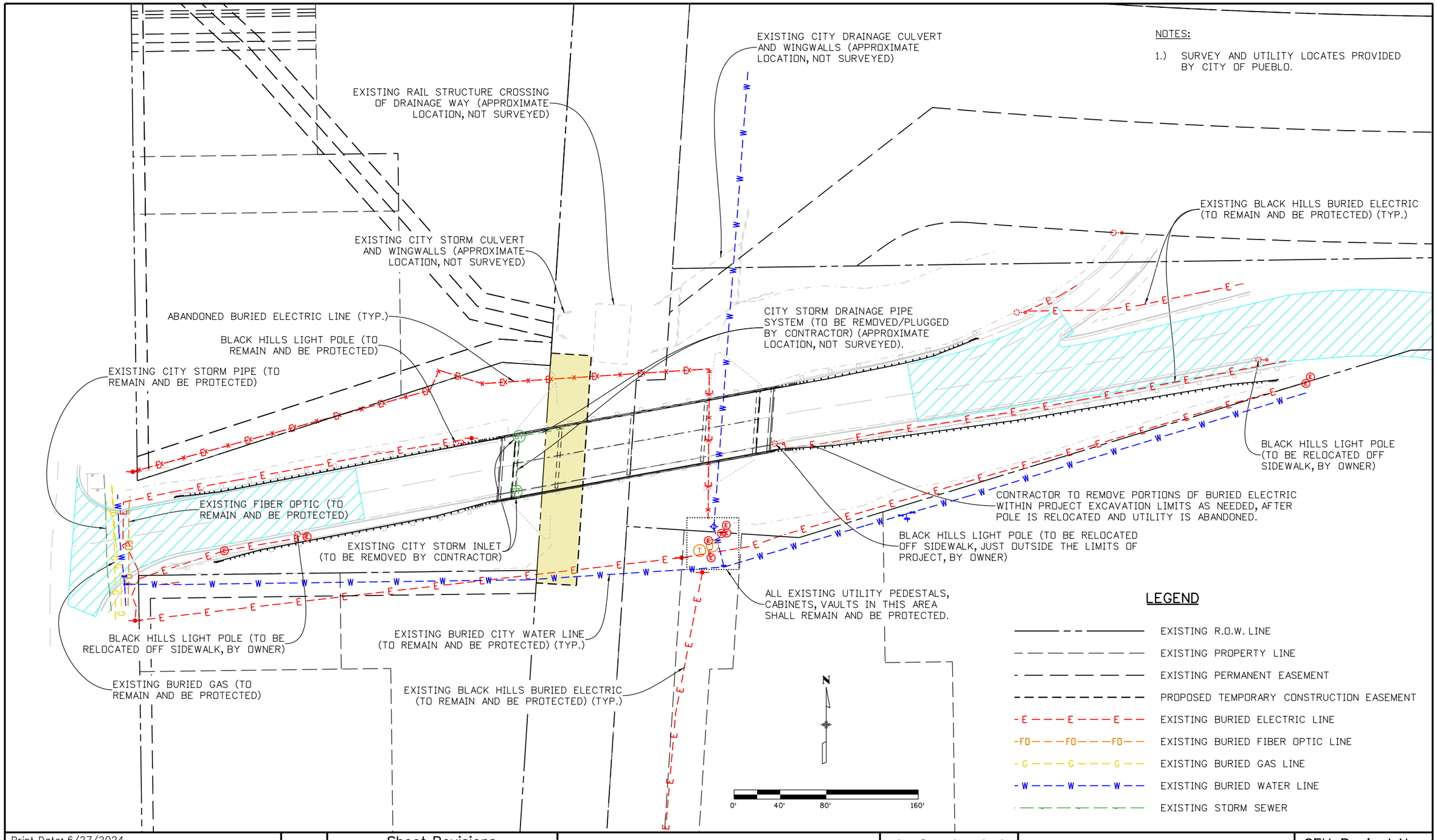


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File Name: 163784_Transition-02.dgn	Date:	Comments	Init.
Horiz. Scale: 1:1 Vert. Scale: As Noted			
Unit Information Unit Leader Initials			
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801			

City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

As Constructed	TRANSITION TYPE BR10B-GR3		SEH Project No.
No Revisions:			163784
Revised:	Designer: S.E. Kaye	Structure Numbers: -	-
Void:	Detailer: D.W. Sundeen		
	Sheet Subset: BRIDGE	Subset Sheets: 12 of 12	Sheet Number 29

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NOTES:

1.) SURVEY AND UTILITY LOCATES PROVIDED BY CITY OF PUEBLO.

LEGEND

- EXISTING R.O.W. LINE
- EXISTING PROPERTY LINE
- EXISTING PERMANENT EASEMENT
- PROPOSED TEMPORARY CONSTRUCTION EASEMENT
- EXISTING BURIED ELECTRIC LINE
- EXISTING BURIED FIBER OPTIC LINE
- EXISTING BURIED GAS LINE
- EXISTING BURIED WATER LINE
- EXISTING STORM SEWER

Print Date: 6/27/2024
File Name: 163784_Utility Plan.dgn
Horiz. Scale: 1:80 Vert. Scale: As Noted
Unit Information Unit Leader Initials

Short Elliott Hendrickson Inc.
Colorado Center Tower One
Suite 6000
2000 South Colorado Boulevard
Denver, CO 80222-7900
Tele. (720) 540-6800
(800) 490-4966
Fax (720) 540-6801

Sheet Revisions		
Date:	Comments	Init.

City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

As Constructed
No Revisions:
Revised:
Void:

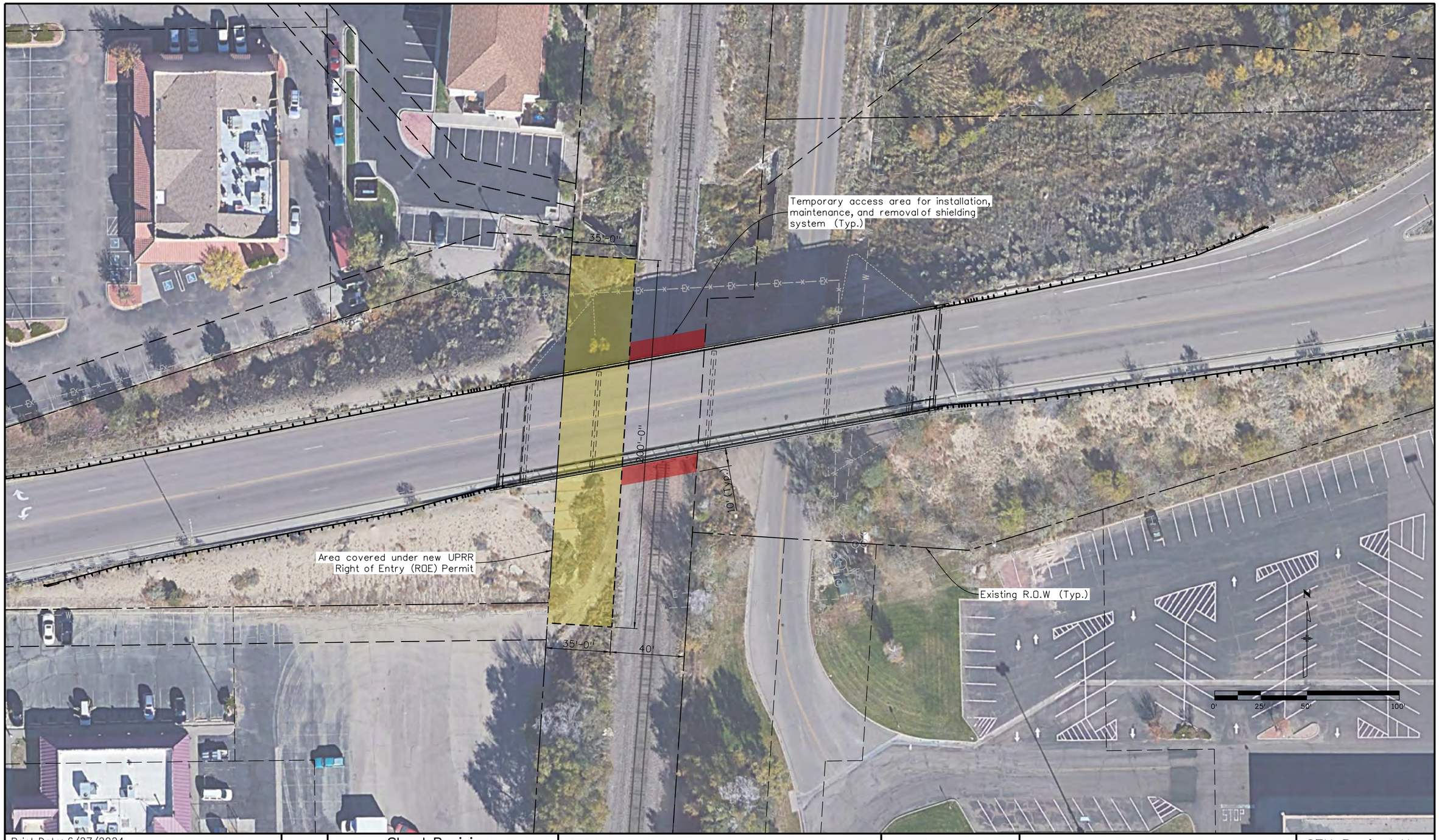
UTILITY PLAN

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset:
Structure Numbers: -
Subset Sheets: 1 of 1

SEH Project No. 163784

Sheet Number 30

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Print Date: 6/27/2024	Sheet Revisions		
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Horiz. Scale: 1:50 Vert. Scale: As Noted			
Unit Information Unit Leader Initials			
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801			

city of PUEBLO colorado

City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

As Constructed	R.O.W. EXHIBIT			SEH Project No.
No Revisions:				163784
Revised:	Designer: S.E. Kaye	Structure Numbers	-	-
Void:	Detailer: D.W. Sundeen			
	Sheet Subset: ROW	Subset Sheets: 1 of 1		Sheet Number 31

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NOTES:

1.) ALTERNATE SHALL INCLUDE STORM DRAIN INLET PROTECTION FOR ALL INLETS WITHIN LIMITS OF PAVEMENT WORK.

2.) ALTERNATE SHALL INCLUDE VERTICAL PAVEMENT SAW CUT AND JOINT SEALANT AT ALL INTERFACES BETWEEN NEW AND EXISTING PAVEMENT.

Print Date: 6/26/2024
File Name: 163784_Pavement Alternate.dgn
Horiz. Scale: 1:120 Vert. Scale: As Noted
Unit Information Unit Leader Initials

Short Elliott Hendrickson Inc.
Colorado Center Tower One
Suite 6000
2000 South Colorado Boulevard
Denver, CO 80222-7900
Tele. (720) 540-6800
(800) 490-4966
Fax (720) 540-6801

Sheet Revisions		
Date:	Comments	Init.

City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

As Constructed
No Revisions:
Revised:
Void:

ALTERNATE 2 - APPROACH ASPHALT MILL/OVERLAY

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: PAVEMENT
Structure Numbers: -
Subset Sheets: 1 of 1

SEH Project No. 163784
-
Sheet Number 32

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EXHIBIT B
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

SECTION 1 - CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Political Body's specifications and will not interfere with the Political Body's use of the Crossing Area.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Political Body and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

A. The Political Body, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.

B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions**. All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body**. If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging**.

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or

other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws**. The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays**. The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision**. The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work**. If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris**. The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives**. The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation**. The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in

connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage**. The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice**. Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables**. Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 10 -.REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

EXHIBIT C
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

Exhibit C will be Railroad's Material and Force Account Estimate.

EXHIBIT C

ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes railroad flagging services, project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE:
12/24/2024

LOCATION: **SUBDIVISION / MILEPOST:**

DOT 254384N **Colorado Springs Sub / 115.43**

					UP	Agency	
DESCRIPTION	**Unit**	**LABOR**	**MATERIAL**		**0%**	**100%**	**TOTAL**
ENGINEERING							
Public Projects Management	**1.0**	$ 7,000.00	$ -		$ -	$ 7,000.00	**$ 7,000**
Engineering Review & Support	**1.0**	$ 7,000.00	$ -		$ -	$ 7,000.00	**$ 7,000**
Construction Observation	**1.0**	$ 46,000.00	$ -		$ -	$ 46,000.00	**$ 46,000**
TOTAL PROJECT:		**$ 60,000.00**	**$ -**		$ -	$ 60,000.00	**$ 60,000**

TOTAL ESTIMATED COST: **$60,000**

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION. IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

Flagging may be performed by a third-party contractor. Any flagging performed by a third-party contractor will be billed at said third-party contractor rate not included in the above estimate. Alternatively, the Agency may enter into a separate agreement with third-party contractor and will be responsible for all actual costs incurred.

EXHIBIT D
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.
Agency: _____City of Pueblo, Colorado__
AREMA: American Railway Engineering and Maintenance-of-way Association
Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.
MUTCD: Manual on Uniform Traffic Control Devices
Project: Agency's Project Number 21-053 covering Mel Harmon Drive Repairs
Railroad: Union Pacific Railroad Company
Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)
Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)
Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Richard Koerner
RKoerner@ollson.com

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

Mike Aragon
maragon@up.com
719-671-0608

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at http://www.uprr.com/reus/pipeline/install.shtml.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C

B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.

C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:

1. Conditional Work Window: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.

2. Absolute Work Window: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as _____, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.

B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.

C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.

D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:

1. Description of work to be done.
2. The days and hours that work will be performed.
3. The exact location of the work and proximity to the tracks.
4. The type of window and amout of time requested.
5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line.** All work shall be performed in accordance with previously approved work plans.

E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry

Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at https://www.up.com/aboutup/community/safety/erailsafe/up-pat/index.htm. **This training is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.**

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one ft six inches (21.6) foot temporary vertical construction clearance defined in section 4.4.1.1 and fifteen (15) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.10 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.

C. As Built Submittals shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade

Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.

B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE, RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR

A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.

C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:

1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.

2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.

3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.

4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS;CALL BEFORE YOU DIG NUMBER

A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".

B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.

C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered

to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is $_____ per day for a(n) ____-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

EXHIBIT E
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

Exhibit E will be Current Form of Contractor's Right of Entry Agreement

CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of _____ (the "Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost 115.422 on Railroad's Colorado Springs Subdivision at or near DOT No. 254384N located at or near Pueblo, in Pueblo County, State of Colorado, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____between Railroad and the_____ _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

_____
_____
_____
_____

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements

shall be sent to:

Union Pacific Railroad Company
[Insert mailing address]
Attn:
Project No. 0788261

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad **One Thousand Twenty Five Dollars ($1,025.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

_____
[Company Name of Contractor]

By: _____

Name: _____

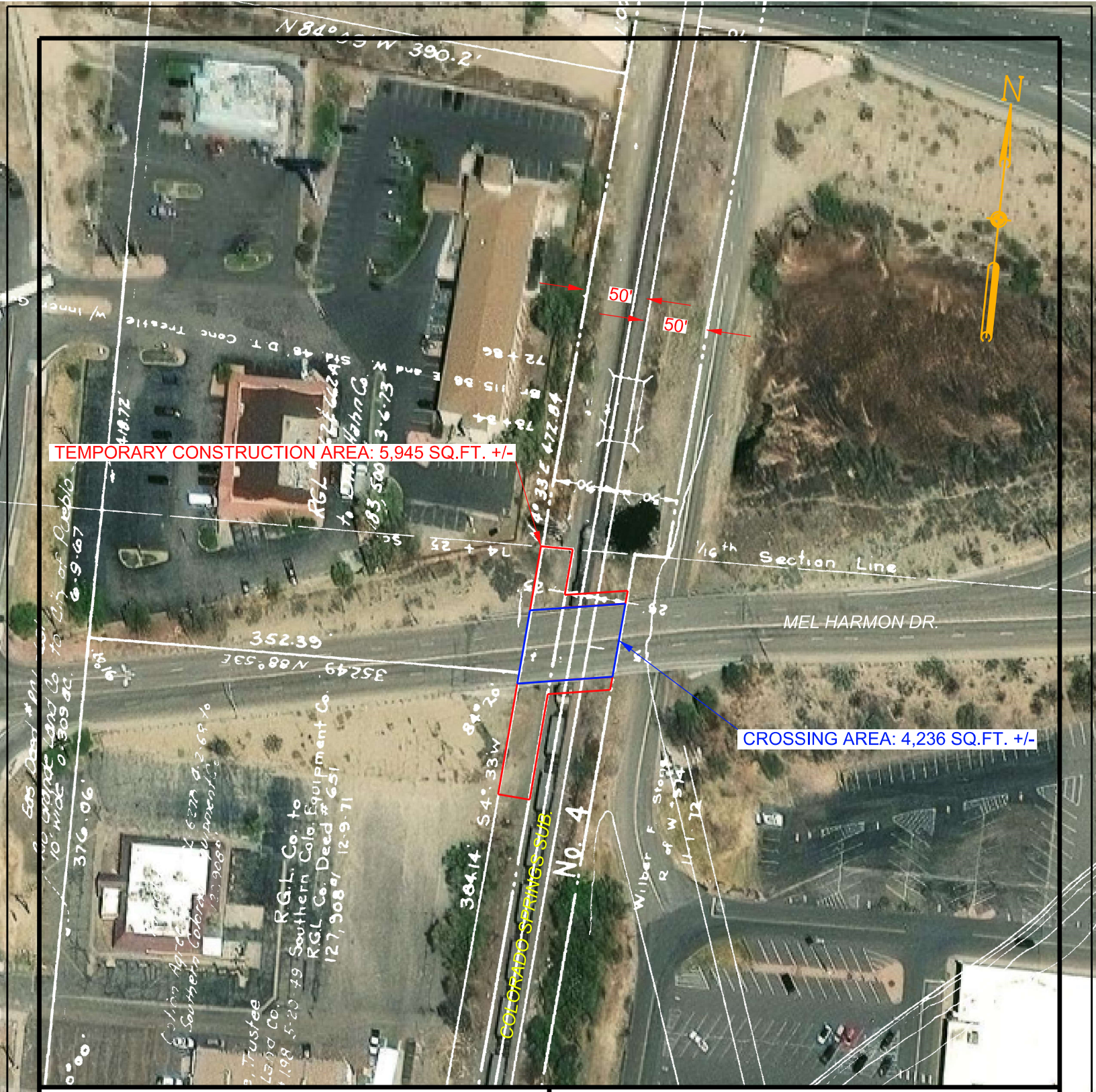
Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.



LEGEND:

TEMP CONSTRUCTION AREA .....

CROSSING AREA .....

UPRRCO. R/W OUTLINED .....

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

PUEBLO, PUEBLO COUNTY, CO

M.P. 115.43 - COLORADO SPRINGS SUB.

CADD FILENAME	0788261
SCAN FILENAME	AERIAL PRINT

DRG/CO/V3/S1B
SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 2-17-2025

DSK FILE: 0788261

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and

two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards

are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than $5,000,000 each occurrence and an aggregate limit of not less than $10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less $5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least $500,000 each accident, $500,000 disease policy limit $500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than $2,000,000 per occurrence and an aggregate of $6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the

policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

F. **Pollution Liability** insurance**.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least $5,000,000 per occurrence and an aggregate limit of $10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of $1,000,000 per loss, and an annual aggregate of $2,000,000.

Other Requirements

G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.

I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where permitted by law. This waiver must be stated on the certificate of insurance.

J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state

where the Work is being performed.

L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Lori Pinz, Director Information Technology

SUBJECT: AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE REVOCABLE PERMIT FOR PRIVATE NETWORK, MASTER FIBER IRU CONVEYANCE, AND CONDUIT SHARING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SECOM, INC., A COLORADO CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves Amendment No. 1 to the Revocable Permit related to the Private Network, Master Fiber IRU Conveyance, and Conduit Sharing Agreement entered with Southeast Colorado Power Association ("SECPA"), doing business as SECOM, on February 9, 2009. Amendment No. 1 amends Sections 8,13, 15 and 16 of Article I, Article XI, and Section 1 of Article XII extending the term and use of a portion of the City's unoccupied conduit and conveying right for the City's use of SECPA private fiber network.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 11525, approved on February 9, 2009.

BACKGROUND:

SECOM began installing network facilities within the City's rights of way in 2009. The initial agreement between SECOM and the City provided a 20-year revocable permit for the use of public rights of way, while granting the City the right to use 12 fiber strands on SECOM's private fiber network along a designated route, free of charge, for the duration of the permit. Amendment No. 1 extends the agreement to January 1, 2049, expands the City's use of the conveyed fiber strands to include Walkingstick Tower and the new Fire Station #8 on Jerry Murphy Road, and grants future use of 4 strands of City-owned fiber and/or conduit within a specified downtown area to SECOM.

Additionally, during the construction of Fire Station #8, it was discovered that SECOM's

aerial fiber line obstructed the driveway of the new station. This amendment includes an agreement between SECOM and the City's Information Technology Department to share the costs of undergrounding and extending the use of 4 strands of fiber granted under the original agreement. This partnership saved the City approximately $450,000 by avoiding the need to install its own infrastructure to the facilities.

FINANCIAL IMPLICATIONS:

There will be a one-time charge of approximately $13,500 for the undergrounding of the existing SECOM fiber line. There are no additional ongoing costs related to Amendment 1.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council could decide not to support this amendment, and the city will have to fund the fiber-optic infrastructure build-out costs to bring network connectivity to the Walkingstick Tower and Fire Station #8 at an estimated cost of $450,000. This would delay the opening of Fire Station #8 and impact on the State Digital Trunk radio system for public safety communications.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. AMENDMENT NO. 1 TO REVOCABLE PERMIT FOR PRIVATE NETWORK MASTER FIBER IRU CONVEYANCE AND CONDUIT SH - SECOM Signed

ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE REVOCABLE PERMIT FOR PRIVATE NETWORK, MASTER FIBER IRU CONVEYANCE, AND CONDUIT SHARING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SECOM, INC., A COLORADO CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

Amendment No. 1 to the Revocable Permit for Private Network, Master Fiber IRU Conveyance, and Conduit Sharing Agreement ("Amendment No. 1") by and between the City of Pueblo, a Colorado Municipal Corporation, and SECOM, Inc., a Colorado Corporation, 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 Amendment No. 1 for and on behalf of the City, and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Amendment No. 1 to implement the policies and procedures described therein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor’s veto.

_____
President of City Council

ATTEST

_____
City Clerk

AMENDMENT NO. 1 TO REVOCABLE PERMIT FOR PRIVATE NETWORK, MASTER FIBER IRU CONVEYANCE, AND CONDUIT SHARING AGREEMENT

This Amendment No. 1 to the Revocable Permit for Private Network, Master Fiber IRU Conveyance, and Conduit Sharing Agreement ("Amendment No. 1") is entered into this 11th day of June, 2025 by and between the City of Pueblo, a Municipal Corporation ("City"), and SECOM, Inc., a Colorado corporation ("Permittee").

WHEREAS, the City and Southeast Colorado Power Association ("SECPA"), entered into that certain agreement dated February 9, 2009, for a revocable permit for Rights Of Way access, use of a portion of City's unoccupied conduit, and conveying rights for the City's use of certain portions of the SECPA private network ("Agreement");

WHEREAS, SECOM is the successor in interest to SECPA, owns the private network under the Agreement, and has assumed all the rights and obligations of SECPA under the Agreement; and

WHEREAS, the City and Permittee desire to extend the term of the Agreement and add additional terms relating to City and Permittee network and conduit use to the Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Permittee hereby agree to amend the Agreement as follows:

1. Section 8 of Article I is amended to read as follows:

> 8. "Recipient Fibers" shall mean twelve (12) strands of single-mode fiber optic cable from a location in downtown Pueblo in the general vicinity of First Street and Main Street to a location to be agreed upon by the Parties at or near the intersection of Colorado Highway No. 47 and William White Boulevard and all additional fiber which may be granted under Section 5 of Article XII of this Agreement. The phrase shall also be taken to mean the rights to occupy and access buffer tubes, ducts, conduit, manholes, handholes and other structures and facilities in which such optical fibers are located or may be accessed. This phrase does not grant City rights to open splice enclosures or cases owned by Permittee.

2. Section 13 of Article I is amended to read as follows:

> 13. "Term" shall mean that period commencing from the date hereof through and including January 1, 2049; provided, however, that if this revocable permit is terminated and revoked sooner as provided in this Agreement, the Term shall then end upon the effective date of such revocation. Unless sooner terminated, the Agreement shall automatically renew for a one-year period if the parties have not negotiated a successor agreement.

3. Article I is further amended by the addition of Sections 15 and 16 to read as follows:

15. “City Network” means all physical components owned by City making up City’s fiber-optic network including without limitation fiber optic cable, poles, wires, cables, pipes, underground conduits, ducts, equipment cabinets, manholes, handholes, vaults and the associated hardware with these items. For clarity, this does not include such components in use by City that City does not own.

16. “Network” means either Facilities or City Network and when used plurally, refers to both.

4. Article XI is amended to read as follows:

The term of this Agreement shall be for a period commencing from the date hereof through and including January 1, 2049; provided, however, that if this revocable permit is terminated and revoked sooner as provided in this Agreement, the Term shall then end upon the effective date of such revocation. Unless sooner terminated, the Agreement shall automatically renew for a one-year period if the parties have not negotiated a successor agreement.

5. Section 1 of Article XII is amended to read as follows:

1. In consideration for the revocable permit to use public Rights of Way granted herein, the grant of use of the Main Street Conduit, 8th Street Conduit, and Arkansas Valley Conduit Ditch, and as a portion of the compensation to the public for special use of such Rights of Way, Permittee hereof grants to City an indefeasible right to use the Recipient Fibers for the Term. Such indefeasible right to use the Recipient Fibers may be referred to herein as the “IRU.” Separate and in addition to Recipient Fibers granted under Section 5 of Article XII of this Agreement, the specific number of Recipient Fibers otherwise granted to City as part of the IRU at each location where a portion of the private network has been installed is depicted on the drawing attached hereto which is marked as Exhibit “A” and incorporated herein by reference. By way of example, and not in limitation, the IRU includes 12 fibers in the portion of the private network route located between the Colorado Department of Transportation facilities located at in the 900 block of Erie Street in Pueblo, Colorado and Permittee’s access box located approximately ¼ mile south of the intersection of William White Boulevard and Colorado Highway 47, as depicted on Exhibit A. Each individual fiber strand in the Recipient Fibers will comply with generally accepted industry standards for single mode (SMF28) type fiber.

6. Article XII is further amended by the addition of Section 5 to read as follows:

5. In addition to Recipient Fiber otherwise granted herein, Recipient Fiber shall include, subject to the terms and conditions of this Agreement:

(a) As set forth in Exhibit B, which is incorporated herein and made a part of the Agreement, the extension of four (4) strands of single-mode fiber optic cable for Fire Station #8 located at 4405 Jerry Murphy Road, and the extension of four (4)

strands of single-mode fiber optic cable, located from Hwy 47, south of the CSU Campus to the tower at 4400 Walkingstick Blvd.; and

(b) Any single-mode fiber strands as the parties may mutually agree upon and for which the parties approve and execute a "Service Order for Addition or Removal of Network Use" in substantially the same form as set forth in the attached Exhibit C ("Service Order"). Each Service Order shall identify the portions of both Parties fiber-optic networks that shall be added or removed from use by the other Party, and any other consideration as part of the reciprocal use. Once executed, each Service Order shall be incorporated and made a part of this Agreement the same as Exhibit B.

5. Except as expressly modified by this Amendment No. 1, the Agreement (including any prior amendments) shall remain in full force and effect. Any obligations remaining to be performed under the original Agreement by either party are not waived or excused in any manner, but shall be fully performed in accordance with the terms and conditions of the Agreement, except as modified by this Amendment No. 1.

IN WITNESS WHEREOF, City and Permittee have executed this Amendment No. 1 to the Revocable Permit for Private Network, Master Fiber IRU Conveyance, and Conduit Sharing Agreement as of the date first above written.

CITY OF PUEBLO,
A Municipal Corporation

ATTEST:

By: _____
Mayor

_____
City Clerk

[S E A L]

PERMITTEE:
SECOM, INC.

ATTEST:

By: Jon Saunders

_____

Jon Saunders
Title: CBDO

Title: _____

EXHIBIT “B”

Service Order for Addition or Removal of Network Use

This Service Order is incorporated into the above-referenced REVOCABLE PERMIT FOR PRIVATE NETWORK, MASTER FIBER IRU CONVEYANCE, AND CONDUIT SHARING AGREEMENT (the “Agreement”) executed by the City of Pueblo (City) and SECOM, Inc. (“Permittee) dated February 9th, 2009. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. City’s Network and consideration to Permittee:
   Type: Addition

Segment*	**Segment End Point**	**Segment End Point**	**Type**	**Target Completion Date**
Generalized Area between River and Riverwalk plus adjacent area east of I-25	*City owned fiber or conduit, within the generalized area highlighted in the map below, and mutually agreed upon by both Parties.*	*To Be Determined (TBD) and mutually agreed upon by both Parties.*	*City owned fiber or conduit, or a combination thereof.*	*To Be Determined (TBD) and mutually agreed upon by both Parties.*

* This Segment shall include mutually agreed upon strands or conduit in the generalized are as depicted below in the shaded area. This Segment may be comprised of multiple smaller separate segments consisting of fiber, conduit or a combination thereof. Strand mile distance received by Permittee shall be not less 10% or more than 10% of what Permittee provides to City in this Service Order (4.96 strand miles). For this Service Order, one strand mile of fiber shall be equivalent to one mile of conduit.

Other Consideration from City to Permittee:

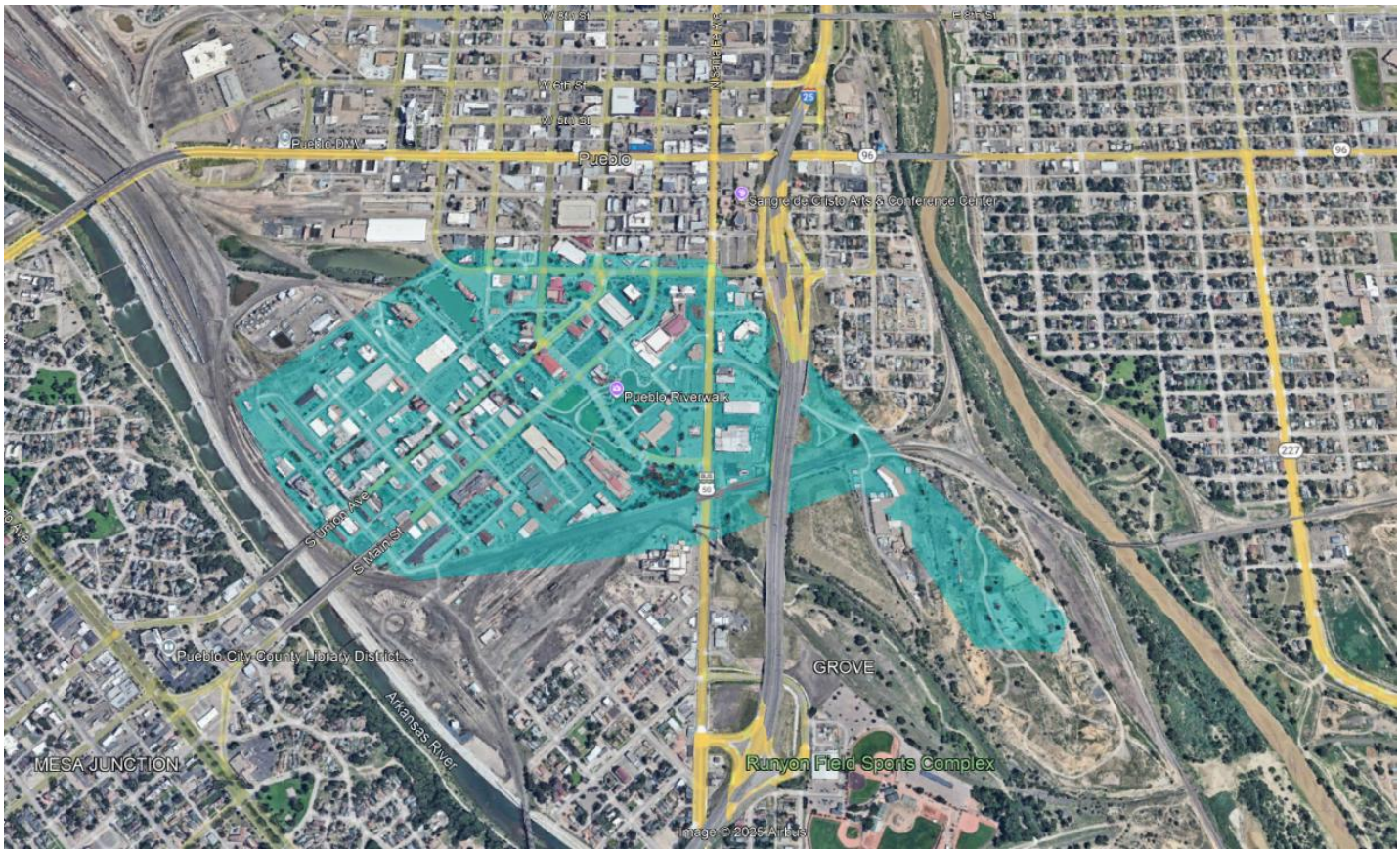
As City needs Permittee’s aerial fiber line moved to underground near Fire Station #8, City shall pay for one half of the actual cost, not to exceed $13,500, to move this aerial fiber to underground between Points A and B, listed below. Permittee shall provide City a detailed itemized statement of actual costs incurred for the completion of this work.

Point A: 38°18'46.53"N, 104°35'56.71"W

Point B: 38°18'57.63"N, 104°35'55.79"W.

Remainder of this page is intentionally left blank.

Generalized are where Permittee will be allowed fiber or conduit from City.



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1. Permittee's Network and consideration to City
   Type: Addition

Segment*	Segment End Point	Segment End Point	Type	Target Completion Date
**Hwy 47 to Fire Station #8 on Overton Road*	*Splice Case near intersection of Hwy 47 and Jerry Murphy. Lat/Long: 38°18'31.99"N 104°35'55.23"W*	*Splice case near Fire Station #8. Lat/Long: 38°18'57.50"N 104°35'55.79"W*	*Fiber – Four strands. Path distance of .51 mile, with a total of 2.04 strand miles.*	*45 days after full execution of this Service Order.*
CSU Tower Extension	*Handhold on Hwy 47, south of CSU campus. 38°18'12.14"N, 104°34'47.42"W*	*4400 Walkingstick Radio Tower 38°18'42.51"N 104°34'30.27"W*	*Fiber – Four strands. Path distance of .73 miles, with a total of 2.92 strand miles*	*7/12/2019*

* This segment shall start at a splice case on the northwest of the intersection of Jerry Murphy and Highway 47. This route proceeds north to a splice case near Fire Station 8 on Overton Road. This consists of four (4) strands of fiber, on a route that is approximately .51 miles , totaling 2.04 strand or miles of fiber. The approximate route is depicted by the light blue line in the image below.
** This segment completed on or around July 12, 2019 per PO 19001512 in the amount of $12,848.57 for the extension from an existing Permittee splice case Permittee provides four strands between the two locations listed above, which attach to four of the fibers on the path from the original agreement dated 2/9/2009. For clarity, this uses four fibers from the 2009 agreement from 902 Erie to the handhold on Hwy 47, then this segment added four of Permittee's fibers from Hwy 47 going north through the campus to the tower, adding a total of 2.92 strand miles of fiber to the City's use.

Other consideration for the first segment from Permittee to City:

As the City needs the aerial fiber moved to underground between the two points below, Permittee will provide all materials, labor, and supplies to install an underground conduit and fiber between these two points. Exact route may vary depending on the requirements determined at the time of the project engineering.

Point A: 38°18'46.53"N, 104°35'56.71"W

Point B: 38°18'57.63"N, 104°35'55.79"W.

Remainder of this page is intentionally left blank.

Generalized path of fiber from Jerry Murphy/Hwy 47 to Fire Station #8



Remainder of this page is intentionally left blank.

Generalized path of fiber from Hwy 47 to the Walkingstick tower on the CSU campus



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Service Order #_____

EXAMPLE

EXHIBIT "C"

Service Order for Addition or Removal of Network Use

This Service Order is incorporated into the above-referenced REVOCABLE PERMIT FOR PRIVATE NETWORK, MASTER FIBER IRU CONVEYANCE, AND CONDUIT SHARING AGREEMENT (the "Agreement") executed by the City of Pueblo (City) and SECOM, Inc. ("Permittee) dated February 9th, 2009. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

1. City's Network and consideration to Permittee:
   ☐ Addition or ☐ Removal

Segment*	**Segment End Point**	**Segment End Point**	**Type**	**Target Completion Date**
Name	*Address and/or Lat/Long*	*Address and/or Lat/Long*	*Fiber (including strand quantity), conduit or other facility type*	*Date targeted for completion*
Additional segments as needed				

* The route of the Segments shall be depicted and described here. It shall include a diagram and detailed description of the route, the quantity and length or other details as applicable for example:
Segment A shall be from a handhold at the northeast intersection of X Street and 1st Ave, going underground to the northeast corner of the intersection of Y Street and 1st Ave. This consists of four (4) strands of fiber, on a route that is 300', totaling 1200 strand feet feet (or miles as applicable) of fiber.

(Insert map image here)

EXAMPLE

2. Permittee's Network and consideration to City
   ☐ Addition or ☐ Removal

Segment*	**Segment End Point**	**Segment End Point**	**Type**	**Target Completion Date**
Name	*Address and/or Lat/Long*	*Address and/or Lat/Long*	*Fiber (including strand quantity), conduit or other facility type*	*Date targeted for completion*
Additional segments as needed				

* The route of the Segments shall be depicted and described here. It shall include a diagram and detailed description of the route, the quantity and length or other details as applicable for example:
Segment A shall be from a handhold at the northeast intersection of X Street and 1st Ave, going underground to the northeast corner of the intersection of Y Street and 1st Ave. This consists of four (4) strands of fiber, on a route that is 300', totaling 1200 strand feet feet (or miles as applicable) of fiber.

(Insert map image here)

IN WITNESS WHEREOF, the parties have duly signed this Service Order or caused an authorized officer or agent to place this order.

"City"	"Permittee"
City of Pueblo	SECOM, Inc
By:_____	By:_____
Name:_____	Name:_____
Title:_____	Title:_____
Date:_____	Date:_____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 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

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2506, BUDGETING AND APPROPRIATING FUNDS FOR PROJECT PS2506, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, AND RATIFYING HER SIGNATURE THERETO

SUMMARY:

This Ordinance approves a grant agreement with the State of Colorado Department of Law Peace Officer Standards and Training (POST) beginning July 1, 2025, and ending June 30, 2026, which approves and accepts an initial grant award of $154,897.00 into Project PS2506.

PREVIOUS COUNCIL ACTION:

The City Council has approved ordinances accepting CMTR funds each year beginning in July 2017.

BACKGROUND:

The State of Colorado Department of Law POST Grant Agreement provides funds to the forty (40) law enforcement agencies of the Central Mountain Training Region (CMTR) for the purpose of improving law enforcement technology/training and upgrading necessary equipment. The Pueblo Police Department will act as the fiscal agent for this grant. Decisions related to training, equipment, and technology will be made with the assistance of an advisory board.

FINANCIAL IMPLICATIONS:

This grant will require monitoring, auditing, and submission of financial documents

which will impact the City of Pueblo with staffing costs. The grant does provide monies to offset those expenditures. The Pueblo Police Department will realize infrastructure benefits as well. Improvements to the department's shooting range facility and classroom spaces are allowable under this grant. One (1) sworn full-time Police Department employee has been selected to administer this program along with employees from the Finance Department. The City of Pueblo is responsible for administering the drawdown of the grant. The City will submit quarterly reports to Colorado POST documenting expenditures. When excess funds are available to the State, the Colorado Department of Law will award additional funds to CMTR before the end of the fiscal year to purchase additional equipment or sponsor additional events. This Ordinance allows for the receipt of additional funds in the future for Project PS2506.

Matching funds from the City are not required for this grant.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Central Mountain Training Region law enforcement leaders have met and support the Pueblo Police Department becoming the fiscal agent for this grant. The Pueblo Police Department, acting as fiscal agent, will work with the CMTR Advisory Board to make decisions related to training, equipment, and infrastructure.

ALTERNATIVES:

Decline this grant offer from Colorado POST.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Exibit A-B
2. Grant Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE STATE OF COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST), ESTABLISHING PROJECT NUMBER PS2506, BUDGETING AND APPROPRIATING FUNDS FOR PROJECT PS2506, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, AND RATIFYING HER SIGNATURE THERETO

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including the Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the State of Colorado Department of Law Peace Officer Standards and Training (POST) has tendered a Grant Agreement and award (the "Agreement") in the amount of $154,897.00 for law enforcement training purposes for the Central Mountain Training Region upon conditions recited therein or incorporated therein by reference; and

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Pueblo Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; and

WHEREAS, acceptance of the Agreement for the purposes for which it has been made is in the best interest of the City of Pueblo and will benefit the health, welfare and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado Department of Law Peace Officer Standards and Training (POST) for the purpose of providing law enforcement training for the Central Mountain Training Region, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor was authorized to execute the Grant Agreement in the name of and on behalf of the City of Pueblo on July 14, 2025; and the City Clerk shall affix the Seal of the City to the Grant Agreement and attest her prior signature.

SECTION 3.

The Pueblo Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant Agreement as those funds are made available by the State.

SECTION 4.

Project Number PS2506 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this Ordinance shall be budgeted and appropriated into Project Number PS2506 by the Finance Department.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

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

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EXHIBIT A - STATEMENT OF WORK

All terms not defined in this Exhibit A shall be the meaning given in the main body of the Grant Agreement.

1. PROJECT DESCRIPTION

1.1 Work. Grantee has submitted a Grant Application (Exhibit B) to POST detailing the Work to be performed by Grantee throughout the term of this Grant. Grantee agrees to complete the Work identified in Exhibit B by the Grant termination date specified in §2(A) of the Grant Agreement.

2. PERSONNEL

2.1 Replacement. Grantee shall immediately notify POST if the Responsible Administrator specified in §2.2 ceases to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its key personnel, it shall notify POST and seek its approval, which shall be at POST's sole discretion as the State issued this Grant in part reliance on Grantee's representation regarding key personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, and when the change will take effect. Anytime key personnel cease to serve, the State, in its sole discretion may direct Grantee to suspend work on the Project until such time as their replacement is approved.

2.2 Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of Jeff Furney an employee or agent of the Grantee, who is hereby designated as the responsible administrator of this Project.

3. BUDGET

3.1 Budget. The maximum amount payable under this Grant to Grantee by the State is **$154,897.00.**

3.2 Budget Flexibility. Grantee may adjust individual budget line item expenditure amounts within an individual training course without approval of POST, provided that, there is no increase to the administrative line items, and the cummulative budgetary line item changes do not exceed ten percent (10%) of the total budgeted amount of the line item. All other budgetary modifications shall require POST approval in accordance with the Modification subsection of the General Provisions of this Grant. The request must be approved by POST before deviating from the current approved budget and scope of work. Requests that are not pre-approved may not be reimburseable.

4. PAYMENT

4.1 Payment. Grantee shall submit a request for reimbursement at a minimum on a calendar quarter basis. All invoices must be submitted within 60 days of the training or purchase date and no later than June 30th to be eligible for payment. All requests shall be for eligible expenses, as described in detail in Exhibit B. Requests shall be made using the Grant Management System and be accompanied by supporting documentation equal to 100% of the reimbursement request, a POST-approved Student Attendance Roster or Certificate of Completion, and a completed reimbursement form.

4.2 Final Payment. The final grant payment request must be requested no later than June 30th and shall include only actual expenses incurred prior to June 30th. Payment for training can only be approved for actual services received or performed and completed by June 30th.

Equipment purchases must be made and the receipt of the equipment must be completed by June 30th to be eligible for payment.

4.3 Electronic Fund Transfer. Payments will be remitted by electronic fund transfer.

5. ADMINISTRATIVE REQUIREMENTS

5.1 Accounting. Grantee must maintain properly segregated accounts of POST grant funds and other funds associated with the Work and make those records available to the State upon request. Grantee must have a system that classifies all revenues and expenditures by funding source. The accounting system must have an adequate method of internal controls to safeguard the funds. Expenditures must be tracked and reconciled with the general ledger.

5.2 Procurement. The grantee agrees to have procurement procedures and will document its procurement procedures and maintain the documentation in the grant records when applicable.

5.3 Grant Guidelines. The grantee agrees to develop, implement, and maintain written grant procedures or guidelines that, at a minimum identify how to access training and scholarship funds through the Region, what the Region's allowable costs are, and any applicable rules to be followed by a Region member organization.

5.4 Region Board and By-laws. The grantee agrees to develop, implement, and maintain a Region Board representative of the Region that, at a minimum recommends how annual POST funds will be applied for and distributed throughout the Region. The Region Board shall develop, implement, and maintain written by-laws describing the role and responsibilities of the board.

5.5 Allowable Program Costs. Expenditures shall be in accordance with the approved budget detailed in Exhibit B and Sections 5-9 of the POST Law Enforcement Training Grant Program Guidelines.

5.6 Class Announcement/Enrollment Management/Class Cancellation or Postponement. Grantee agrees to notify POST at least 60 days in advance of the class date. Enrollment will only be available to officers in that training region until 30 days before the class start date. At that time, officers from other training regions may register for the class. Enrollment will close 15 days prior to start date of the class. Enrollment past the close date can occur at the discretion of each training region. The Grantee agrees to limit enrollment for training, including the host agency, to four (4) seats, or 20% of the class size (whichever is greater) for each agency within the Region, until 15 days prior to the start of training. The exception to this is when a course is held at a venue that can accommodate a large number of attendees (such as virtual training) or there are plenty of open seats. POST recommends regions/agencies consider cancelling or postponing classes if they have less than 50% enrollment fifteen (15) days prior to start of the class. Decisions to postpone or cancel a class are at the sole discretion of the region board or agency.

5.7 Audits. Grantee is required to submit to DOL any audit performed for any fiscal year covering a portion of the term of this Grant or any other grants/contracts with DOL. Such audits include but are not limited to a financial-statement audit or single audit in accordance with the Office of Management and Budget's (OMB) A-133 is required when non-federal entities expend $500,000 or more in federal awards in the entity's fiscal year. Grantee shall insure that audits required are performed and submitted to POST within 6 months of Grantee's fiscal year-end. The final audit report shall be sent to:

Department of Law
Criminal Justice Section, POST
Attention: Kimberly Hernandez, Grant Manager
1300 Broadway, 9th Floor
Denver, CO 80203

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5.8 Reporting. Grantee shall submit the following reports, and any other reports requested by POST using the State-provided reporting forms by their due date. A report must be submitted for every calendar quarter, including partial calendar quarters, as well as for periods where no grant activity occurs. Future awards and fund draw-downs may be withheld if these reports are delinquent.

Report Period	Report Type	Due Date
July 1st-September 30th	Progress and Financial	October 7th
October 1st- December 31st	Progress and Financial	January 7th
January 1st –March 31st	Progress and Financial	April 7th
July 1st – June 30th	Equipment Inventory	June 30th
April 1st-June 30th	Final Progress and Final Financial	July 7th

5.9 Reporting of Unexpended Funds. Grantee shall inform POST in writing, no later than **March 31, 2026** of the status of any potential unexpended balance (cost savings). Grantees failure to notify POST of any unexpended balance may result in the reduction or termination of future awards.

5.10 Monitoring. The State shall monitor this Grant through review of submitted reports and other documents as necessary or may also conduct on-site monitoring of the Grantee to determine whether performance goals, administrative standards, financial management and other requirements of the Grant have been met.

5.11 Mandatory Attendance. Grantee attendance at webinars and trainings conducted by POST to enhance the administration of the Grant program is required. Grantee will be notified of all such trainings at least 30 days in advance and shall be reimbursed by POST for per diem and lodging.

5.12 POST Acknowledgement. Grantees are encouraged to make the results and accomplishments of their project activities available to the public. All materials published or resulting from award activities, including videos must contain an acknowledgement of POST support.

5.13 Publications. The grant recipient agrees that any publications, whether written, visual or audio, but excluding press releases, newsletters and issue analysis, issued by the grantee describing training funded in whole or part shall contain the following statement: "This training was supported by a grant from the State of Colorado Office of Peace Officer Standards and Training".

5.14 Curriculum and Instructor Review. Training courses (except for out of state training) and instructors funded by the POST Region Grant Program must be reviewed by POST and assigned a course number prior to the course start date. POST is not liable to reimburse the Grantee for classes that have not been reviewed or assigned a course code number prior to the training. Instructor programs require POST-Board Subject Matter Expert (SME) Committee approval.

5.15 Eligible Training Recipients. POST training region funds are for peace officers who are current employees of law enforcement agencies within the State of Colorado. Civilian employees, civilian employees of law enforcement agencies, federal employees or military personnel may enroll in these courses **only** if there are extra spaces available and no peace officers are displaced or wait listed. Civilian, federal and military personnel **may not** be provided POST funds for scholarships, nor may funds be used to provide refreshments or class supplies. If personnel attending classes are not peace officers the

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Training Region is responsible to identify those names on the attendance roster prior to submitting the roster to POST. Grantees may not include civilian, military or military personnel in their reporting numbers to POST or include them in the number of students attending in the grant management data base.

5.16 Ineligible Training Recipients: Law enforcement agencies who are suspended from receiving or attending any POST funded training may not benefit from POST-funded classes. The suspension remains in affect until December 31, 2025. The Training Region is responsible to ensure officers from these agencies are not the recipients of POST-funded training. POST is not liable to reimburse the Grantee for personnel attending classes from law enforcement agencies who are suspended from receiving or attending POST-funded training. The following law enforcement agencies are suspended from receiving or attending any POST funded training until December 31, 2025:

N/A

5.17 Equipment Report. If your grant purchased equipment a POST-Inventory Equipment Report must be submitted by June 30th each year. Equipment records must be retained for seven (7) years from the date the report is submitted to POST. If any litigation, claim or audit is started before the expiration of the seven-year period, the records shall be retained until the litigation, claims, or audit findings involving records have been resolved.

5.18 Retention of Records. All grant records must be retained for three (3) years after the end of the state fiscal year that includes the end date of the grant. For example, if the grant ended 6/30/2018, the state fiscal year would be July 1, 2017 to June 30, 2018. The files could be destroyed after June 30, 2021. If an audit is in progress and/or the findings of a completed audit have not been resolved satisfactorily, then records must be retained beyond the three-year period until such issues are resolved.

5.19 Grant Records. Grant records include all financial records, supporting documentation, statistical records, and all other records pertinent to the grant. These include books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, consultant/volunteer time and activity reports, canceled checks, related documents and records.

5.20 Conflict of Interest. In addition to any other applicable laws, the provisions of this section shall apply to all POST grant agreements:

The following individuals shall not solicit or accept, directly or indirectly, any personal benefit or promise of a benefit from the grant recipient or a person negotiating, doing business with, or planning, within the individual's knowledge, to negotiate or do business with the contracting agency:

A member, or any other person or entity under contract with any governmental body that exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project, including but not limited to any employee of the contracting agency or any person serving as the monitor of a personal services contract or a member of the immediate family of any individual described above.

No individual described in paragraph (2) of this subsection shall use his or her position, influence, or information concerning such negotiations, business, or plans to benefit him or herself or another.

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A grant recipient shall agree that at the time of contracting the grant recipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the grant recipient's services. The grant recipient shall further covenant that, in the performance of the contract, the grant recipient shall not employ persons having any such known interests.

5.21 Insurance. Grantee shall obtain and maintain insurance as specified in the grant agreement at all times during the term of the award.

5.22 Revision to Guidelines. In response to new state regulations, or to changing circumstances among law enforcement training community or to resources available to peace officers, it may, from time to time, be necessary to change the POST Grant Program Guidelines. Changes impacting grant recipients will be communicated to Regional grantees in order to seek input prior to implementation.

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Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Colorado Peace Officer Standards and Training

Exhibit B - Central Mountain Training Region

Overall Summary

	Requested	Approved
Training	$113,825.00	$113,825.00
Equipment	$6,000.00	$6,000.00
Scholarships	$14,868.00	$14,868.00
Grant Management	$6,735.00	$6,735.00
Program Delivery	$13,469.00	$13,469.00
Grand Total	$154,897.00	$154,897.00

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Colorado Peace Officer Standards and Training

Exhibit B

Equipment

Title	Description	Equipment Category	Equipment Expense	Serial/VIN #/Unique Identifier	Grantee Comments	Approved Amount
Ammunition	Ammunition and UTM ammo for regional training classes.	Ammo/Simmunitions	$5,000.00			$5,000.00
Range Materials	Range Supplies	Firearms	$1,000.00			$1,000.00
			$6,000.00			**$6,000.00**

Colorado Peace Officer Standards and Training

Exhibit B

Scholarships

Title	Description	Expense Backfill Cost	Expense Tuition/Registration Fee	Expense Student Per Diem	Expense Lodging	Expense Training Supplies	Total	Grantee Comments	Approved Amount
Scholarships	Regional scholarships	$0.00	$14,868.00	$0.00	$0.00				$14,868.00
		$0.00	**$14,868.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**		**$14,868.00**

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Colorado Peace Officer Standards and Training

Exhibit B

Class Details

Course ID (if known at time of application)

Form 8

Class Title

Class #1 Handgun/Red Dot Instructor (MS)

Class Description

POST Approved Handgun/Red Dot Instructor

Training Category

Firearms

Start Date (est.)

09/08/2025

End Date (est.)

09/12/2025

Name of Facility

Pueblo Police Department

Hosting Agency

Pueblo Police Department

Class Location City

Pueblo

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Colorado Peace Officer Standards and Training

Exhibit B

Provider Name

Rocky Mountain Gun Works LLC

Instructor Name

Mark Stevens

Anticipated # of Students

20

Estimated Length of Class (# of hrs)

44

Financial Details

Expense Facility Fee

Expense Training Supplies

$5,000.00

Expense Refreshments

$500.00

Expense Instructor Costs

$15,000.00

Expense Backfill Cost

Expense Per Diem

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Colorado Peace Officer Standards and Training

Exhibit B

Expense Lodging

Additional Comments

Total Expense

$20,500.00

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Class Details

Course ID (if known at time of application)

TA0025

Class Title

Class # 2 Level One Traffic Investigation (AIRS)

Class Description

Traffic Accident Investigation

Training Category

Traffic & Crash Investigations

Start Date (est.)

09/15/2025

End Date (est.)

09/19/2025

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College

Class Location City

Colorado Springs

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Colorado Peace Officer Standards and Training

Exhibit B

Provider Name

AIRS

Instructor Name

Pat Cillo

Anticipated # of Students

25

Estimated Length of Class (# of hrs)

40

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

$625.00

Expense Instructor Costs

$8,000.00

Expense Backfill Cost

Expense Per Diem

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Colorado Peace Officer Standards and Training

Exhibit B

Expense Lodging

Additional Comments

Total Expense

$8,625.00

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #3 Mastering Search and Seizure (BG)

Class Description

Search and Seizure Training

Training Category

Investigations (General)

Start Date (est.)

12/02/2025

End Date (est.)

12/03/2025

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State Colleg

Class Location City

Colorado Springs

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Colorado Peace Officer Standards and Training

Exhibit B

Provider Name

Blue To Gold

Instructor Name

Pending

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

16

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

$300.00

Expense Instructor Costs

$9,000.00

Expense Backfill Cost

Expense Per Diem

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Colorado Peace Officer Standards and Training

Exhibit B

Expense Lodging

Additional Comments

Total Expense

$9,300.00

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Colorado Peace Officer Standards and Training

Exhibit B

Class Details

Course ID (if known at time of application)

Pending

Class Title

Class #4 Callbox Leadership (Callbox)

Class Description

Leadership Lecture

Training Category

Leadership

Start Date (est.)

12/09/2025

End Date (est.)

12/09/2025

Name of Facility

Pikes Peak State College

Hosting Agency

Pikes Peak State College

Class Location City

Colorado Springs

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

Colorado Peace Officer Standards and Training

Exhibit B

Provider Name

Callbox Training

Instructor Name

Tyrone Campbell

Anticipated # of Students

30

Estimated Length of Class (# of hrs)

8

Financial Details

Expense Facility Fee

Expense Training Supplies

Expense Refreshments

$150.00

Expense Instructor Costs

$8,000.00

Expense Backfill Cost

Expense Per Diem

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

State of Colorado Intergovernmental Grant Agreement

Cover Page

State Agency

Department of Law, Peace Officer Standards and Training

Grantee

City of Pueblo

Grant Amount

State Fiscal Year 2026 $154,897.00

Total for all State Fiscal Years $154,897.00

Agreement Number

CTGG1 LAAA GT262025000000000001

Grant Issuance Date

The later of the JULY 1, 2025 or the date the State Controller or an authorized delegate signs this Grant Letter

Grant Expiration Date

JUNE 30, 2026

Fund Expenditure End Date

JUNE 30, 2026

Agreement Authority -

Authority to enter into this Agreement exists in § 24-31-303(2)(b), C.R.S., § 24-31-310, C.R.S., and § 42-3-304(24), C.R.S.

Grant Purpose

The Grantee will facilitate training services as identified in Exhibit A (Statement of Work) and Exhibit B (Application and Budget).

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Application and Budget.
3. Exhibit C, Sample Option Letter.

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Colorado Special Provisions in §17 of the main body of this Grant.
2. The provisions of the other sections of the main body of this Grant.

3. Exhibit A, Statement of Work.
4. Exhibit B, Application and Budget.
5. Exhibit C, Sample Option Letter.

Signature Page

The Signatories Listed Below Authorize this Grant

STATE OF COLORADO

Jared S. Polis, Governor

Department of Law

Philip J. Weiser, Attorney General

DocuSigned by:
Tanja Wheeler
D6A26E180E5C46B...

By: Tanja Wheeler, Associate Chief Deputy Attorney General

Date: June 12, 2025

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

Department of Law

Philip J. Weiser, Attorney General

DocuSigned by:
Melissa Moynham
25D34D21D3184DB...

By: Melissa Moynham, Department of Law

State Controller Delegate

Date: June 12, 2025

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Exhibit A, Statement of Work 1

Exhibit B, Budget 1

Exhibit C, Sample Option Letter 2

[redacted]Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

[redacted]Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit A.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum

amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

Definitions

The following terms shall be construed and interpreted as follows:

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

B. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.

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

D. **"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.

E. **"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.

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

G. **"Grant Award Letter"** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

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

I. **"Grant Expiration Date"** means the Grant Expiration Date shown on the first page of this Grant Award Letter.

J. **"Grant Issuance Date"** means the Grant Issuance Date shown on the first page of this Grant Award Letter.

K. **"Exhibits"** exhibits and attachments included with this Grant as shown on the first page of this Grant.

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

M. **"Goods"** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

N. **"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.

O. **"Initial Term"** means the time period between the Grant Issuance Date and the Grant Expiration Date.

P. **"Party"** means the State or Grantee, and "Parties" means both the State and Grantee.

Q. **"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.

R. **"PII"** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; 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 and 24-73-101 C.R.S. "PII" shall also mean "personal identifying information" as set forth at § 24-74-102, et. seq., C.R.S.

S. **"Services"** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

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

Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

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

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

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

X. **"Subcontractor"** means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

Y. **"Work"** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

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

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

[redacted]Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A and Exhibit B. The State shall have no liability to compensate

or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

[redacted]Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, 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 the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

C. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

D. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

E. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State Agency, all violations of State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State 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.

Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

Confidential Information-State Records

A. Confidentiality

Grantee 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 Grantee 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 Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee'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 Grant Award Letter. Grantee 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. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee 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 Grant 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 Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee 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. 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 Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, 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. 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.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. 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 __ on an annual basis Contractor's duty and obligation to certify as set forth in Exhibit __ 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.

Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or

cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

[redacted]Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all

completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statue or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

Dispute Resolution

Except as herein specifically provided otherwise or as, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this **§13**.

Rights in Work Product and Other Information

Grantee 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 Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

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 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.

General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights

and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter 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.

C. Entire Understanding

This Grant Award Letter 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 Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter 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 Grant Issuance Date. Grantee shall strictly 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. 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.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, 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.

K. Accessibility

i. Contractor shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Contractor 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. The State may require Contractor's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Contractor'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.

Colorado Special Provisions (Colorado Fiscal Rule 3-3)

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(2.6), 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.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this 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 (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.

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.

H. Software Piracy Prohibition.

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.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE AMENDING ORDINANCE NO. 10943 TO CORRECT AN ERROR IN THE IDENTIFICATION OF THE PURCHASE ORDER IN SAID ORDINANCE

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an Amendment to Ordinance no. 10943 to correct an error in the identification of the Purchase Order in said Ordinance.

PREVIOUS COUNCIL ACTION:

On May 12, 2025, City Council passed Ordinance 10943 with CEO POGG1 25-1178 attached.

BACKGROUND:

Ordinance 10943 accepted a small dollar grant and budgeting funds for an electric bicycle (e-bike) program to provide transportation alternatives to City of Pueblo employees. Funds were budgeted and appropriated into Project Account CI2457 E-Commute Pueblo. CEO POGG1 25-1178 City of Pueblo was attached to the Ordinance in error. The correct attachment is CEO POGG1 25-692.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the incorrect PO will remain attached to the Ordinance.

RECOMMENDATION:

The Department of Public Works recommends approval of this Ordinance.

ATTACHMENTS:

1. EBikes 2025 07 14 ORDINANCE TO CORRECT ERROR
2. CEO POGG1 25-692 City of Pueblo

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NO. 10943 TO CORRECT AN ERROR IN THE IDENTIFICATION OF THE PURCHASE ORDER IN SAID ORDINANCE

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

All references in Ordinance 10943 to Purchase Order No. POGG, EFAA, 20250000001178 dated March 4, 2025, shall be amended to instead reference Purchase Order No. POGG, EFAA, 202500000692, which Purchase Order is attached hereto and substituted for Purchase Order No. POGG, EFAA, 20250000001178 dated March 4, 2025.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Amendment to implement the policies and procedures 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

STATE OF COLORADO

Office of the Governor
Colorado Energy Office

ORDER

Number: POGG1,EFAA,202500000692
Date: 11/20/24
Description:
Community Access to Electric Bicycles Grant

Effective Date: 11/20/24
Expiration Date: 12/31/25

*****IMPORTANT*****

The order number and line number must appear on all invoices, packing slips, cartons, and correspondence.

BILL TO

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

BUYER

Buyer:
Email:

VENDOR

CITY OF PUEBLO
PO BOX 1427
PUEBLO, CO 81002-1427

Contact: George Andrews
Phone:

SHIP TO

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

SHIPPING INSTRUCTIONS

Delivery/Install Date:
FOB:

VENDOR INSTRUCTIONS

EXTENDED DESCRIPTION

Grantee shall complete the work as outlined in Exhibit A, the Statement of Work, attached hereto and incorporated by reference herein.

CEO Contact: Sarah Thorne at sarah.thorne@state.co.us

Line Item	Commodity/Item Code	UOM	QTY	Unit Cost	Total Cost	MSDS Req.
1			0	0.00	$90,800.00	☐

Description: Grant Commodity

Service From: 11/20/24 Service To: 12/31/25

TERMS AND CONDITIONS

https://www.colorado.gov/osc/purchase-order-terms-conditions

DOCUMENT TOTAL = $90,800.00

Exhibit A - Statement of Work

Community Access to Electric Bicycles Grant Program

I. Project Background and Description

The Grantee was awarded funding as part of the competitive Community Access to Electric Bicycles Grant Program Request for Applications (RFA) in FY24. The Colorado Energy Office (hereinafter called "CEO" or the "State") agrees to provide funding to the City of Pueblo (hereinafter called the "Grantee" or "Pueblo") for its E-Commute Pueblo: Empowering Employees with Electric Bikes program.

The Grantee will implement a program that deploys electric bicycles and accessories using a bike-share deployment model.

- The City of Pueblo will deploy an e-bike share model for low-income City of Pueblo employees.

II. Work Tasks, Deliverables and Timeline

Grantee shall perform the following work tasks and provide the following deliverables to CEO, each subject to CEO's final approval and discretion. It is anticipated that the Grantee shall begin work upon issuance of a Small Dollar Grant Award with CEO. All final deliverables must adhere to the most recent published version of the Colorado Governor's Office of Information Technology (OIT) Accessibility Technical Standards.

Task 1 Project Communication and Administration

- Following issuance of the Small Dollar Grant Award, Grantee shall hold a project kick-off meeting with CEO and agency partners to discuss project scope, activities and milestones, and project schedule, within two weeks of Small Dollar Grant Award issuance.
- Grantee shall submit monthly progress reports to the CEO summarizing work accomplished to date including project status, description of the deliverables and tasks completed during the reporting period, findings or results, unanticipated outcomes or roadblocks, and next steps in the project. If work is behind schedule, a summary of

reasons for delay and a plan of action to bring back on schedule will be included (template to be provided by CEO).
- Grantee shall hold monthly coordination calls with CEO until all e-bikes are deployed and other check in calls as needed.

Task 1 Deliverables and Timeline:

- Kick off meeting agenda one day prior to kick-off meeting and meeting minutes within two days after kick-off meeting.
- Monthly progress reports until all e-bikes are deployed.
- Monthly call summaries within two days of monthly call until all e-bikes are deployed.

Task 2 E-Bikes, Equipment, and Accessories

Grantee shall purchase the following e-bikes and equipment:

Bikes: 20 Momentum Cito E+ Class 2 e-bikes (or similar).

Accessories: Grantee will purchase:

- Bike locks (20)
- Helmets (20)
- Bike lights (20)
- Portable tire pump (20)
- Thorn resistant tubes (60)
- Apple airtags (20)

Equipment: Grantee will purchase:

- Bike Racks (4)
- Storage container

Task 2 Deliverables and Timeline:

- Grantee shall provide a final list of equipment and accessories ordered, along with pricing, including make and model for each within two weeks of all purchases being finalized.

Task 3 Project Work Plan and Schedule

This section details Grantee's approach to the scope of work, including methods, tasks, timeline, and deliverables. Milestone dates are estimates. Grantee shall provide an update as part of the monthly report on how closely activities align with anticipated milestone dates.

Task 3.1 Project Development

The Grantee's project team will collaborate with the City's IT Team to add a webpage advertising the application on the City of Pueblo's website. The application will open in the middle of February to anticipate part time employee summer applications. To ensure the program's success, the identification and recruitment of potential participants will be a critical step. Targeted outreach campaigns will be conducted, with a focus on reaching income-qualified individuals and essential workers. The program will leverage existing City of Pueblo communication channels, community organizations, and partnerships to spread awareness and encourage participation.

Grantee will order the e-bikes, accessories, and other equipment needed for the project.

The Project Team, in collaboration with the City's Legal and Human Resources department, will finalize legal waivers and administrative procedures. This includes indemnification measures, liability insurance, and strategies to offset any potential tax implications for participants.

Task 3.2 E-Bike Deployment

The deployment model is a bike share centered around the City's Parks and Rec Administration Office located at 800 Goodnight Ave. This approach aims to cater to the diverse commuting needs of City of Pueblo workers, particularly those falling within the income-qualified bracket. Annually, approximately 350 seasonal and part-time workers are hired, contributing to various projects contingent on weather conditions. The Parks and Recreation Department, being the largest employer of seasonal employees, stands out in this regard. The bike share program allows these temporary employees to utilize e-Bikes during their term of employment. Under a sliding fee schedule based on their hourly wage and usage, seasonal employees will have access to an e-Bike. Prior to their first day of employment, a bike, lock, and cable will be issued to them, and they will be required to sign a waiver. Charging the e-Bike at home using a conventional outlet, employees are expected to return the bike and lock at the end of their employment, keeping the helmet provided. This sliding fee approach allows employees to contribute gradually, and upon reaching a total contribution of $150, along with an expectation of continued employment, they will assume ownership of the e-Bike.

Recognizing the importance of infrastructure, the City of Pueblo plans to establish strategically placed e-Bike racks near major City employment departments, with a dedicated storage/charging depot. This charging depot, equipped with outlets for electric bicycle riders and other micro-mobility device users, will be strategically placed in City Park. This initiative not only supports e-Bike program participants but also provides an additional amenity for the public, contributing to the overall accessibility of electric transportation.

The chosen site for the charging depot stands as the optimal location, strategically positioned to cater to the diverse needs of City departments. This decision is underpinned by its proximity to key hubs, including Parks and Recreation, Public Works, City Hall, and Human Resources.

Task 3.3 E-Bike Training

The Project Team will record a comprehensive 4-hour training video safety course for participants to watch on their own time before e-Bike deployment, in addition to the option of in-person training. The E-Bike Training Course is designed to provide participants with essential skills and knowledge for confident and safe electric bicycle operation. The training promotes sustainable commuting, enhances riders' confidence, and instills a sense of responsibility for personal and environmental well-being.

Course Modules:

- Introduction to E-Bikes (1 hour)
    - Overview of electric bikes: components and features
    - Understanding the pedal-assist system and its benefits
    - E-bike terminology and common misconceptions
- Safety Essentials (1 hour)
    - Helmet fitting and importance
    - Rules of the road: traffic laws and signals
    - Defensive riding techniques
    - Night riding safety and proper use of lights
- Basic Riding Skills (1 hour)
    - Mounting and dismounting
    - Starting and stopping smoothly
    - Navigating turns and intersections
    - Riding in varied conditions (uphill, downhill, on different surfaces)
- E-Bike Maintenance Basics (1 hour)
    - Overview of e-bike components and their functions
    - Pre-ride safety check: brakes, tires, lights, and battery
    - Simple troubleshooting and quick fixes (e.g., fixing a dropped chain, repairing a flat tire)

Each participant will receive a comprehensive training manual, a checklist for pre-ride inspections, and resources on local biking regulations. Participants will have access to ongoing support. By completing this 4-hour E-Bike Training Course, participants will gain the skills required for safe and enjoyable e-bike commuting, contributing to a culture of sustainable and responsible transportation within the City of Pueblo. Through a well-structured and collaborative approach in the project development phase, the City of Pueblo aims to create a

foundation for a successful e-Bike program that enhances access for income-qualified individuals while promoting sustainability and community well-being.

Task 3.4 Ongoing Support and Maintenance

The maintenance plan involves a comprehensive approach to ensure the longevity, safety, and optimal performance of the e-bikes following their deployment. Quarterly inspections will be conducted on each e-bike as part of routine maintenance. These inspections will identify any wear and tear, damage, for potential issues that may affect the performance of the e-bike. Tune-ups will be implemented at the time of quarterly maintenance, including checks and adjustments to essential components such as brakes, gears, tires, and the motor system. Additionally, battery health checks will be conducted to monitor and assess the condition of e-bike batteries, ensuring they meet specified performance criteria.

In the event of maintenance issues, prompt repairs and replacements will be undertaken to address any issues that may arise during the e-bike's operational life. This proactive approach aims to minimize downtime and ensure that participants experience reliable and efficient transportation. Additionally, this creates a culture of responsibility to care for the asset that empowers participants with the necessary skills for basic e-bike operation and maintenance.

To augment online learning, hands-on workshops and clinics will be organized, allowing participants to acquire practical maintenance skills under the guidance of experienced instructors. Question-and-answer sessions will be facilitated to address participants' concerns and provide clarification on e-bike maintenance and operation.

Educational materials, including comprehensive manuals or guides, will be provided to participants, offering detailed information on e-bike maintenance procedures, troubleshooting steps, and contact information for support. An online platform with instructional videos, FAQs, and additional resources will be established to support participants in learning and refreshing their maintenance knowledge.

Task 3.5 Data Collection

Grantee will collect data from participants via the NREL OpenPATH app. In addition to obtaining quantitative data via this app, qualitative data via three surveys will also be conducted. These will ask participants about their usage of the e-bikes, how they feel their commutes and/or their lifestyles have shifted because of the e-bike, and more. These are proposed to be conducted at the two, six, and twelve-month periods of ownership.

Task 3 Deliverables and Timeline:

- Grantee will provide a description of any ongoing support conducted in the relevant quarterly report.

- Grantee will collect the specified data above and include it in the relevant monthly or quarterly report.

Task 4 Final Report and Quarterly Reporting

Grantee shall submit quarterly reports for one year following e-bike deployment with the first report falling at the beginning of the subsequent quarter and then each following quarter for a total of up to four reports. Reports shall be submitted by the end of the first month of the quarter. Reporting criteria will include, but may not be limited to, the following:

- Quantitative data as identified in section 3
- Qualitative data including data collected through surveys, project anecdotes, and project observations
- Testimonials/Quotes including statements about the project's importance from participants that could be used for communications.
- Summary of Communications including press releases, advertising, or newsletters.
- Final quarterly report shall include a final summary of any key project insights from deployment and one year of data collection.
- At any time, the CEO may determine that additional reporting information is needed and reserves the right to request this information at any time during the reporting period.

Grantee will submit to CEO a project completion report that provides a summary account of the total work performed including all tasks contained in the project work plan. The report shall include:

- Project Summary Narrative: This should summarize the project and its achievements including, project objectives and benefits, if and how they were met, project participants, and anything else about project development and implementation.
- Project Lessons Learned: summarize project challenges and how they were overcome, findings, and recommendations for future projects.
- Financial Status: summary of project expenditures including e-bikes and equipment, administrative costs, and any other project costs.
- Project Communication: Include a description of promotional activities including newsletter, email, or social email content, and photos documenting the project.
- Other Information: Other information as requested by CEO.

Deliverables:

- Up to four quarterly reports – first report is due by end of the first month following the end of the quarter in which e-bikes started to be deployed.
- Final report - due within 30 days after final quarterly report.

Project Deployment Schedule

- November 2024 - January 2025 (Project Development):
    - Finalize program design.
    - Design qualifying employment application
    - Identify and recruit potential participants.
    - Procure e-bikes and equipment, including storage solutions.
    - Promote the program with key stakeholders and constituencies.
    - Prepare for data collection and reporting.
    - Collaborate with partners to ensure legal and HR considerations are addressed.
- February 2025 - April 2025 (Application Process):
    - Launch the application process for both temporary and permanent City workers.
    - Conduct income verification for eligible participants.
    - Communicate selection outcomes to applicants.
    - Provide necessary training on e-bike usage, maintenance, and safety.
- May 2025 - June 2025 (E-bike Deployment):
    - Deploy e-bikes to selected participants.
    - Conduct additional training or orientation sessions for users.
    - Implement GPS tracking system and data collection procedures.
    - Monitor and assess the initial phase of e-bike deployment.
    - Address any emerging issues or concerns.
- July 2025 - September 2025 (Ongoing Support and Maintenance):
    - Continue regular communication with participants.
    - Address any maintenance needs or repair requests.
    - Collect and analyze data on e-bike usage and impact.
    - Conduct periodic check-ins with participants for feedback.
    - Explore opportunities for program improvements based on feedback and data.
- October 2025 Onward (Long-Term Program Sustainability):
    - Evaluate the success and challenges of the program.
    - Explore opportunities for expanding the program to additional participants or areas.
    - Develop strategies for long-term sustainability, considering potential funding sources beyond the grant period.
    - Collaborate with partners, including the Parks and Recreation department, to integrate e-bike program costs into regular budgets.

III. Key Grantee Personnel

Grantee shall immediately notify the State if any of the below Personnel cease to serve. Provided there is a good-faith reason for the change, if Grantee wishes to replace its Key Personnel, it shall notify the State and seek its approval. Such approval is at the State's sole discretion, as the State issued this Agreement in part reliance on Grantee's representations regarding Personnel. Such notice shall specify why the change is necessary, who the proposed replacement is, what their qualifications are, how Grantee plans to ensure quality assurance and quality control of the program, and when the change would take effect. Anytime Personnel cease to serve, the State, in its sole discretion, may direct Grantee to suspend Work until such time as their replacements are approved.

A. Project Team

1. George Andrews, Energy Efficiency Coordinator, City of Pueblo Public Works
2. Dylan Goodman Pueblo Area Council of Governments Transportation Planner
3. Haley Sue Robinson, City of Pueblo Director of Public Affairs
4. Tom Cummings, City of Pueblo Fleet Superintendent
5. Pradeep Diska, City of Pueblo Webmaster
6. Steven Meir, City of Pueblo Director of Parks and Rec

IV. Testing & Acceptance Criteria

CEO shall determine whether deliverables meet the task requirements in this Exhibit A. The Grantee shall provide professional, high-quality deliverables that have gone through an internal quality assurance process. If the deliverables, invoices, and reports are inadequate, the CEO Program Manager will notify the Grantee with a request to correct, modify, or replace as needed.

V. Budget

The maximum amount payable under this Small Dollar Grant Award to Grantee by CEO shall be $90,800 as determined by the State from available funds. Budget may be moved between budget line items without written pre-approval from CEO program manager, up to 10%. Budget line items over 10% may be moved between with written pre-approval from CEO program manager. All budget line item changes less than 10% must be emailed to the CEO program manager and included on the next monthly report.

Descripton	Unit	Qty	Cost	Supported by Grant	Supported by City
Momentum Cito E+ Class 2	EA	20	3,200.00	64,000.00	
Bike Lock, Protector 2 DT Ulock w/ Cable	EA	20	50.00	1,000.00	
Helmet, Giant Path or Comparable	EA	20	47.00	940.00	
Light Set, NiteRider 500 Swift/110 Sabre	EA	20	70.00	1,400.00	
Portable Pump, ParkTool PMp-4.2 or Comp	EA	20	20.00	400.00	
Thorn Resistant Tubes + Spare (3 per bike)	EA	60	51.00	3,060.00	
Apple Airtag, Mount, Install	EA	20	30.00	600.00	180.00
Parks and Rec Storage	LS	1	8,000.00		8,000.00
City Bike Rack	EA	4	300.00		1,200.00
Insurance (property)	EA	100		5,400.00	
Bike Maintence, Quartley	EA	400	1,000.00		20,000.00
Participant Training (4 hours)	EA	20			1,400.00
Charging Depot	LS	1	9,000.00	9,000.00	
Administration	LS	1	5,000.00	5,000.00	
Participant Cost*	LS	1	(4,000.00)		(4,000.00)
TOTAL				**90,800.00**	**26,780.00**
			Grand Total		**$ 117,580.00**
*Participant costs, not to exceed $150 per person, will supplement maintenance costs.					
Maintence Schedule				*Insurance Schedule*	
YR 1: 20 Bikes x 4 times x $4000		*4,000*		*YR 1: 20 Bikes x 12 months x $90*	*1,080*
YR 2: 20 Bikes x 4 times x $50		*4,000*		*YR 2: 20 Bikes x 12 months x $90*	*1,080*
YR 3: 20 Bikes x 4 times x $50		*4,000*		*YR 3: 20 Bikes x 12 months x $90*	*1,080*
YR 4: 20 Bikes x 4 times x $50		*4,000*		*YR 4: 20 Bikes x 12 months x $90*	*1,080*
YR 5: 20 Bikes x 4 times x $50		*4,000*		*YR 5: 20 Bikes x 12 months x $90*	*1,080*
		$ 20,000.00			*$ 5,400.00*
				Training Costs	
				20 users at $17.50 X 4hours	*$ 1,400.00*

The City of Pueblo will contribute the required 10% match and will provide CEO with supporting documentation for this match.

VI. Payment

Payments shall be made in accordance with the provisions set forth in the Small Dollar Grant Award. The State shall pay Grantee the reasonable, allocable, and allowable costs for work performed based on satisfactory progress of the work defined in this Small Dollar Grant Award.

Grantee shall invoice based on completion of deliverables outlined in Section II or based on a time and materials basis, if applicable, according to the task and deliverable budget above.

Grantee shall be compensated only for work and services performed by Grantee and accepted by the CEO pursuant to the terms of this Small Dollar Grant Award. Payment shall also be contingent upon CEO's timely receipt and acceptance of required reports described herein. Grantee shall be reimbursed no more than once a month based on the submission of Grantee's invoice and progress report. The progress report will provide detail of the work performed on each task or deliverable. The progress report shall substantiate the amounts on the invoice for

each task/deliverable. Grantee shall bill by task on an hourly basis for Tasks according to the budget line items and rate tables provided above.

VII. Small Dollar Grant Award Term

The Grantee shall begin work upon the later of the Service From Date as shown on the cover page of this Small Dollar Grant Award or upon Grantee's acceptance of this Small Dollar Grant Award. This Small Dollar Grant Award shall terminate on December 31, 2025, unless sooner terminated or further extended as specified elsewhere herein.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Housing Administrator

SUBJECT: AN ORDINANCE APPROVING AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS BETWEEN COMPASS POINTE, LP, A COLORADO LIMITED PARTNERSHIP, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the City of Pueblo's Affordable Housing Development Agreement with Compass Pointe, LP, for the development of a one-hundred-ninety-two (192) unit affordable housing rental project known as Compass Pointe Apartments.

PREVIOUS COUNCIL ACTION:

On April 28, 2025, Council voted to approve a partial fee waiver for this development, an amount not to exceed $250,000.00.

BACKGROUND:

In May 2025, the Division of Housing and Citizen Services issued a Notice of Funding Availability (NOFA) for the HOME Program. The Division received an application for a 192-unit rental project to be known as Compass Pointe Apartment. HOME funds will assist three (3) of the units. The Project will serve households at 30-80% of the area median income (AMI).

Project costs are approximately $74.2 million, and are being funded through multiple sources:

Source	Amount
Cedar Rapids (Bonds)	$21,800,000.00
Kittle Property Group Sponsor Note	$4,300,000.00
City of Pueblo HOME	$750,000.00
4% Federal Tax Credit Equity	$29,568,295.00

State Affordable Housing Tax Credit Proceeds	$8,530,294.00
City of Pueblo Waived Permit Fees	$250,000.00
Interim Income	$960,000.00
Deferred Developer Fee	$6,011,533.00
DOH CHIF Loan	$2,000,000.00
Total	$74,170,122.00

FINANCIAL IMPLICATIONS:

The City HOME contribution is available in the 251 Fund, and is comprised of HOME grant funds, program income, and City match contributions.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this HOME Loan is not made, the Affordable Housing Project will have to identify additional funding or fail.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Compass Pointe Development Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN AFFORDABLE HOUSING DEVELOPMENT AGREEMENT AND RELATED DOCUMENTS BETWEEN COMPASS POINTE, LP, A COLORADO LIMITED PARTNERSHIP, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, there exists a need for affordable housing in the City of Pueblo; and

WHEREAS, the City of Pueblo receives HOME Investment Partnership Grant funds from the U.S. Department of Housing and Urban Development for the creation and retention of affordable housing; NOW, THEREFORE,

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

SECTION 1.

The City of Pueblo Affordable Housing Development Agreement between Compass Pointe, LP, a Colorado limited partnership and the City of Pueblo, a Colorado Municipal Corporation, (the "Agreement") for the development of affordable housing, and the associated documents, specifically the promissory note, deed of trust, and subordination agreements, (the "Documents") copies of which are attached hereto and incorporated herein, having been approved as to form by the City Attorney, are hereby approved.

SECTION 2.

The $750,000.00 in loan funds are available in Fund 251 and will be dedicated to this Agreement and the associated project.

SECTION 3.

The Mayor is hereby authorized to execute the Agreement and the associated Documents as needed and upon closing of the transaction in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement and Documents by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4.

The Mayor is hereby authorized to execute the construction and permanent financing subordinations to Cedar Rapids and the Colorado Division of Housing, when requested and in the name and on behalf of the City of Pueblo, where the Mayor may execute the subordinations by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 5.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreement and Documents to effectuate the transactions described therein.

SECTION 6.

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 7.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor’s veto.

_____
President of City Council

ATTEST

_____

City Clerk

CITY OF PUEBLO
AFFORDABLE HOUSING DEVELOPMENT AGREEMENT
(RENTAL DEVELOPMENT)

This Agreement is made and entered into this ___ day of July, 2025 (“Effective Date”) by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), Kittle Property Group, Inc., an Indiana Corporation (hereinafter referred to as “Developer”), and Compass Pointe, LP, a Colorado limited partnership (hereinafter referred to as "Owner").

WITNESSETH, that:

WHEREAS, the City has entered into agreements with the U.S. Department of Housing and Urban Development ("HUD"), whereby federal financial assistance may be made available to City on behalf of the Pueblo Consortium ("Consortium"), established under Agreements between City and Pueblo County, Colorado ("County"), as a Participating Jurisdiction for the purpose of expanding the availability of affordable housing pursuant to the HOME Investment Partnerships Act (the “Act”) (42 U.S.C. 12701 et seq.), the Cranston-Gonzales National Affordable Housing Act and implementing regulations, including but not limited to those at 24 CFR Part 92; and

WHEREAS, in accordance with the provisions of the Act and 24 CFR Sections 92.200 and 92.205, a portion of such financial assistance, subject to de-obligation (and subject to appropriation with respect to any assistance payable out of future fiscal year allotments), may be made available to qualifying entities for the purpose of carrying out specific elements of the participating jurisdiction's housing strategy, including new construction of affordable rental housing; and

WHEREAS, Developer has submitted a project proposal for new construction of rental housing to create affordable housing in fulfillment of a portion of the City’s and Consortium’s housing strategy and has been selected to receive a loan for such project; and

WHEREAS, Developer has represented to City and the Consortium that it is willing to undertake its proposed affordable housing project, as set forth in its application, as further amended by this Agreement and the attachments hereto; and

WHEREAS, Developer has formed Owner to assemble the financing, acquire the Property (defined in Section 4(b) below) on which the Project will be constructed, and implement the development plan with Developer’s assistance; and

WHEREAS, based upon Developer's representations, the Consortium and the City believe Developer and Owner are capable or can reasonably be expected to become capable of carrying out said project, and City is willing to allocate federal funds as a loan to Owner for investment in housing to be developed, sponsored, or assisted by Developer which will comply with and fulfill said approved elements of City's housing strategy; and

WHEREAS, Developer has applied for and received from the Colorado Housing and Financing Authority a preliminary reservation of Private Activity Bonds in the amount of $38,500,000, and a reservation of Federal Low-Income Housing Tax Credits in the amount of $3,618,656 to develop this project upon placement of the housing in service; and

WHEREAS, Developer warrants and guarantees that as of the date of execution of this Agreement, all necessary financing has been secured, a budget and schedule has been established, underwriting has been completed, and construction is scheduled to start within twelve months of the agreement date in accordance with the definition of "commit to a specific local project," 24 C.F.R. § 92.2; and

WHEREAS, the City is duly authorized to enter into this Agreement for and on behalf of the Consortium and to undertake all actions required by this instrument.

NOW, THEREFORE, in consideration of the foregoing recitals and the covenants, terms and conditions set forth herein, the parties agree as follows:

1. DEVELOPER SERVICES.

(a) Developer shall, directly or indirectly, in accordance with all applicable federal, state, and local laws and regulations, undertake the construction of a new one hundred ninety-two (192) unit affordable housing project for low to moderate income households, with three (3) of the housing units being assisted hereunder (the "HOME Units"), in furtherance of the Consortium's housing strategy and as approved by the City. The affordable housing project, as described herein, may be referred to as the "Compass Pointe Apartments" or the "Project." Developer may undertake same as the Project sponsor with ownership of the Project to be held by either the Developer or by a limited liability partnership or limited liability limited partnership in which Developer or its affiliate acts as the sole member of the general partner, or by a limited liability company in which Developer is the sole member of the managing member. Developer shall satisfactorily perform and complete, or cause to be performed and completed, all services and items of work, and the furnishing of all labor and materials encompassed within or reasonably necessary to construct all of the improvements for the Project, and accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all of the provisions of this Agreement. Before proceeding with the Project, Developer shall furnish City with all reasonable information which City may request concerning the Project, execute all certifications, security instruments required by this Agreement and applicable laws and regulations, demonstrate eligibility of the Project for assistance under this Agreement and the Act, and obtain the written approval of City's authorized representatives as to the Project, which approval will not be unreasonably withheld. Upon project completion, the HOME Units must meet or exceed the minimum property standards required by 24 CFR 92.251. Owner must continue to maintain the HOME Units in compliance with 24 CFR 92.251 during the period of affordability.

(b) Developer warrants and represents that (i) it has the requisite authority and capacity to perform all terms and conditions on Developer's part to be performed hereunder; (iii) that it is aware of and understands its duty to perform all functions and services in accordance with the

regulatory requirements of 24 CFR Part 92 and those identified in the exhibits hereto; and (iv) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

(c) Time is of the essence hereof. Developer agrees that it shall meet the following deadlines with respect to the Project:

(i) Developer shall obtain satisfactory evidence that the Owner has the financial ability to undertake and construct the Project, including proof that it has secured approval for tax credits, obtained loan commitments for a construction loan and the primary loan permanent financing for the Project, and furnish such evidence to City, on or before July 1st, 2025.

(ii) Developer shall obtain commitments for all required loans on or before June 1st, 2025

(iii) Developer shall commence construction of the Project not later than August 1st, 2025;

(iv) Developer shall substantially complete construction of the Project not later than August 15, 2027; and

(v) Lease-up of the Project shall be accomplished by not later than December 15, 2027.

2. ROLE AND RESPONSIBILITIES OF THE CITY.

Under this Agreement, the City is acting on behalf of the Consortium. Notwithstanding the foregoing, all obligations of Developer under this Agreement shall run directly to City and be fully enforceable by City and in the name of the City. The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement, approval of the Project to be undertaken by Developer hereunder and the disbursement of funds in connection therewith. In the absence of such a designation, the Mayor shall be deemed as City's authorized representative.

3. FINANCIAL ASSISTANCE AND METHOD OF PAYMENT.

(a) Upon execution of all documents required by City, the City will loan to Owner an amount up to that specified in subparagraph (c) of this section as the public investment in the Project assisted under this Agreement. Disbursement of funds to Owner is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Owner has expended funds after July 24, 2025 for eligible approved expenditures with respect to the Project, (ii) that neither Developer nor Owner are in default of any material provision of this Agreement nor applicable law or regulation, (iii) that either Developer or Owner has timely submitted requests for disbursement detailing the eligible draw-down items in a format approved by City, (iv) that either Developer or Owner has certified with each payment or loan draw-down request compliance

with the requirements identified in Exhibits "C" and “D” and that all expenditures for which draw-down is sought were made for and in furtherance of the Project and are an eligible use of federal assistance under the Act, and (v) that City has timely received from HUD sufficient federal assistance under the Act to pay the disbursement hereunder. Neither Developer nor Owner may request disbursement of funds under the Agreement until the funds are needed for payment of eligible costs, and the amount of each request must be limited to the amount needed.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with HUD regulations including but not limited to those at 24 CFR Part 92, as presently promulgated and as same may be revised from time to time in the future. All payments received by Owner hereunder are subject to repayment by Owner, where Owner shall repay all funds that City as a participating jurisdiction would be required to repay as provided in 24 CFR Part 92. If the HOME Units do not meet the affordability requirements or have not been rented to eligible tenants in accordance with Exhibit “A”, such failures shall be a default of this Agreement, any related loan agreement, and the deed of trust (hereinafter referred to as the "Deed of Trust"), and all HOME funds must be returned to City. In case of such default, City may pursue remedies through this Agreement, loan agreements, including any promissory note (hereinafter referred to as the "Promissory Note" or "Note"), and/or the Deed of Trust. Funds provided hereunder for Project may only be used for development costs, as provided in 24 CFR 92.205(d) and 92.206(a), (c) and (d), where such costs can be separated, and funds are only applied to the HOME Units designated for the affordable housing project. Funds committed hereunder meet the requirements of “commit to a specific local project” under 24 CFR 92.504 and 24 CFR 92.2.

(c) The aggregate of all payments made hereunder shall not exceed Seven Hundred, Fifty-Thousand and No/100 Dollars (U.S. $750,000.00).

(d) Upon expiration of the term of this Agreement or upon any prior termination, Developer shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

4. TERM OF AGREEMENT; SECURITY.

(a) Unless sooner terminated, the term of this Agreement, for purposes of making the loan and undertaking the construction and completion of the Project, shall be the Effective Date through the period of affordability, which is estimated to end June 24, 2047; provided however, that with the respect to the Project for which Developer and Owner have received financial assistance under and during the term of this Agreement, Developer and Owner shall have continuing responsibility to comply with the performance, certifications, repayment, nondiscrimination, affirmative marketing, displacement, relocation, acquisition, labor, conflict of interest, housing affordability compliance, recordkeeping, and other requirements of this Agreement, and 24 CFR Part 92 (including, without limitation 24 CFR Sections 92.251, 92.252, 92.350, 92.351, 92.353, 92.354, 92.356, 92.359, and 92.508) which shall survive expiration or termination and remain in effect throughout the required full period of affordability, notwithstanding any prior termination or expiration of this Agreement. As used herein, "period of affordability" shall mean 20 years from the completion of the Project, except that if the assistance

provided hereunder is used in connection with other financing insured by HUD under Chapter II of Title 24, Code of Federal Regulations, the period of affordability shall be the full original term of said mortgage or 20 years, whichever is longer.

(b) The full amount of loan assistance provided to Developer and Owner for the Project pursuant to this Agreement shall constitute an indebtedness of the Owner to City which shall be evidenced by the Promissory Note which shall be due and payable with interest as provided therein and which shall be secured by the following described real property, also the legal description of the property where Project will be constructed, situate in the County of Pueblo, State of Colorado, (the "Property"):

LEGAL DESCRIPTION
Add Legal of New Plat

as evidenced by a Deed of Trust to be executed contemporaneously with said Promissory Note (together the "loan instruments"). The addresses of the Project are:

- Clubhouse (primary Project address): 2620 Oakshire Lane, Pueblo, CO 81001
- Residential Building # 1, 2630 Oakshire Lane, Pueblo, CO 81001
- Residential Building # 2, 2640 Oakshire Lane, Pueblo, CO 81001
- Residential Building # 3, 2650 Oakshire Lane, Pueblo, CO 81001
- Residential Building # 4, 2660 Oakshire Lane, Pueblo, CO 81001
- Residential Building # 5, 2670 Oakshire Lane, Pueblo, CO 81001
- Residential Building # 6, 2680 Oakshire Lane, Pueblo, CO 81001

The loan instruments shall require the Owner to pay to City or holder the indebtedness as and to the extent same becomes due under the provisions of the Promissory Note and this Agreement. Owner shall include terms in said Promissory Note and Deed of Trust stating that the amount of the assistance shall continue as an indebtedness until paid in full, and notwithstanding such payment in full, the affordability restrictions described in this Agreement shall continue in effect and be enforceable for the full period of affordability without regard to the term specified in the Note or Deed of Trust for repayment.

(ii) In order to secure the affordability provisions and other requirements of this Agreement, City may, at any time, require an assignment and transfer of said Note and Deed of Trust.

(c) During the full Term of this Agreement and for the period of affordability, (i) any failure by the Owner to perform any obligation, covenant or provision of the Note or this Agreement required to be performed by the Owner, or (ii) any breach of any warranty made by Developer in this Agreement, or (iii) any other violation of any material term of this Agreement or the Deed of Trust given to secure the Note, shall constitute a default under this Agreement. Upon any such default, the City may demand that Owner repay to City the full amount of assistance provided hereunder, plus interest at the rate of four percent (4%) per annum from and after the date of such default. Owner further agrees that no release of any security for the indebtedness or extension of time for payment of same, or any installment thereof, and no alteration, amendment,

or waiver of any provision of the Note or the Deed of Trust securing same shall in any manner, release, discharge, modify or affect the obligations of Developer or Owner under this Agreement.

(d) City will provide the Owner, through notice to Jeffrey L Kittle (the Owner's managing partner), a copy of any written notice, at 310 E. 96th Street, Suite 400, Indianapolis, IN 46240. City will allow the Owner thirty (30) days after receipt of such notice to cure or cause the cure of any default under this Agreement or the Loan Documents (as hereinafter defined), or such longer period as is reasonably necessary for the Owner to cure non-monetary defaults provided that Owner commences to cure and continues with due diligence. Copies of any and all notices required to be given by the Owner pursuant to this Agreement shall also be sent, in the same manner as such notice is given to the Owner, to the Owner's limited partner (the "Equity Investor") at the following address: US Bancorp Impact Finance, Attention John Lisella, 110 Front Street, Suite 300, Jupiter, FL 33477 The Equity Investor may change its address for receipt of copies of notices by giving notice in writing stating its new address to the City. Commencing on the tenth (10th) day after the giving of such notice, the newly designated address shall be effective for purposes of all such copies of notices required to be sent by the City to the Equity Investor.

(e) Notwithstanding anything to the contrary contained in this Agreement, Equity Investor shall have the right, but not the obligation, to cure defaults of Owner.

5. TERMINATION OF AGREEMENT.

(a) For Cause. This Agreement may be terminated by City for cause, including any nonperformance by Developer or Owner, upon ten (10) days' written notice to Developer or Owner, as applicable, including a statement of the reasons therefor, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Director of Housing and Citizen Services whose decision as to both the grounds for termination and the appropriateness thereof shall be final and binding upon both City and Developer. In accordance with 2 CFR 200.338, cause for termination shall include any material failure by Developer or Owner to comply with any term of this Agreement.

(b) For Convenience. This Agreement may be terminated by City for convenience upon sixty (60) days prior written notice to Developer or Owner or in accordance with the provisions of 2 CFR 200.339. This Agreement shall terminate immediately upon any non-appropriation of funds, or upon any suspension or non-receipt of federal assistance provided to City under the Act, regardless of cause.

(c) Post Termination Procedures. In the event of termination, Developer and Owner shall continue to be responsible for those matters which survive termination identified in Paragraph 4 above, unless City takes over the Project and, in connection therewith, prospectively releases Developer and Owner from one or more specific responsibilities in writing. Additionally, at City's sole option, all property acquired by Developer and Owner with loan funds, all loan funds, program income, and mortgage loans originated with loan funds or by payments therefrom and payments received under such mortgage loans, held, owned or retained by Developer or Owner shall immediately become the sole and separate property of the City, and Developer and Owner shall perform all acts and execute all instruments necessary to transfer and assign such property, funds,

income, and mortgage loans to City. All finished or unfinished documents, data, studies, reports and work product prepared by Developer, Owner, or their agents and assigns under this Agreement or with loan funds shall, at the option of the City, become its property, and Developer or Owner, as applicable, shall be entitled to receive just and equitable compensation only for satisfactory work completed and eligible costs for which compensation has not previously been paid nor reimbursement made.

6. ASSIGNABILITY.

This Agreement shall not be assigned or transferred by Developer or Owner without the prior written consent of the City; provided however, that this limitation shall not be construed to prohibit Developer from undertaking activities under this Agreement with the Owner meeting the requirements of Section 1(a) of this Agreement.

7. CONFLICT OF INTEREST.

HOME Regulation 24 CFR Part 92.356 is incorporated herein by reference, and sets forth applicable laws and regulations that apply to Conflict of Interest. Developer shall avoid all conflicts prohibited by applicable regulations, including but not limited to those set forth in 24 CFR Part 92 as presently promulgated and as same may be revised from time to time in the future.

8. DEVELOPER RECORDKEEPING.

Developer shall maintain records as to the Project work and activities undertaken with assistance hereunder, services provided, reimbursable expenses incurred in connection with the Project and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. Developer agrees to comply with all applicable uniform administrative requirements described or referenced in 24 CFR Part 92. The compliance provisions attached as Exhibit "B" hereto are made a part of this Agreement, and Developer agrees to perform and comply with same. The City, HUD, the Comptroller General of the United States, the Inspector General of HUD, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of Developer and the Owner which relate to this Agreement for the purpose of making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may, at any time during the period of affordability or within five (5) years thereafter, require all of Developer's and the Owner's financial records relating to this Agreement to be turned over to the City.

9. MONITORING AND EVALUATION.

The City shall have the right to monitor and evaluate the progress and performance of Developer and Owner to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with HUD's, City's, and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review Developer’s performance using on-site visits, progress reports required to be submitted by Developer, audit findings, disbursement transactions and contact with Developer as necessary. Developer and Owner shall furnish to the City monthly

or quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Developer and Owner shall fully cooperate with City relating to such monitoring and evaluation.

10. DEVELOPER FILES AND INFORMATION REPORTS.

Developer shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances, activity reports, and program income. These records shall be retained by Developer for a period of five (5) years, except that with respect to the Project undertaken with assistance provided hereunder, such records shall be maintained for the full required period of affordability and for the five (5) years thereafter. Activity reports shall be submitted monthly or quarterly no later than the ninth (9^{th}) day of the month following the end of month or quarter for which the report is submitted.

11. INDEPENDENCE OF DEVELOPER.

Nothing herein contained nor the relationship of Developer and Owner to the City, which relationships are expressly declared to be that of an independent contractor, shall make or be construed to make Developer or the Owner, or any of Developer's or Owner's agents or employees, the agents or employees of the City. Both Developer and Owner shall be solely and entirely responsible for their acts and the acts of their agents, employees, and subcontractors.

12. LIABILITY & INSURANCE.

(a) As to the City, Developer and Owner agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Developer and Owner or by the conditions created thereby. Developer and Owner further agree to indemnify and save harmless the City, its officers, agents, and employees, from and against any and all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property, or based upon or arising out of the performance, nonperformance, or breach of this Agreement by Developer or Owner, or out of any violation by Developer or Owner of any statute, ordinance, rule or regulation.

(b) Developer and Owner agree that each shall procure and will maintain during the term of this Agreement, such insurance as will protect the respective parties from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease, or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Developer and Owner shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million and No/100 Dollars ($1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, and One Million and No/100 Dollars ($1,000,000.00) per occurrence for property damage.

(d) Owner further agrees that it shall procure and maintain, at Owner's expense, hazard and fire insurance upon the property described in the Deed of Trust on an "all risk" form in such amounts as City's Department of Housing and Citizen Services may require, but in any event, for not less than the amount of all liens against the Property and the amount of funds provided to Owner by City pursuant to this Agreement. Owner shall furnish a certificate of insurance certifying such coverage to City's Director of Finance prior to disbursement of any funds to Owner. Both said certificate of insurance and the policy procured by the Owner shall name the City as an additional loss payee.

13. CERTIFICATIONS.

Developer agrees to execute and abide by the certifications contained in Exhibit "D" hereto, which are hereby expressly made a part of this Agreement.

14. PROGRAM INCOME; REVERSION OF ASSETS

(a) Unless otherwise authorized by City in writing in a separate instrument executed after date of this Agreement, all program income shall be returned to City within thirty (30) days of receipt by Developer. In the event City authorizes Developer to retain any portion of program income, it shall only be used to accomplish the work set forth in the Scope of Services, and the amount of loan funds payable by City to Developer shall be adjusted as provided by 24 CFR 92.503.

(b) Upon expiration of the term of this Agreement, or upon any prior termination, Developer shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination together with any accounts receivable attributable to the use of funds provided hereunder.

(c) The HOME Units within the Project and the Property, and any other real property acquired, constructed, or improved in whole or in part with funds provided pursuant to this Agreement shall be used as affordable rental housing within the meaning of 24 CFR 92.252 for the full period of affordability as defined in Paragraph 4 hereof. In the event the Project, the Property or such other property ceases to be so used, Owner shall be in default under the Deed of Trust and Note, and Owner shall immediately pay to City the greater of (i) an amount equal to the current market value of the Project and Property less any portion of the value attributable to expenditures of funds not provided under this Agreement for the construction of the Project or acquisition of, or improvement to, the Property (that is, the calculation of the portion of value

attributable to expenditures not provided by City under this agreement shall be the market value multiplied by a fraction whose numerator is the total Project cost or costs of acquisition determined as of the date of Project completion less the amount of assistance provided by City and whose denominator is the total Project cost or cost of acquisition determined as of the date of Project completion) or, (ii) the remaining principal balance and accrued interest owing under the Note. The affordability requirements apply without regard to the term of any loan or mortgage, repayment of the HOME investment, or transfer of ownership. The use restriction and repayment obligation set forth in this subparagraph shall survive termination or expiration of this Agreement and shall be fully enforceable and subject to collection by City or HUD in accordance with applicable laws. Owner and any transferee shall comply with the requirements of this paragraph and execute a Deed of Trust which shall be and constitute a lien upon the Property and all other real property acquired or improved with funds provided hereunder, and which shall secure the affordability requirements hereunder. City shall have the right of first refusal to purchase the housing before foreclosure or deed in lieu of foreclosure in order to preserve affordability. City will have the authority to and may require specific performance to enforce the terms of this Agreement and any affordability requirements.

(d) In the event City incurs any cost or expense in enforcing the requirements of this Agreement, including but not limited to the requirements of this Paragraph 14, or in bringing any action to recover the amount of any repayment obligation, or, upon assignment of the Note and the Deed of Trust, to foreclose or obtain sale under the Deed of Trust or mortgage instrument, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

(e) To further ensure that the funds provided hereunder do not constitute an investment of more HOME funds than are necessary to provide affordable housing (as required by 24 CFR 92.250(b)), Owner shall retain ownership of the Project for a period of not less than 20 years from and after the completion of the Project. Consequently, in the event the Owner should sell or voluntarily transfer title to the Project, the Property, or other real property or improvements constructed or improved with funds provided pursuant to this Agreement, within 20 years after substantial completion of the Project or said improvements, any loan agreement, Note and Deed of Trust shall provide that the entire indebtedness under the Note shall immediately become due and payable and shall be collected and repaid to City, together with interest thereon at the rate of four percent (4%) per annum from the time of substantial completion until said repayment is made; provided, however, such repayment shall not be required to the extent permitted by federal law, if the City has granted prior written approval of the sale or transfer, and the acquirer of the Property becomes subject to this Agreement, all HOME affordability restrictions, and the obligations of the Owner under this Agreement, the Note, and Deed of Trust have been assigned to and assumed by the purchaser, then Owner shall no longer be indebted to City and the City shall look to the purchaser for performance of any remaining obligations hereunder. If Owner is a limited partnership, nothing in this subparagraph (e), nor in subparagraph (f) of this Paragraph 14, is intended to prohibit a transfer of ownership from Owner to any general partner or limited partner in Owner as long as the transferee remains subject to this Agreement, all HOME affordability restrictions, and the obligations of the Owner under this Agreement, the Note, and Deed of Trust.

(f) It is the intent of the parties that C.R.S. § 38-30-165 and any similar statute hereafter enacted, be preempted under federal law and regulations in order to maintain affordability of the

HOME Units within the Property. Consequently, any loan agreement between City and the Owner and the Note and Deed of Trust executed by the Owner (collectively, the "Loan Documents") shall not be assumable, and the indebtedness shall be due and payable upon sale, transfer, or assignment, or any attempted sale, transfer, or assignment of the Property by the Owner, unless all of the following circumstances are demonstrated to exist: (i) more than 20 years have elapsed since the substantial completion of the Project, (ii) the senior lien holders also consent to assumption of the mortgage or obligation to which the Deed of Trust is subordinate, (iii) the sale of the Property is to a subsequent purchaser who agrees in writing to comply with the affordability requirements of this Agreement and applicable requirements, including those set forth at 24 CFR, 92.252, (iv) the sale price and payment of principal, interest, property taxes and insurance by the subsequent purchaser must permit the HOME Units to remain affordable for the remaining period of affordability specified in this Agreement, with affordability determined by applicable regulations and requirements, and (v) both the City and the holder of the Note expressly consent to assumption of the Owner's obligations under any loan agreement and the Note by the subsequent purchaser prior to sale or transfer, which consent shall be granted only upon the Owner's showing circumstances (i) through (iv) have or will be satisfied.

(g) Notwithstanding anything to the contrary in this Agreement or the Loan Documents, the Owner may transfer its interest in the Project and the Property to Developer without prior consent from the City.

15. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY.

(a) In addition to all procurement requirements otherwise applicable to the Project pursuant to any other provision of this Agreement or pursuant to any requirement of law or regulation incorporated in this Agreement by reference, Developer and Owner shall comply with all requirements of this Paragraph 15.

(b) No improvements shall be undertaken to the Property or other real property with funds (or reimbursement) provided hereunder unless and until: (i) plans and specifications therefor have been prepared by either a registered Professional Engineer in good standing and duly licensed to practice in the State of Colorado or an Architect duly licensed and authorized to conduct a practice of architecture in the state of Colorado; (ii) such plans and specifications have been filed with the City and approved by both the City's designated representative and the City's Director of Public Works; and (iii) all construction contracts for improvements for which funds are provided from City shall have been awarded only after an open, competitive bidding process which has been approved by City's Director of Purchasing and which allows qualified contractors to reasonably participate in the competitive bidding procedures; provided, however, that the open competitive bidding process required herein need not follow the City's procurement requirements for City improvements. Developer or Owner may submit its proposed bidding process to the City for review and approval or disapproval prior to receipt of any funds hereunder.

(c) No disbursement of funds to Developer or Owner shall be made by City hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and Developer or Owner files with City's Director of Housing and Citizen Services

a written request for payment signed by an officer of the General Partner of Owner that certifies (i) that the amounts included in the request for payment have not been included in any prior request for payment, (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefor, and (iii) that the improvements for which payment is sought have been constructed so as to comply with City of Pueblo building codes and Section 8 Housing Quality Standards.

(d) [Reserved]

(e) Every contract for construction of improvements, and all lower tier covered transactions, shall include a requirement that the contractor, subcontractor, or vendor certify that neither it nor its principal is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any federally funded project.

(f) Developer and Owner shall, at Developer's and Owner's sole expense, provide for relocation assistance to persons displaced as a result of the Project, if any, in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and applicable implementing regulations, and in accordance with 24 CFR 92.353.

16. RECOGNITION OF HUD, CITY.

In all printed materials, Project descriptions, and other activities undertaken with funds provided under this Agreement, Developer and/or Owner shall provide recognition that funds have been provided by the U.S. Department of Housing and Urban Development and the City of Pueblo. Recognition shall be accomplished by prominent disclosure of the role of HUD and the City in all such printed materials and Project signage, if any.

17. AFFIRMATIVE FAIR HOUSING MARKETING PLAN.

For all programs assisting five or more households, Developer has established procedures and will take steps necessary to affirmatively further Fair Housing in accordance with City policies, attached hereto in Exhibit "G", and federal regulations codified at 24 CFR 570.487(b) and 24 CFR 92.351, respective of CDBG/HOME funding. Developer has submitted to the City HUD Form 92243, Affirmative Fair Housing Marketing Plan, outlining its strategy to encourage those who are least likely to apply for the services funded by this Agreement.

18. ENTIRE AGREEMENT; AMENDMENTS; COUNTERPARTS.

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto with respect to the Project and supersede all prior written and oral agreements, understandings, or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of the Developer, Owner, and City. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. 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.

19. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

20. SIGNATURES.

The persons signing this Agreement on behalf of Developer and Owner respectively represent and warrant that such persons and Developer and Owner 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 Developer and Owner enforceable against Developer and Owner, as applicable, in accordance with its terms. 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.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Developer, Owner, and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO,
A Municipal Corporation

_____
City Clerk

By: _____
Heather Graham, Mayor

[S E A L]

Date: _____

DEVELOPER:

Kittle Property Group, Inc., an Indiana Corporation

By: _____
Jeffry L Kittle, President & CEO

Date: _____

OWNER:

COMPASS POINTE, LP,
a Colorado limited partnership

By: Jeffrey L Kittle, Manager of General Partner

By: _____
Name, Title

Date: _____

SCHEDULE OF EXHIBITS

Exhibit A	Statement of Project/Scope of Work
Exhibit B	Accounting System Compliance Provisions
Exhibit C	Federal Debarment Certification
Exhibit D	Certifications
Exhibit E	Annual Rent Reporting Form for Monitoring
Exhibit F	Section 3
Exhibit G	Affirmative Fair Housing Marketing Procedures

Also, available on request:

- Technical Guide for Determining Income and Allowances for the HOME Program
- HOME Monitoring Forms

EXHIBIT A
STATEMENT OF PROJECT/SCOPE OF WORK

STATEMENT OF PROJECT AND SCOPE OF WORK:

General Description

The Project will consist of the construction of 192 apartment rental units of which at least 192 units will be subsidized rental housing for low to moderate income households. The HOME funds will be used for the costs associated with the construction of three (3) HOME Units. These HOME Units will be **floating** units for the purposes of accounting for the HOME per unit subsidies and affordability requirements. **Floating** HOME Units will be maintained during the period of affordability, meet the requirements of 24 CFR Part 92, and each substituted HOME Unit will be comparable in terms of size, features, and number of bedrooms to the originally designated HOME Unit.

The Developer agrees to perform the work described under the Project/Work Description of the City HOME application for funding in compliance with all the provisions of this Agreement. The Developer warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on the Developer's part to be performed hereunder.

HOME Units

Based on preliminary budget figures of $74,000,000.00 provided in the Application for HOME funds, and $750,000.00 of available HOME funds, three (3) units must be HOME Units for the affordability period.

The actual per unit HOME subsidy amount is:

1-bedroom (40% AMI) - $200,000

2-bedroom (60% AMI) - $250,000

3-bedroom (60% AMI) - $300,000

.

Rent Limits – 24 CFR 92.252

Rent Limitation. HUD provides the following maximum HOME rent limits. The rent limits apply to the rent inclusive of utilities or the utility allowance. The maximum HOME rents ("High HOME Rents") are the lesser of:

(1) The fair market rent for existing housing for comparable units in the area as established by HUD under 24 CFR 888.111; or

(2) A rent that does not exceed 30 percent of the adjusted income of a family whose annual income equals 65 percent of the median income for the area, as determined by HUD, with adjustments for number of bedrooms in the unit. The HOME rent limits provided by HUD will include average occupancy per unit and adjusted income assumptions.

Additional rent limitations ("Low HOME Rents"). The participating jurisdiction may designate (in its written agreement with the project owner) more than the minimum HOME units in a rental housing project, regardless of project size, to have Low HOME Rents that meet the requirements of this paragraph (b). In rental projects with five or more HOME-assisted rental units, at least 20 percent of the HOME-assisted units must be occupied by very low-income families and meet one of the following rent requirements:

(1) The rent does not exceed 30 percent of the annual income of a family whose income equals 50 percent of the median income for the area, as determined by HUD, with adjustments for smaller and larger families. HUD provides the HOME rent limits which include average occupancy per unit and adjusted income assumptions. However, if the rent determined under this paragraph is higher than the applicable rent under paragraph (a) of this section, then the maximum rent for units under this paragraph is that calculated under paragraph (a) of this section.

(2) The rent does not exceed 30 percent of the family's adjusted income. If the unit receives Federal or State project-based rental subsidy and the very low-income family pays as a contribution toward rent not more than 30 percent of the family's adjusted income, then the maximum rent (i.e., tenant contribution plus project-based rental subsidy) is the rent allowable under the Federal or State project-based rental subsidy program.

The unit composition and initial rent for each HOME Unit per month shall be established according to TABLE 1 (inclusive of the utility allowance; set according to the Section 8 RAD Housing Assistance Payments contract). The HOME units are targeted to serve families below 50% area median income. At a minimum, HOME requires all units designated as HOME Units be occupied by families with incomes below 60% of the Area Median Income (AMI). And, 20% of the designated HOME Units must be occupied by families whose income is below 50% AMI. Income averaging of HOME Units is NOT allowed.

Table 1	HOME Unit Composition and Initial Rent inclusive of Utilities			
Unit Type	Total Monthly Rent Low HOME Limit (inclusive of utility allowances)	Number of HOME Units Reserved for Families Below 50% AMI	Total Monthly Rent High HOME Limit (inclusive of utility allowances)	Number of HOME Units Reserved for Families Between 50% & 60% AMI
One-Bedroom	$956	1	$959	0
Two-Bedroom	$1,147	0	$1,258	1
Three-Bedroom	$1,326	0	$1,626	1
Four Bedroom	$1,480	0	$1,790	0

The total 192 units to be built are as follows:

48 - One-Bedroom units at approximately 722 sq. ft.;
72 – Two-Bedroom units at approximately 952 sq. ft.;
64 – Three-Bedroom units at approximately 1,152 sq. ft.
8 – Four-Bedroom units at approximately 1,309 sq. ft.

Initial distribution of HOME Units are as follows:

1-bedroom (40% AMI) - Floating

2-bedroom (60% AMI) - Floating

3-bedroom (60% AMI) - Floating

Owner is prohibited from charging fees that are not customarily charged in rental housing, except for extra services voluntarily provided by Owner, such as bus transportation or meals.

The Owner shall provide the address (e.g., street address and apartment number) of each HOME Unit no later than the time of initial occupancy.

Violence Against Women Act (VAWA)

VAWA requirements set forth in 24 C.F.R. § 92.359 and 24 CFR part 5, subpart L, apply to rental housing assisted with HOME funds, and therefore apply to this Project. The Developer will comply with these requirements by providing the notification requirements, bifurcation lease requirements, the VAWA lease term/addendum, and will develop and submit to the City a copy of the Emergency Transfer Plan.

Change Orders

Once final development plans have been approved by the City, it is the Developer's responsibility to notify the City of any problems the contractor has in conforming to the accepted plans for any element of the proposed Project prior to construction.

It is the responsibility of the Developer during construction activities to resolve construction problems due to changed conditions or design errors encountered by the contractor during the progress of any portion of the Project. If, in the opinion of the City, the modifications to the accepted plans proposed by the Developer involve significant changes to the character of the work, or to the future contiguous public or private improvements, the Developer shall be responsible for resubmitting the revised plans to the City for acceptance prior to any further construction related to that portion of the Project. Any improvements not constructed in accordance with the accepted plans, or the accepted revised plans, shall be removed and reconstructed according to the approved plans. The City shall be notified of any changes to the originally accepted plans and/or any accepted revised plans.

The Developer shall be in compliance with any "General Notes" found on the accepted plans.

Davis Bacon

Based on the number of HOME Units assisted, compliance with the Davis-Bacon Act **is NOT triggered**.

Section 3 Economic Opportunity

Because this agreement is for an amount greater than $200,000.00, the City's Section 3 Plan must be implemented by the Developer. The Section 3 Compliance Plan is made a part of this Agreement as Exhibit "F." The Compliance Plan must be a part of all bid documents for the Project (contracts and subcontracts), and the Section 3 Clause must be a part of all bid processes and contracts.

The Policies and Procedures for Section 3, which include the Compliance Plan, are available for the Developer's review upon request.

Debarred Contractors

The Developer must ensure compliance with 2 CFR 180 and 2 CFR 200.2424 regarding Debarred Contractors through use of the Federal Debarment Certification, attached as Exhibit "C." Additionally, the Developer shall provide verification of contractor/subcontractor eligibility by providing active, non-excluded, eligibility documentation from the www.sam.gov entity database.

Procurement

Developer will ensure that all procurement transactions are conducted in a manner providing full and open competition consistent with the standards of Title 24 of the Code of Federal Regulations. The bid process must allow for preference to a certified Section 3 business concern.

Environmental Assessment

[Reserved]

Native American Tribal Issues

In the event of an inadvertent discovery (cultural resources and/or human remains), a Stop Work Order on construction activities must be issued and immediate notification provided to the Authority so that notification can be provided to Native American Tribes with an interest in the area. Construction shall cease until proper treatment of cultural resources and/or human remains is achieved and such notification has been provided by the affected tribe to the Authority.

Tenant Selection, Income, and Lease

Owner shall be responsible for tenant selection and for verifying the income of all tenants at the time of application, as well as during the required annual recertification, and providing copies of all pertinent documentation to the City upon request.

1) Timing: The HOMEU must be occupied by households that are eligible as low- income families and must meet the requirements of 24 C.F.R. § 92.252 to qualify as affordable housing. If the housing is not occupied by eligible tenants within six (6) months following the date of Project completion, Owner will submit marketing information and, if appropriate, submit a marketing plan. Owner will repay HOME funds invested in any housing unit that has not been rented to eligible tenants within eighteen (18) months after the date of project completion in accordance with the terms of this Agreement.

2) Income Verification at Occupancy: Owner shall determine tenant income eligibility at the time of initial tenancy by using 24 C.F.R. § 92.203 and Part Five of HUD's income determination schedule. Source documentation must be obtained and verified in accordance with the Part Five income definition. Under this income verification method, income from certain assets must also be included. Guidance on calculating incomes under the Part Five definition shall be provided by the Housing Authority upon request.

   Total income is based on the income of the entire household (not just the primary tenant), as further defined under Part Five income definitions. Further, income is based on anticipated income and shall take into account any expected changes in income to the extent possible.

3) Income Re-certification: Owner shall re-certify annually the income of all current tenants on the anniversary date of each lease. Re-certification at this time can consist of a written statement and certification from the household with regards to current income and household size. The certification must state that the information is complete and accurate and must indicate that source documentation will be provided upon request. An owner of a multifamily project with an affordability period of 10 years or more who re-examines tenant's annual income through a statement and certification in accordance with § 92.203(a)(1)(ii), must examine the income of each tenant, in accordance with § 92.203(a)(1)(i), every sixth year of the affordability period. Otherwise, an owner who accepts the tenant's statement and certification in accordance with § 92.203(a)(1)(ii) is not required to examine the income of tenants in multifamily or single-family projects unless there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income.

4) Tenant Lease: Owner must execute a written lease and Rules of Occupancy statement with every Project tenant covered under this agreement. The lease between a tenant and the Owner shall be for not less than twelve (12) months, unless by mutual written agreement. At no time will a lease be for less than thirty (30) days. The written agreement between the Owner and the tenant for a lease term of less than one (1) year, along with any lease amendments, must be retained in the tenant file. Termination of tenancy may be for cause only. All leases must be written and comply with the terms of 24 C.F.R. § 92.253.

5) Prohibited Lease Terms: The lease between a tenant and the Owner **may not** contain any of the following provisions:

   i. Agreement to be sued or indemnify: Agreement by tenant to be sued, admit guilt, indemnify owner, or consent to a judgment in favor of the Owner in a lawsuit brought in connection with the lease.

   ii. Treatment of property: Agreement by tenant that the owner may seize or sell personal property of household members without notice to the tenant and a court decision on the rights of the parties. (This provision does not apply to disposition of personal property left by a tenant who has vacated a property.)

   iii. Excusing Owner from responsibility: Agreement by the tenant not to hold the Owner or the Owner's agents legally responsible for actions or failure to act, whether intentional or negligent.

   iv. Waiver of notice: Agreement by the tenant that the Owner may institute a lawsuit without

notice to the tenant.

v. Waiver of legal proceedings: Agreement by tenant that the Owner may evict the tenant or household members without instituting a civil court proceeding in which the tenant has the opportunity to present a defense or before a court decision on the rights of the parties

vi. Waiver of a jury trial: Agreement by the tenant to waive any right to a jury trial.

vii. Waiver of right to appeal court decision: Agreement by tenant to waive the tenant's right to appeal or otherwise challenge in court a decision in connection with the lease.

viii. Tenant chargeable with cost of legal actions regardless of outcome: Agreement by the tenant to pay attorney fees or other legal costs even if the tenant wins the court proceeding by the Owner against the tenant. The tenant, however, may be obligated to pay costs if the tenant loses.

Tenant Selection

Prior to any tenancies, the Owner shall adopt written tenant selection policies and criteria and comply with 24 C.F.R. § 92.253.

Monitoring Schedule

The City monitors for compliance with HOME requirements annually. The Owner will be responsible for reporting beneficiary and rent data on each HOME Unit on HOME Monitoring Checklist 6-D (attached as Exhibit "E") throughout each year. Additionally, on-site monitoring to inspect individual HOME Units (a minimum of 20%), review of rent and occupancy requirements, review of the lease in effect and tenant selection policies, and other items noted in this Agreement will be conducted in the first year of this Agreement, and every subsequent year for the duration of the period of affordability.

EXHIBIT B
ACCOUNTING SYSTEM COMPLIANCE PROVISIONS

1. As used in this Exhibit, the term "Developer" shall mean the entity or entities entering into the Agreement with the City of Pueblo, a Municipal Corporation, to which this Exhibit is attached.

2. Developer is subject to and shall comply with the requirements of 2 CFR Part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

3. Developer agrees to maintain Project and accounting records in accordance with generally accepted accounting principles which accurately reflect all costs chargeable to the Project, utilize adequate internal controls, and maintain source documentation for all costs incurred. The City shall have the right to review and approve Developer's account system and internal controls prior to the release of any funds under the Agreement.

4. During the preconstruction and construction phases of the Project, the Developer shall not materially deviate from any approved Project budget unless any proposed major revision thereto has been submitted to City and approved in writing. Change orders of less than $75,000.00 each or $300,000.00 in the aggregate shall not be deemed to be material deviations or major revisions to the Project budget.

5. Nothing in the Agreement or the Exhibits thereto shall obligate City to any third parties nor to any contractors, subcontractors, consultants, suppliers or workmen who have contracted with Developer or provided any materials or services to Developer.

6. The City has the right to periodically perform interim audits and a final audit of the Project and funds provided under the Agreement. Developer shall fully cooperate with City in undertaking any such audit and shall provide a suitable work area for City's audit personnel to inspect and copy records.

EXHIBIT C

FEDERAL DEBARMENT CERTIFICATION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION

INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510*, *Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733).***

****** BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE ******

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____

Organization Name PR/Award Number or Project Name

_____

Name(s) and Title(s) of Authorized Representative(s)

_____ _____

Signature(s) Date

Federal Debarment Certification – continued on following page

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. 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.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded" as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form 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.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-Procurement List.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person

who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

EXHIBIT D
CERTIFICATIONS

The entity entering into this Agreement with the City hereby certifies that the Project will be conducted and administered in compliance with all of the following requirements:

(1) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of Subpart J of 24 CFR 570 and 2 CFR Part 200, as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) HUD environmental criteria and standards [24 CFR Part 51, Environmental Criteria and Standards];

(15) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303(e));

(16) The Endangered Species Act of 1973 (16 U.S.C. 1531 et seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(17) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1272 et seq.) as amended; particularly section 7 (b) and (c) [16 U.S.C. 1278 (b) and (c)];

(18) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(19) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(20) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et seq.); particularly sections 2 and 5;

(21) It will comply with the Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(22) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(23) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(24) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provisions of the HUD 4010 and the Davis Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(25) No CDBG funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed, in accordance with 24 CFR Parts 87 and 91.

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of

Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(26) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. CPD-90-44 EPA/OSHA.

(27) When HOME Investment Partnership Act funds are used, the Subrecipient will comply with implementing regulations and requirements under 24 CFR 92.

OWNER:

COMPASS POINTE, LP,
a Colorado limited partnership

By: COMPASS POINTE GP, LLC,
a Colorado limited liability company, its general partner

By:

_____
Name, Title

Date: _____

EXHIBIT E

Project Name: _____ Owner Name: _____

Project ID: _____ Reporting Period: from _____ to _____

B	C	D	E	F	G	H	I	J	K	
w or High OME Rent Unit?	Tenant Name	No. Pers.	No. BR's	Date of Last Income Cert.	Max Rent	Utility Allowance	Monthly Unit Rent	Tenant's Annual Gross Income	Compliance Y/N?	Unit Status (PJ Only)

Reviewer: _____ Date: _____

EXHIBIT F
CITY OF PUEBLO, SECTION 3 PROGRAM

Developer's HOME Funding Application
Exhibit XII – Section 3 Project Plan

Policies & Procedures
Implementing Section 3
of the Housing & Urban Development Act



An

Orientation Guide
for Contractors, Developers, and Sub-Grantees
doing business with the City of Pueblo

Introduction

This guidebook has been prepared to provide information and guidance to firms and entities receiving housing or community development assistance covered under Section 3 of the Housing and Urban Development Act of 1968. This guidance should outline for recipients how the City of Pueblo through the Department of Housing and Citizen Services shall administer the Section 3 Regulations. This guide should not be treated as a comprehensive recitation of the Section 3 Act and Section 3 Regulations. It is a summary of the pertinent provisions of the Act and Regulations and focuses on the requirements imposed on the Sub-Recipient, Developer, General Contractor, and Subcontractor receiving the requisite amount of Section 3 Funds.

The City of Pueblo reminds each Sub-Recipient, Developer, General Contractor and Subcontractor that it bears the responsibility to familiarize itself with the Section 3 Act and Section 3 Regulations prior to accepting projects covered by Section 3 from the City of Pueblo.

City of Pueblo's Policy Statement

The City of Pueblo, through the Department of Housing & Citizen Services (DHCS) will require recipients of HUD sourced funds to provide employment and contracting opportunities to low- and very low-income persons (as defined in 24 CFR Part 75.5) residing in the City of Pueblo and the greater Pueblo Metropolitan Statistical Area (MSA) and to area businesses meeting the definition of a "Section 3 Business Concern" (as defined by 24 CFR Part 75.5) on all Section 3 Covered Projects. Accordingly, DHCS has implemented policies and procedures to ensure that Section 3 regulations, when required, are followed and shall develop programs and procedures as necessary to implement this policy covering all procurement contracts where labor and/or professional services are provided on a Section 3 covered project, in order to achieve the goals outlined within the City of Pueblo's Consolidated Plan for Housing and Community Development. This policy shall not apply to contractors who only furnish materials or supplies through Section 3 covered assistance. It will apply to contractors who install materials or provide equipment on a Section 3 covered project. There is nothing in the policy that should be construed to require the employment or contracting of a Section 3 resident or business who does not meet the qualifications of the position to be filled or who cannot fulfill the contract requirements.

What is Section 3?

Section 3 refers to Section 3 of the Housing and Urban Development Act of 1968 as amended (12 U.S.C. 1701u) and its implementing federal regulations in 24 C.F.R. 75. The purpose of Section 3 is to ensure that employment and economic opportunities generated by certain financing provided by the U.S. Department of Housing and Urban Development (HUD) is, to greatest extent feasible, directed to low-and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns that provide economic opportunities to low- and very-low income persons.

The City of Pueblo has set forth policies and procedures to ensure that employment and economic opportunities generated by Section 3 covered projects, to the greatest extent feasible, are directed to low- and very low-income persons and business concerns.

What Projects are Section 3 Covered Projects?

Section 3 policies are applicable to all **HUD sourced construction projects or HUD sourced construction financing** when the total amount of assistance to the project exceeds a threshold of **$200,000** related to:

- Housing rehabilitation and housing construction; and
- Other public construction funded by HUD programs to provide community development financial assistance.

Section 3 policies also apply to HUD sourced **lead hazard reduction projects** or financing when the total amount of assistance to the project exceeds a threshold of **$100,000**.

Who are Section 3 Workers?

Section 3 worker means any worker who currently fits or when hired within the past five years fit at least one of the following categories, as documented:

- Participants in YouthBuild Programs; or,
- The worker is employed by a Section 3 business concern; or
- The worker's income for the previous or annualized calendar year is below the annual income limit established by HUD, currently:

Pueblo County	1
Section 3 Worker 2022 Annual Income	$46,050

Commented [A1]: Melissa to update

Targeted Section 3 worker means:

- A Section 3 worker employed by a Section 3 business concern; or
- A Section 3 worker who currently fits or when hired fit at least one of the following categories, as documented within the past five years (effective date 11/30/2020):
  - (i) Living within the service area or the neighborhood of the project (within one mile of the project or an area sufficient to encompass a population of 5000 people; or
  - (ii) A YouthBuild participant.

What is a Section 3 Business Concern?

A business meeting at least one of the following criteria, documented within the last six-month period:

- Is a business that is 51% or more owned and controlled by low- or very low-income persons; or
- Is a business that is 51% or more owned and controlled by current public housing residents or residents who currently live in Section 8-assissted housing; or
- Over 75% of the labor hours performed for the business over the prior three-month period were performed by Section 3 workers.

Section 3 Employment and Contracting Goals

The City of Pueblo / Pueblo Consortium provides HOME funds from the U.S. Department of Housing and Urban Development (Federal funds) which must comply with Section 3 of the Housing and Urban Development Act of 1968, as amended. Section 3 requires that economic opportunities that are generated by the use of Federal funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

Section 3 establishes employment benchmark goals of:

- **25% of total labor hours worked by Section 3 workers, and**
- **5% of total labor hours worked by Targeted Section 3 workers.**

These procedures summarize the requirements of Section 3 and describe how the City of Pueblo and the Pueblo Consortium implement the requirements. The procedures outline what the City/Consortium and its housing partners must do to comply with Section 3 and identify the record-keeping and reporting requirements that funded entities must collect and maintain.

The Section 3 implementing regulations, 24 CFR part 75, can be found at www.ecfr.gov.

Section 3 applies to Section 3 projects funded by the City of Pueblo and the Pueblo Consortium as follows [24 CFR 75.3(a)(2)(i)]:

A Section 3 project means housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of $200,000. A lower assistance threshold of $100,000, applies when assistance from the Lead Hazard Control and Healthy Homes programs, as authorized by Sections 501 or 502 of the Housing and Urban Development Act of 1970 (12 U.S.C. 1701z- 1 or 1701z-2), the Lead-Based Paint Poisoning Prevention Act (42 U.S.C 4801 *et seq.*); and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 *et seq.*). The project is the site or sites together with any building(s) and improvements located on the site(s) that are under common ownership, management, and financing.

For projects with HOME assistance exceeding the threshold limits, Section 3 applies to the entire project, whether the project is fully or partially assisted with HOME funds [24 CFR 75.3(a)(2)(iii)].

Section 3 requirements do not apply to material supply contracts [24 CFR 75.3(b)].

Section 3 Employment and Training

Recipient is defined as the entity receiving HOME funds and/or a HOME commitment in excess of the threshold amount. $200,000 for most HUD programs and $100,000 for activities funded through the Office of Lead Hazard Control and Healthy Homes.

To comply with Section 3 regulations, the Recipient must, to the greatest extent feasible, ensure employment and training opportunities arising in connection with the Section 3 project is provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the project is located [24 CFR 75.19(a)(1)].

Where feasible, priority for opportunities and training should be given to [24 CFR 75.19(a)(2)(i-ii)]:

- Section 3 workers residing within the service area or the neighborhood of the project, and
- Participants in YouthBuild programs.

Section 3 Contracting

To comply with Section 3 regulations, the Recipient must, to the greatest extent feasible, ensure contracts for work awarded in connection with Section 3 projects are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the project is located [24 CFR 75.19(b)(1)].

Where feasible, priority for contracting opportunities should be given to [24 CFR 75.19(b)(2)(i-ii)]:

- Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project, and
- YouthBuild programs.

Section 3 Reporting requirements

To comply with Section 3 regulations, the Recipient must report [24 CFR 75.25(a)]:

- The total number of labor hours worked;
- The total number of labor hours worked by Section 3 workers; and
- The total number of labor hours worked by Targeted Section 3 workers.

The labor hours reported must include the total number of labor hours worked on a Section 3 project, including labor hours worked by any subrecipients, contractors and subcontractors [24 CFR 75.25(a)(3)].

In order to meet Section 3 reporting requirements, Recipients may report labor hours by Section 3 workers and Targeted Section 3 workers from professional services without including labor hours from professional services in the total number of labor hours worked for the project [24 CFR 75.25(a)(4)].

Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)]

If the Recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks (see Form S3c).

Section 3 Contract Provisions

Recipients must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project [24 CFR 75.27(a)] (see Form "Additional Reporting").

Section 3 business concern means (24 CFR 75.5):

(1) A business concern meeting at least one of the following criteria, documented within the last six- month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Section 3 worker means (24 CFR 75.5):

(1) Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Targeted Section 3 worker means [24 CFR 75.21(a)]:

A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or

(ii) A YouthBuild participant.

Penalties

In the event the developer fails to meet its commitments and cannot demonstrate to the City of Pueblo or the Pueblo Consortium's satisfaction that good faith efforts have been made to fulfil their commitments, it shall be subject to penalties for non-compliance as enumerated in the construction documents or the Affordable Housing Development Agreement between the Consortium member and the developer. A penalty for non-compliance up to 5% of loan/grant amount may be assessed per the Affordable Housing Development Agreement. A penalty of debarment may additionally be imposed by the City of Pueblo or Consortium member.

Exhibits to Section 3 Policies and Procedures

Form	Description	
S3a	Certificate of Section 3 Compliance and Section 3 Clause S3b	Parties Involved Form
S3c	Weekly Hours Worked Certification	
S3d	Section 3 Worker Certification	
S3e	Section 3 Business Certification	

CITY OF PUEBLO / PUEBLO CONSORTIUM
CDBG / HOME INVESMENT PARTNERSHIP FUND

SECTION 3 CERTIFICATION

PURPOSE, AUTHORITYAND RESPONSIBILITY

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that promotes local economic development and individual self-sufficiency.

Section 3 requires that, to the greatest extent possible, economic opportunities that are generated by the use of HUD funds be made available to low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended. Section 3 established benchmark goals for (a) 25% of total labor hours worked by Section 3 workers; and (b) 5% of total labor hours worked by Targeted Section 3 workers.

_____ (hereinafter called the Recipient/Contractor) hereby **CERTIFIES** that upon being awarded a contract to participate in the following HUD-funded project:

_____ (the "Project")

located at:_____,

that the Recipient/Contractor:

(a) is under no contractual or other impediment that would prevent it from complying with requirements of Section 3 as set forth in 24 CFR part 75; and

(b) will comply with HUD's regulations in 24 CFR Part 75; and

(c) will submit to the City of Pueblo or Pueblo Consortium Member, appropriate Section 3 documentation of total labor hours performed per contractor/subcontractor, certifications of Section 3 workers, and confirmation of Section 3 business concerns and YouthBuild participants; and

(d) will include the Section 3 Clause and this Section 3 Certification of Compliance in every subcontract and further agrees to take the appropriate action pursuant to those regulations in the event the contractor/subcontractor is found to be in violation of 24 CFR Part 75; and

(e) will not contract/subcontract with any contractor/subcontractor where the Recipient/Contractor has notice or knowledge that the contractor/subcontractor has been found in violation of any provision of 24 CFR Part 75.

By: _____ Authorized Representative's Signature

Name and Title: _____

Date: _____

Section 3 Clause

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive Federal financial assistance for housing and those residing in communities where the financial assistance is expended.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.

C. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.

D. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

Form S3b
Recipient must complete this form and submit to Consortium.

Parties Involved Form

Project Name

Owner Name	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

Developer	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

GC	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

Subcontractor	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

Subcontractor	
Contact Name	
Email Address	
Address	
City, State, Zip	
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Subcontractor	
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City, State, Zip	
Phone	

Subcontractor	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

Subcontractor	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	

Form S3c (Page 1 of 3) Each Contractor, Subcontractor, Lower-tier Subcontractor must complete this form and submit to Recipient, who in turn submits to Consortium.
Note: Form must be completed for each pay period of the Project.

city of PUEBLO colorado

Section 3 Weekly Hours Worked Report

Date:		**Contractor:**	
Pay Period:		**Address:**	
Project:		**City:**	
Address:		**State:**	
City:		**Zip Code:**	

Employee	Emp. No.	Section 3 Worker (Yes/No)	Targeted Section 3 Worker (Yes/No)	Total Hours Worked on the Project during Pay Period	Section 3 Hours Worked	Targeted Section 3 Hours Worked	Sec 3 %	Targeted Sec. 3 %
Totals								

Signature:		Date:	

Definitions

Section 3 worker means (24 CFR 75.5):

(1) Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD.

(ii) The worker is employed by a Section 3 business concern.

(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Targeted Section 3 worker means [24 CFR 75.21(a)]:

A Targeted Section 3 worker for housing and community development financial assistance means a Section 3 worker who is:

(1) A worker employed by a Section 3 business concern; or

(2) A worker who currently fits or when hired five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented within the past five years:

(i) Living within the service area or the neighborhood of the project, as defined in § 75.5; or

(ii) A YouthBuild participant.

Section 3 business concern means (24 CFR 75.5):

(1) A business concern meeting at least one of the following criteria, documented within the last six- month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)]

If the Recipient's reporting indicates the Section 3 benchmarks have not been met, the Recipient must report on the nature of activities pursued in the absence of not meeting Section 3 benchmarks. In the absence of not meeting Section 3 benchmarks, the Recipient made efforts including (check all that apply and provide documentation of effort(s)):

Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.

Provided training or apprenticeship opportunities.

__ Provided technical assistance to help Section 3 workers compete for jobs (*e.g.,* resume assistance, coaching).

__ Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.

__ Held one or more job fairs.

__ Provided or referred Section 3 workers to services supporting work readiness and retention (*e.g.,* work readiness activities, interview clothing, test fees, transportation, child care).

__ Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.

Assisted Section 3 workers to obtain financial literacy training and/or coaching.

Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.

Provided technical assistance to help Section 3 business concerns understand and bid on contracts.

Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.

__ Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.

Additional Reporting if Section 3 Benchmarks are not met [24 CFR 75.25(b)] (Cont.)

__ Promoted use of business registries designed to create opportunities for disadvantaged and small
businesses.

__ Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2)
of the Workforce Innovation and Opportunity Act.

__ Other, please describe:_____

By signing this document, as an authorized employee of the Recipient, I certify the above efforts are true and accurate to the best of my knowledge and belief.

_____

Recipient Signature Date

Section 3 Worker Certification

Employee Name Project Name

Employee's Address City State Zip

Section 3 worker means (24 CFR 75.5):

(1) Any worker who currently fits or when hired within the past five years (time period only goes back to the 24 CFR 75 effective date of 11-30-2020) fit at least one of the following categories, as documented:

(i) The worker's income for the previous or annualized calendar year is below the income limit established by HUD (see the following income limits).
(ii) The worker is employed by a Section 3 business concern.
(iii) The worker is a YouthBuild participant.

(2) The status of a Section 3 worker shall not be negatively affected by a prior arrest or conviction.

(3) Nothing in this part shall be construed to require the employment of someone who meets this definition of a Section 3 worker. Section 3 workers are not exempt from meeting the qualifications of the position to be filled.

Pueblo County 2022 Income Limit	
Section 3 Worker's Annual Income	$46,050

By signing this document, I certify that I am a Section 3 worker because I fit into one or more categories listed above.

Signature Date

Section 3 Business Certification

If your business meets at least one of the categories listed below, please complete this form.

Business Name

Business Address City State Zip

Contact Name Email Phone

Section 3 business concern means (24 CFR 75.5):

(1) A business concern meeting at least one of the following criteria, documented within the last six- month period:

(i) It is at least 51 percent owned and controlled by low- or very low-income persons;

(ii) Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or

(iii) It is a business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

(2) The status of a Section 3 business concern shall not be negatively affected by a prior arrest or conviction of its owner(s) or employees.

(3) Nothing in this part shall be construed to require the contracting or subcontracting of a Section 3 business concern. Section 3 business concerns are not exempt from meeting the specifications of the contract.

By signing this document, I certify

is a Section 3 business concern because it fits into one or more categories listed above.

Signature

Title
Date

EXHIBIT G

City of Pueblo
Department of Housing and Citizen Services

Affirmative Fair Housing Marketing Procedures

It is the policy of the Department of Housing and Citizen Services to administer its housing programs affirmatively, as to achieve a condition in which individuals of similar income levels in the same housing market area have a like range of housing choices available to them regardless of their race, color, religion, sex, sexual orientation, handicap, familial status or national origin. Each applicant for participation in the Department's housing programs shall pursue affirmative fair housing marketing policies in soliciting buyers and tenants, in determining their eligibility, and in concluding sales and rental transactions.

METHODS AND PRACTICES FOR INFORMING THE PUBLIC

In order to inform the public, owners, and prospective tenants about federal fair housing laws and the City's affirmative marketing policies, the developer will include the Equal Housing Opportunity logotype and/or slogan, and a logotype and/or slogan indicating equality, non-discrimination, and equal access, in all press releases, solicitations, and program information materials.

The City shall develop an outreach plan each year, which will include, singularly or in combination, advertisements in local newspapers, public service announcements, distribution of fair housing brochures at relevant events, community presentations, or other outreach activities to inform the community about fair housing rights and responsibilities.

REQUIREMENTS AND PRACTICES FOR OWNERS

All developers who receive funds from the City are required to enter into loan and regulatory agreements with the City prior to receiving any funds. These agreements are designed to bind the recipients to all of the program requirements, including the affirmative fair marketing procedures. Developers receiving federal funds are required to create units that are accessible to people with disabilities. At least five percent of the new units must be accessible to people with mobility impairments and at least two percent must be accessible to people with hearing or vision impairments.

In addition to Federal laws requiring units for people with physical disabilities, Fair Housing laws require owners to make reasonable accommodations or modifications for people with all types of disabilities. In doing so, recipients are required to make and pay for structural modifications to dwelling units and common areas when needed as a reasonable accommodation for tenants or applicants with disabilities. In such cases where providing a requested accommodation would result in an undue financial and administrative burden, developers are required to take any other action that would not result in an undue burden.

Recipients must submit proposed marketing and management plans on the form HUD-935.2(a) for multifamily projects or 935.2(b) for single-family projects, along with supporting documentation to the City for review and approval. Prior to commencing marketing activities, owners will be required to meet with City staff to review the proposed marketing strategy to ensure that

affirmative marketing efforts will be employed.

Management plans must include policies for ensuring reasonable accommodation for persons with disabilities. Management plans must also contain policies and provisions for recordkeeping and monitoring.

Marketing plans must include information on strategies for reaching persons and groups not likely to apply including, but not limited to, households with a disabled member. Marketing plans must also include procedures for ensuring that accessible units are occupied by people with disabilities who require accessible features, as described below.

Marketing plans must include the use of the fair housing logotype and/or slogan, and use of a logotype and/or slogan and fair housing posters must be displayed at the project rental or sales office. Owners are required to advertise in newspapers of general circulation, and to provide notice to community groups when units become available.

Marketing strategies must include use of a welcoming statement to encourage people with disabilities to apply for units, as well as a description of available units, accessible features, eligibility criteria, and the application process.
Marketing plans must indicate that qualified applicants with disabilities who request accommodations shall receive priority for the accessible units. Open houses and marketing offices must be accessible to allow disabled persons to visit the site and retrieve information about accessible units.

PROCEDURES FOR OUTREACH TO PERSONS LEAST LIKELY TO APPLY

Owners are required to engage in special outreach to persons and groups in the housing market area who, in the absence of such outreach are not likely to apply for the housing. In determining what special outreach is needed, Owners should take into account past patterns of discrimination, the racial and ethnic makeup of the neighborhood, language barriers, location, or other factors that might make it less likely that some persons and groups (a) would be aware of the availability of the housing or (b) would be likely to apply for the housing.

In particular, owners are required to advertise in media, which are reasonably likely to reach such targeted groups, and to provide notice to community organizations, fair housing agencies, and other similar organizations. A list of local disability organizations and community development boards will be provided by DHCS upon request. Multilingual advertising is encouraged where such efforts would result in reaching persons and groups not likely to apply.

SPECIFIC PROCEDURES FOR ENSURING THAT ACCESSIBLE UNITS ARE OCCUPIED BY PEOPLE WITH DISABILITIES WHO REQUIRE ACCESSIBLE FEATURES

Outreach by owners to the community shall include the distribution of notices describing:

- the availability of all units;
- specific information regarding the availability and features of accessible units;
- eligibility criteria; and
- application procedures.

All application forms shall include information indicating that people with disabilities requiring accessible features shall receive priority for accessible units. The application must include a section to be filled out by any applicant requesting an accommodation with details on

the applicant's special needs for accessible features or other accommodations. Under no circumstance should an applicant be required to disclose a disability unless requesting an accommodation. This will allow developers to provide, upfront, any necessary accessible features and/or accommodations for those people requesting accommodations.

Owners shall take reasonable nondiscriminatory steps to maximize the utilization of accessible units by eligible individuals whose disability requires the accessibility features of the particular unit. To this end, any vacant, accessible unit should first be offered to a current, disabled tenant of the same project or comparable project under the owner's control.
The disabled occupant must require the features in the vacant unit and must be occupying a unit not having such features. If no such occupant exists, the developer shall then offer the unit to a qualified applicant on the waiting list who has a disability requiring the accessibility features of the unit.

Furthermore, when offering an accessible unit to applicants without disabilities, the owner may require such applicants to agree to move to a non-accessible unit when one becomes available or when the accessible unit is needed by a disabled household. Such an agreement may be incorporated into the lease.

***Note*:** An owner may not prohibit an eligible family with a member who has a disability from accepting a non-accessible unit, which may become available before an accessible unit. Owners are required to modify such a non-accessible unit as needed or move a disabled household into a unit that can be altered, unless the modifications would result in an undue financial and administrative burden or alteration in the nature of a program. All applicants should be provided information about how to request a reasonable accommodation at the time they apply for admission and at every recertification.

RECORDKEEPING AND MONITORING

Owners must maintain records for at least five years regarding marketing and tenant selection practices. Upon request, Owners are required to submit to the City copies of all advertisements indicating the date the advertisements were placed and the media outlets which were used.
Owners must also provide copies of notices sent to community groups and a listing of those groups to which notices were sent. Owners must maintain records regarding the characteristics of persons applying for vacant units, and the characteristics (including race and familial status) of persons actually selected for the units. Owners' records must also include the number, location, and description of accessible units, and success in filling such units with people who need accessible features or other accommodations. In addition, Owners should document any reasonable accommodations made to, or requested by, tenants during the reporting year.

As part of the City's monitoring of assisted housing developments, the City will review the Owners' records to verify that each qualified household living in an accessible unit has at least one household member who needs the accessible features of the unit.

The duration of monitoring of Affirmative Fair Housing Marketing (AFHM) Requirements varies with each housing program. For homeownership programs, AFHM requirements apply through the completion of initial sales transactions on units covered by the approved AFHM plan. For assisted rental housing, AFHM requirements apply throughout the term of the loan and regulatory agreements, including those periods when the project does not maintain sustaining occupancy.

ANNUAL SURVEY AND CERTIFICATION

Housing providers should complete an annual survey and certification regarding its AFHMP and submit it to the City. The Annual Survey and Certification must respond to all of the following:

1. A current Affirmative Fair Housing Marketing Plan (AFHMP) (Form HUD-935.2A) is required of all City-assisted housing projects.
    a. What is the date of the current AFHMP on file?
2. Does your site office / web site have the Equal Opportunity logo and statement posted?
3. How many units are currently vacant or have given notice to vacate?
4. How are vacant units advertised?
5. In the last year, have any applicants for units been rejected?
    a. If yes, please provide reasons for rejection.
    b. Did any rejected applicants have Housing Choice Vouchers (Section 8) or other rental subsidy sources of income?
6. In the last year, have any residents been evicted?
    a. If yes, provide list of evicted households including building and unit number and reasons for eviction.

Project Name:
Project Address:

Owner Name:
Owner Address:

Signature of Owner or its Agent / Representative: Date:
Printed name and Title:

ASSESSMENT OF SUCCESS AND CORRECTIVE ACTIONS

The City will review records maintained by owners to ensure that Affirmative Fair Housing Marketing requirements are being met. Where the characteristics of applicants are significantly different from the make-up of the City's population (i.e., in cases where specific groups are over-represented or under-represented), the City will examine in more detail the owner's actions to determine if a violation of the requirements has occurred.

The City employs a variety of corrective actions. Initially, owners who have not fully complied with the requirements are directed to engage in targeted marketing efforts to reach groups not initially reached. In cases where owners refuse to comply with the affirmative fair marketing procedures, the City may take additional actions to secure performance under the loan agreement, including declaring the loan in default and recapturing the funds.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 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 AMENDING APPROPRIATIONS AND COMPILING PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS AND CAPITAL PROJECTS FUNDS, FOR THE FISCAL YEAR 2024 AND AMENDING THE BUDGET FOR THE YEAR 2024

SUMMARY:

Attached is an Ordinance amending the original 2024 budget Ordinance to incorporate changes made through the year.

PREVIOUS COUNCIL ACTION:

Ordinance 10608, passed and approved by the City Council on November 27,2023, adopting the Budget for the fiscal year 2024.

BACKGROUND:

In November of 2023, the City Council adopted the annual budget for the year 2024. During the year, due to various operational changes, the City Council adopted several Ordinances and Resolutions amending that budget. This Ordinance also incorporates changes and corrections as dictated through the year-end closing process, as well as adjustments to departmental budgets as necessary. This Ordinance accumulates all of these items into one summary Ordinance, which reflects the final revised Budget for the year 2024. For the General Fund, the sum of the budget amendment for the year 2024 is $ 2,078,781.

FINANCIAL IMPLICATIONS:

This action summarizes previously approved council and administrative changes to the budget and makes additional budget changes as needed.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

1. 2024 Year end adjust budget reconciliation

ORDINANCE NO.

AN ORDINANCE AMENDING APPROPRIATIONS AND COMPILING PREVIOUS AMENDMENTS TO THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS AND CAPITAL PROJECTS FUNDS, FOR THE FISCAL YEAR 2024 AND AMENDING THE BUDGET FOR THE YEAR 2024

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

SECTION 1.

The budget for the fiscal year 2024 with amendments made thereto by the City Council, the original of which is on file with the Director of Finance, is incorporated herein in full, and hereby approved.

SECTION 2.

The General Fund Revenue for Fiscal Year 2024 is hereby amended as follows:

SOURCE	ORIGINAL BUDGET	FINAL AMENDED BUDGET
Taxes	$105,296,753	$105,296,753
Licenses & Permits	$1,075,900	$1,075,900
Intergovernmental	$3,261,500	$3,261,500
Charges for Services	$4,980,481	$4,980,481
Fines & Forfeits	$1,536,350	$1,536,350
Other Revenue	$2,354,500	$2,354,500
Transfer In	$3,930,145	$3,930,145
Fund Balance	$10,742,023	$12,820,804
General Fund Total	**$133,177,652**	**$135,256,433**

SECTION 3.

The General Fund Appropriation by Department for the Fiscal Year 2024 is hereby amended as follows:

SOURCE	ORIGINAL BUDGET	FINAL AMENDED BUDGET
General Government	$19,161,803	$19,039,594
Police	$38,226,969	$36,726,989
Fire	$25,336,721	$25,334,221
Public Works	$10,246,462	$9,889,574
Parks	$8,301,987	$8,301,987
Non-Departmental	$9,026,574	$9,296,283
Transfers Out	$22,877,136	$26,667,784

General Fund Total	**$133,177,652**	**$135,256,433**

SECTION 4.

SECTION 4.

The estimated Revenues as well as the budgeted Expenditures of the Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds, and Capital Project Funds for the Fiscal Year 2024 are hereby amended as follows:

SOURCE	ORIGINAL BUDGET	FINAL AMENDED BUDGET
Intergovernmental	$6,723,469	$15,966,662
Other Special Revenue	$507,756	$643,665
Special Charges	$6,006,856	$6,848,606
Stimulus Grants	$79,614	$79,614
HUD Grants	$2,730,000	$14,911,930
Public Improvements	$13,038,459	$115,375,966
Police Safety Tax	$5,055,733	$7,834,179
Special Districts	$715,746	$744,597
Debt Service	$3,069,555	$3,184,686
Economic Development	$15,212,333	$33,164,459
Fire Department Buildings	$0	$35,105,000
Elmwood Golf Course	$1,820,161	$2,235,753
Walkingstick Golf Course	$1,476,300	$1,745,608
Honor Farm	$132,898	$132,898
Memorial Hall	$2,249,278	$2,249,278
Memorial Airport	$2,367,207	$15,153,326
Pueblo Transit	$6,740,134	$10,549,644
Parking Facilities	$800,214	$925,566
Wastewater Enterprise	$31,935,264	$79,656,491
Stormwater Utility	$6,988,382	$19,271,470
Street Repair	$0	$1,303,091
Internal Service	$20,901,225	$20,901,225

SECTION 5.

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

SECTION 6.

No expenditures shall be made, or warrants issued against any monies appropriated, except in strict conformity with the Charter of the City of Pueblo and in accordance with the provisions of this Ordinance.

SECTION 7.

This Ordinance shall become effective on the date of the 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

RECONCILIATION OF BUDGET ADJUSTMENT
FINAL BUDGET - 2024

FUND	ORIGINAL	ADJUSTED	DIFF
General Fund (101)	**133,177,652**	**135,256,433**	**2,078,781**
Ord 10655 Energy Performance Contract			125,000
Ord 10673 Mariposa Center for Safety			71,500
Ord 10676 Fire Station 1 Land Procurement			160,000
Ord 10683 New Signage for MLK Bypass			40,000
Ord 10688 HARP Project			1,000,000
Ord 10800 Human Soc of Pikes Peak Region			100,000
YE Budget Adjustment - Fund Balance/Balance Expenses			-
YE Budget Adjustment - Fund Balance/Balance Expenses			582,281
Total Adjustments:			**2,078,781**
Intergovernmental (210, 213, 216, 217)	**6,723,469**	**15,966,662**	**9,243,193**
210-Highway User Project Carryforward			7,521,662
213-Lottery Fund Project Carryforward			1,711,395
217- Federal Forfeiture Project Carryforward			10,135
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**9,243,193**
Other Special Revenue (220, 221, 223, 225)	**507,756**	**643,665**	**135,909**
YE Budget Adjustment - Fund Balance/Balance Expenses			135,909
Total Adjustments:			**135,909**
Special Charges (231, 232, 233, 234, 235)	**6,006,856**	**6,848,606**	**841,750**
233-E911 Project Carryforward			841,750
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**841,750**
Stimulus Grants (240, 241)	**79,614**	**79,614**	**-**
YE Budget Adjustment - Fund Balance/Balance Expenses			
Total Adjustments:			**-**
HUD Grants (250, 251, 252, 255)	**2,730,000**	**14,911,930**	**12,181,930**
250-Community Development Project Carryforward			2,645,456
251-HOME Grant Project Carryforward			3,562,740
252-HOME Grant HS Project Carryforward			55,181
255- HOME Grant Project Carryforward			3,030,320
Ord 10757 CDBG Block Grant & HOME Grant - City Action Plan			1,453,413
Ord 10659 HO2470 Tenant Based Rental Assistance Project			22,326
Ord 10818 HS2480 Homeless Shelter Operations			200,000
Ord 10757 CDBG Block Grant & HOME Grant - City Action Plan			880,344
YE Budget Adjustment - Fund Balance/Balance Expenses			332,150
Total Adjustments:			**12,181,930**
Public Improvements (260, 263, 264, 265, 401, 402)	**13,038,459**	**115,375,966**	**102,337,507**
260-Planning Grants Project Carryforward			5,724,579

FUND	ORIGINAL	ADJUSTED	DIFF
263-Transporation Planning Project Carryforward			965,567
264-Public Safety Grant Project Carryforward			1,671,287
401-Capital Improvement Project Carryforward			51,673,627
ARPA Interest			1,427,348
Public Safety Intest Income			1,305
Ord 10386 PS2302 National League of Cities Instit Caffe Grant			30,000
Ord 10634 CI2333 Pueblo Cty Health Dept Subgrant Pueblo Food Project			20,000
Ord 10635 CI2332 Colorado Blueprint Subgrant Pueblo Food Project			12,000
Ord 10636 PS2401 Caring for Colorado Grant for DOTS Program			15,000
Ord 10641 PL2401 Safe Routes to School Project			482,977
Ord 10651 PS2402 Health Colorado Inc Grant for Community Outreach			80,000
Ord 10655 CI2423Fund Balance Transfer Energy Performance Audit			125,000
Ord 10656 CI2425 Traffic Control Improv Parker & Spaulding from Goodwin			65,000
Ord 10662 PS2316 Colo Division of Criminal Justice SMART Grant			791,811
Ord 10663 CI2424 Colo Dept of Law Grant Financial Empowerment Ctr			502,500
Ord 10676 CI2422 Fund Balance Transfer Fire Stn 1 Land			160,000
Ord 10683 Ci2428 Fund Balance Transfer for MLK Bypass Signage			40,000
Ord 10687 CI2432 Pueblo County 1A Funds HARP Expansion & Boat Const			9,000,000
Ord 10688 CI2432 DOLA Grant for HARP Project			1,000,000
Ord 10688 CI2432 Fund Balance Transfer for HARP Project			1,000,000
Ord 10690 CI2431 CDOT Grant for Lake Ave & Jones Roundabout			1,350,000
Ord 10691 CDOT Grant for Grand Ave & 13th Roundabout Match			165,000
Ord 10691 CI2430 CDOT Grant for Grand Ave & 13th Roundabout			1,485,000
Ord 10699 CI2433 Main Street Garage DCFC EV Chargers			445,000
Ord 10701 PS2403 Colo Division of Criminal Justice Opioid Grant			9,580
Ord 10711 CI2441 Dept of Natural Res Grant for Minnequa Lake Trail			875,000
Ord 10712 CI2439 Robert Hoag Rawlings Foun Grant for City Tennis Complex			182,000
Ord 10713 CI2438 OEDIT Grant for Parks & Recs Recreation Administrator			100,000
Ord 10716 CI2432 Pueblo Urban Renewal Funds for HARP Expansion			200,000
Ord 10721 CI2440 Lighting Project Ball Fields 3 and 4 & Pickleball Courts			649,894
Ord 10723 CI2442 CDOT Grant for Asphalt Art and Gateways Prj			248,300
Ord 10733 CI2219 Colo Division of Criminal Justice Reduce Violence Grant			131,660
Ord 10742 PS2401 DOTS Program			7,500
Ord 10752 PS2407 CREATE Grant for ER and Trauma Education			22,500
Ord 10752 PS2407 CREATE Grant for ER and Trauma Education			2,500
Ord 10753 PS2406 POST Grant for Training			151,718
Ord 10758 CI2445 Colo Dept of Public Safety Grant			853,413
Ord 10761 PL2302 Colo Health Dept Household Hazardous Waste Program			378,880
Ord 10762 CDOT Grant 18th Street Bridge Rehab Match			112,000
Ord 10762 CI2446 CDOT Grant 18th Street Bridge Rehab			448,000
Ord 10766 PS2405 Colo Auto Theft Prevention Authority Grant			130,000
Ord 10777 TP2402 PACOG Rural Planning Grant			12,000
Ord 10786 PL2101 Colo Health Household Hazardous Waste Program			91,816
Ord 10787 DT2401 West Side Connector Project - RAISE Grant			16,834,725
Ord 10797 PS2408 CDOT Grant Reduce Traffic Fatalities			76,000
Ord 10810 CI2449 PMJC Chiller/Boiler Replacement			172,150
Ord 10841 PS2410 Real Time Crime Center Project			1,000,000
Ord 10855 CI2456 Pueblo Conservancy District Contr to Cty Pk & Ark Rvr Corridor			75,000
Ord 10856 CI2455 GOCO Grant			190,532
Ord 10860 TP2430 Pueblo Urban Transporation Planning Project			380,732
Ord 10862 PL2402 Affordable Housing Procedure Project			24,000

FUND	ORIGINAL	ADJUSTED	DIFF
Ord 15724 CI2210 Funds Transfer to Public Works Contract Svcs			20,887
Ord 9858 PS2410 DOLA Court Appointed Counsel			36,000
Ord10682 CI2329 CDLE Grant Expand Training			271,889
Ord10686 CI2427 Bandera Parkway Traffic Calming Improvements			60,000
Ord10784 CI2447 Elizabeth Basketball Courts Mural Project			10,000
Res 15510 PS2404 Colo Dept of Law POST Grant			5,600
Res 15510 PS2404 Colo Dept of Law Post Grant Transfer			(5,600)
Res 15605 CIAN20 City Building Repairs from Public Works Ops Budget			186,000
Res 15768 PS2409 Colo Dept of Law Post Grant Transfer			(5,600)
Res 15768 PS2409 Colo Dept of Law POST Grant			5,600
Res 15776 CI2450 Public Works Feasibility City Electric Utility			150,000
Res 15859 PL2403 Supplemental Planning & Demonstration			9,830
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**102,337,507**
Police Safety Tax (270)	**5,055,733**	**7,834,179**	**2,778,446**
Police Satety Tax Project Carryforward			2,778,446
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**2,778,446**
Special Districts (290, 291, 292, 293)	**715,746**	**744,597**	**28,851**
292-YE Budget Adjustment - Fund Balance/Balance Expenses			28,851
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**28,851**
Debt Service (301, 302, 303,304)	**3,069,555**	**3,184,686**	**115,131**
304 YE Budget Adjustment - Fund Balance/Balance Expenses			115,131
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**115,131**
Economic Development Tax (413)	**15,212,333**	**33,164,459**	**17,952,126**
413-Economic Development Project Carryforward			17,952,126
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**17,952,126**
Fire Department Buildings (456)	**-**	**35,105,000**	**35,105,000**
FD2401 Interest			655,000
Res 15719 FD2401/FD2402 Fire Stations & Fire Pumper Truck			34,450,000
Total Adjustments:			**35,105,000**
Elmwood Golf Course (501)	**1,820,161**	**2,235,753**	**415,592**
501-Elmwood Project Carryforward			415,592
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**415,592**
Walkingstick Golf Course (502)	**1,476,300**	**1,745,608**	**269,308**
502-Walkingstick Project Carryforward			65,858
YE Budget Adjustment - Fund Balance/Balance Expenses			203,450
Total Adjustments:			**269,308**

FUND	ORIGINAL	ADJUSTED	DIFF
Honor Farm (507)	**132,898**	**132,898**	**-**
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**-**
Memorial Hall (510)	**2,249,278**	**2,249,278**	**-**
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**-**
Memorial Airport (540, 541, 542, 543, 544)	**2,367,207**	**15,153,326**	**12,786,119**
540-Memorial Airport Project Carryforward			35,000
543-Memorial Airport Project Carryforward			12,129,955
Ord 10727 AP2205 FAA Grant Increase for Rehab Runway 8R/26L			31,059
Ord 10759 AP2401 Airport Improvement Program Grant			253,073
Ord 10774 AP1804 FAA Grant for Construct Hangar & Rehab Taxilane			239,529
Ord 10760 CDOT Aeronautics Division Reim to Airport Ops Budget			7,527
Ord 10792 APAN03 Airport Trust Fund to APAN03 Purchase of Vehicles			48,000
Ord 10728 AP1804 South T Hanger #1 Transfer for Fund Balance			6,250
Ord 10728 AP2401 East Apron North Design Rehab Project			6,546
Ord 10728 AP2401 Airport Trust Improv Fund Project Match			6,548
Ord 10728 AP2401 East Apron Fund Balance Transfer			6,548
Ord 10438 APAN01 Pueblo County Aviation Fuel Taxes Collected			16,085
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**12,786,120**
Pueblo Transit (550, 551)	**6,740,134**	**10,549,644**	**3,809,510**
BC 550 Project Carryforward			265,219
BC 551 Project Carryforward			1,019,580
PT 550 Project Carry forward			1,422,098
Ord 10646 PT2402 State Multi Modal Option Program Funds Grant			400,000
Ord 10822 PT2303 CDOT Multimodal Transportation & Mitigation Grant			65,000
Ord 10848 PT2405 Colorado Energy Office State Funds Grant			62,214
Ord 10647 PT2401 USDOT Federal Transit Admininstration Grant			200,000
Ord 10648 PT2403 CDOT Planning Grant Award			110,000
Ord 10847 PT2406 CDOT Multimodal Transportation & Mitigation Grant			130,399
YE Budget Adjustment - Fund Balance/Balance Expenses			135,000
Total Adjustments:			**3,809,510**
Parking Facilities (520)	**800,214**	**925,566**	**125,352**
520-Parking Facilities Project Carryforward			125,352
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**125,352**
Wastewater Enterprise (525, 526, 527)	**31,935,264**	**79,656,491**	**47,721,227**
525-Wastewater Project Carryforward			46,999,402
Ord 10681 WW2403 Water Reclamation Facility Master Plan			721,825
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**47,721,227**
Stormwater Utility (535, 537)	**6,988,382**	**19,271,470**	**12,283,088**
535-Stormwater Capital Projects Carryforward			10,258,999

FUND	ORIGINAL	ADJUSTED	DIFF
537-Stormwater Capital Improvement Projects Carryforward			2,024,089
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**12,283,088**
Street Repair (530)	**-**	**1,303,091**	**1,303,091**
Street Repair Project Carryforward			1,303,091
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**1,303,091**
Internal Service (601, 602, 603,604)	**20,901,225**	**20,901,225**	**-**
YE Budget Adjustment - Fund Balance/Balance Expenses			-
Total Adjustments:			**-**

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE CALLING A REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, DIRECTING THAT THE REGULAR MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE REGULAR MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

SUMMARY:

This Ordinance directs that the November 4, 2025 Regular Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

PREVIOUS COUNCIL ACTION:

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County.

BACKGROUND:

Article X, Section 20 of the Colorado Constitution and the Uniform Election Code of 1992 permits the coordination of elections.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials

and services directly attributable to the City's participation in the Coordinated Election including the preparation and mailing of a TABOR Notice, if necessary. The City's share is estimated to cost between $90,000 and $95,000. Funding for the costs associated with conducting this Regular Municipal Election is allocated in the City Clerk's 2025 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

The Board of Elections reviewed this Ordinance Calling for a Regular Election and adopted an Election Board Resolution recommending the adoption of this Ordinance by the City Council. The Board of Elections feels that it is in the best interest of the City and its Citizens to participate in the Coordinated Election on November 4, 2025.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE CALLING A REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, DIRECTING THAT THE REGULAR MUNICIPAL ELECTION BE CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE REGULAR MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

WHEREAS, Article X, Section 20 of the Colorado constitution and the Uniform Election Code of 1992 permits municipalities to coordinate elections with the State of Colorado and its political subdivisions; and

WHEREAS, a State election and other elections will be held at the same time as the City's Regular Municipal Election on November 4, 2025, and

WHEREAS, the Uniform Election Code of 1992 applies to any municipal election conducted as part of a Coordinated Election and authorizes a municipality to utilize the requirements and procedures of the Uniform Election Code of 1992 for the conduct of such elections, and

WHEREAS, it would be in the best interests of the City and its citizens to participate in a Coordinated Election on November 4, 2025; NOW, THEREFORE,

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

SECTION 1.

The City's Regular Municipal Election to be held on November 4, 2025 shall be conducted as part of a Coordinated Election as defined in the Uniform Election Code of 1992.

SECTION 2.

Pursuant to the authority granted by Article XX and Article X, Section 20 of the Colorado Constitution and §§1-1-102 and 31-10-102.7 C.R.S., the requirements and procedures of the Uniform Election Code of 1992 (Articles 1 to 12 including Article 7.5 the Mail Ballot Election Act, of Title 1, C.R.S. but not Article 13 thereof relating to election offenses), except to the extent they conflict with a specific provision of the Charter of the City of Pueblo, are hereby adopted and will be utilized in the conduct of the Regular Municipal Election to be held as part of a Coordinated Election on November 4, 2025.

SECTION 3.

The City Clerk, the Board of Elections, and all officers and staff of the City are authorized and directed to cooperate with the Pueblo County Clerk and Recorder and to take all action necessary, appropriate or required to effectuate the provisions of this Ordinance and to conduct the Regular Municipal Election to be held on November 4, 2025 as part of a Coordinated Election, in compliance with the requirements and procedures of the Charter of the City of Pueblo, Article X, Section 20 of the Colorado Constitution, and the Uniform Election

Code of 1992.

SECTION 4.

The City Council does hereby adopt the optional registration plan provided for in Section 17-9 of the Charter of the City of Pueblo and hereby determines and declares that voting machines are not available.

SECTION 5.

All public notices that are required to be published with respect to the Regular Municipal Election shall be published in *The Pueblo Chieftain*.

SECTION 6.

The Pueblo Election Code and all other Ordinances and Resolutions of the City inconsistent with the Uniform Election Code of 1992 and this Ordinance are hereby superseded, suspended and repealed to the extent only of such inconsistency for and during the conduct of the Coordinated Election to be held November 4, 2025.

SECTION 7.

The Director of Finance is hereby designated as the City Council's designee responsible for providing to the City Clerk the fiscal information that must be included in any ballot issue notice for any initiated measure or ballot issue referred to the voters by the City Council at the Coordinated Election to be held November 4, 2025.

SECTION 8.

If any section, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, clause or provision shall not affect any of the remaining sections, clauses or provisions of this Ordinance.

SECTION 9.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 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 DESIGNATING THE TRAIL AROUND LAKE MINNEQUA IN MINNEQUA PARK AS "HOBSON TRAIL"

SUMMARY:

This Resolution designates the trail around Lake Minnequa in Minnequa Park as "Hobson Trail" in honor of Mr. Hobson's nearly half-century of dedicated and honorable public service to communities across Colorado, including over 26 years directly to the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Mr. Hobson, the City's Acting Director of Planning and Community Development will be retiring in September following a career spanning more than 48 years of public service, including 26 years of service directly to the residents, businesses, and visitors of the City of Pueblo. In order to appropriately honor his remarkable career and the impacts he has made, staff is recommending that the trail around Lake Minnequa be named "Hobson Trail". This particular designation is uniquely appropriate in that Mr. Hobson was instrumental in the establishment and development of Lake Minnequa Park. Naming the trail at this particular location, which exists only because of his extraordinary efforts, is an appropriate way to honor his decades of service to the public.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to pass this Resolution will preclude the naming

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO 16054.

A RESOLUTION DESIGNATING THE TRAIL AROUND LAKE MINNEQUA IN MINNEQUA PARK AS "HOBSON TRAIL"

WHEREAS, Mr. Scott Hobson, the City's Acting Director of Planning and Community Development, will be retiring after more than 48 years of dedicated and honorable public service, including more than 26 years in direct service to the residents, businesses, and visitors of the City of Pueblo; and

WHEREAS, Mr. Hobson's work has immeasurably improved the quality of life, health, safety, and economic well-being for citizens of communities across Colorado; and

WHEREAS, one of the many initiatives that Mr. Hobson undertook during his career included the establishment and development of Minnequa Park which involved acquisition of the land, development of a park master plan, and implementation of multiple projects to create the community amenity we all enjoy today; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The recreational trail network in Lake Minnequa Park, including the trail around Lake Minnequa, is hereby designated "*Hobson Trail*".

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 implement the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

EMPLOYMENT APPLICATION

CITY OF PUEBLO
301 West B Street
Pueblo, Colorado 81003
719-553-2635
http://www.pueblo.us/jobs

Patrick, Kurt E
2506-1014 DIRECTOR OF STORMWATER

Received: 6/16/25 9:48 PM
For Official Use Only:
QUAL:_____
DNQ:_____
☐Experience
☐Training
☐Other:_____

PERSONAL INFORMATION

POSITION TITLE: DIRECTOR OF STORMWATER	EXAM ID#: 2506-1014
NAME: (Last, First, Middle) Patrick, Kurt E	SOCIAL SECURITY NUMBER: [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	EMAIL ADDRESS: [redacted]
HOME PHONE: [redacted]	

DRIVER'S LICENSE: ■ Yes ☐ No	DRIVER'S LICENSE: State: CO Number: [redacted]	LEGAL RIGHT TO WORK IN THE UNITED STATES? ■ Yes ☐ No

What is your highest level of education?
Bachelor's Degree

PREFERENCES

ARE YOU WILLING TO RELOCATE?
■Yes ☐No ☐Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular

TYPES OF WORK YOU WILL ACCEPT:
Full Time

SHIFTS YOU WILL ACCEPT:
Day,Evening,Night,Rotating,Weekends,On Call (as needed)

OBJECTIVE:
Proven civil engineer with a broad range of experience, both private and public. I'd like to utilize my knowledge and experience to help ensure the Stormwater Department and the City of Pueblo are prepared for any obstacles that might come about.

EDUCATION

DATES:	SCHOOL NAME: Colorado State University-Pueblo	
LOCATION:(City, State/Province) Pueblo , Colorado	DID YOU GRADUATE? ■Yes ☐No	DEGREE RECEIVED: Bachelor's
MAJOR: Civil Engineering Technology		UNITS COMPLETED: 154 - Semester

WORK EXPERIENCE

DATES: From: 2/2024 To: Present	EMPLOYER: City of Pueblo	POSITION TITLE: Engineering Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 211 E D Street, Pueblo, Colorado, 81003		
PHONE NUMBER: 7195532283	SUPERVISOR: Chuck Roy - Acting PW Director	MAY WE CONTACT THIS EMPLOYER? ■Yes ☐No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 14	

DUTIES:
Supervise Engineering Division: Lead daily operations of the engineering division by coordinating team activities, assigning projects, and ensuring performance standards are met.
Manage Capital Improvement Project Budget: Oversee the engineering capital improvement project budget, including forecasting expenditures, tracking costs, and ensuring projects are completed cost-effectively.
Develop a 5-Year Capital Improvement Plan: Create and implement a comprehensive 5-year capital improvement plan that aligns infrastructure projects with municipal goals to ensure utilization of appropriated city funds.
Project & Task Management: Direct multiple public works projects from planning through completion; organize task schedules, monitor progress, and ensure adherence to deadlines, quality standards, and regulatory requirements.
Employee Training & Professional Development: Design and execute training programs and development initiatives for engineering staff, enhancing technical skills and leadership capabilities within the division.
Coordinate & Review Consultant Design Work: Review and coordinate design work submitted by outside consultants, ensuring compliance with technical standards, regulatory guidelines, and project specifications.

REASON FOR LEAVING:
Currently employed, seeking a promotion to the Director of Stormwater.

DATES: From: 3/2023 To: 2/2024	EMPLOYER: City of Aurora	POSITION TITLE: Engineering Supervisor

ADDRESS: (Street, City, State/Province, Zip/Postal Code) 15151 E Alameda Pkwy, Aurora, Colorado, 80012		
PHONE NUMBER: 303-739-7000	SUPERVISOR: Brianna Medema - Development Review Manager	MAY WE CONTACT THIS EMPLOYER? ■Yes □No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 5	

DUTIES:
Supervised a team of five Development Review Engineers and two consultant contractor groups. My team reviewed civil construction plans, including but not limited to grading, roadway design, accessible routes, and street lighting.
Job responsibilities included oversight of reviewers and reviews, scheduling and workload management, and coordination with outside consultants and developers to address issues and concerns.
Worked with my team and my consultants to ensure reviews were thorough and completed in a timely manor. Conducted page flip meetings with my team to address review questions and ensure comments were accurate and appropriate.
Coordinated with my team on a weekly basis to ensure workloads were appropriate and rescheduled or reassigned tasks as necessary.
Worked to implement a project management system to better forecast workloads.
Coordinated with outside consultants and developers to address questions or concerns throughout the development process. Routinely attended meeting with developers to talk through the status of various projects and to identify potential issues.

REASON FOR LEAVING:
Voluntarily resigned. Relocating to Pueblo.

DATES: From: 3/2020 To: 3/2023	EMPLOYER: RESPEC	POSITION TITLE: Project Engineer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 720 S. Colorado Blvd., Suite 410 S., Denver, Colorado, 80246		
PHONE NUMBER: 3037573655	SUPERVISOR: Lee Rosen - Colorado Water Program Manager	MAY WE CONTACT THIS EMPLOYER? ■Yes □No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 3	

DUTIES:
Responsible for preparing and reviewing engineering designs, reports, drawings, specifications, and cost estimates. In addition to design work I work with multiple clients withing the Denver metro area to provide stormwater development review assistance and MS4 oversight. Designs completed range from roadway drainage systems to regional in-line water quality detention ponds.
Responsible for supervising three junior level civil engineers. Supervision responsibilities include oversight of work load and schedules, as well as training, professional development, and mentorship.

REASON FOR LEAVING:
Voluntarily resigned. Accepted a position with the City of Aurora.

DATES: From: 10/2018 To: 2/2020	EMPLOYER: City of Commerce City	POSITION TITLE: Stormwater Coordinator
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 8602 Rosemary St, Commerce City, Colorado, 80022		
PHONE NUMBER: 3032898150	SUPERVISOR: Brent Soderlin - City Engineer	MAY WE CONTACT THIS EMPLOYER? ■Yes □No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:
Managed compliance with the Colorado Phase II MS4 permit.
Managed the Construction Site Runoff Control program for erosion and sediment control on new construction projects.
Managed the Post-Construction Stormwater program to ensure the long-term operation and maintenance of permanent BMP's.
Oversaw construction by reviewing plans, permits, and conducting inspections.
Developed procedures, prepared technical reports, and composed a variety of letters, memos, presentations, and other correspondence with regard to stormwater and the MS4 program.
Coordinated with the Mile High Flood District on major drainage way studies.

REASON FOR LEAVING:
Voluntarily resigned. Accepted a position with RESPEC.

DATES: From: 4/2015 To: 10/2018	EMPLOYER: Town of Parker	POSITION TITLE: Stormwater Engineer
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 20120 E Mainstreet , Parker, Colorado, 80138		
PHONE NUMBER: 3038409546	SUPERVISOR: Jacob James - Stormwater Manager	MAY WE CONTACT THIS EMPLOYER? ■Yes □No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:
I assisted with the implementation of the programs included Town's MS4 Permit through the Colorado Department of Public Health and Environment (CDPHE). My main duties with the MS4 Permit were in construction site runoff, post-construction stormwater quality, and pollution prevention/good housekeeping. This is mainly handled through thorough review of the sediment and erosion control plans for the new construction, and a field verification of conformance. As well as initial design review of post construction BMPs and final field review and sign off.
I assisted with the implementation of the grading permit program including processing permits, inspecting construction sites for conformance, and final acceptance.
I reviewed engineering and surveying plans, studies, and reports. Examples of these include storm sewer, detention and water quality ponds, grading, sediment and erosion control, and drainage.
I managed Town stormwater capital improvement projects. This work includes working with Town operations staff, and other departments as needed, on initial project scoping. Coordinating with design consultants on project requirements and Town standards. Contract

administration, including change orders, pay apps, and final contract closeout, as well as construction inspection and oversight.

REASON FOR LEAVING:
Voluntarily resigned. I accepted a position as Stormwater Coordinator for the City of Commerce City.

DATES:	EMPLOYER:	POSITION TITLE:
From: 5/2014 To: 4/2015	Town of Parker	Engineering Technician

ADDRESS: (Street, City, State/Province, Zip/Postal Code)
20120 E. Mainstreet, Parker, Colorado, 80138

PHONE NUMBER:	SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
3038409546	Michael Waugh - Engineering Inspection Supervisor	■Yes □No

HOURS PER WEEK:	# OF EMPLOYEES SUPERVISED:
40	0

DUTIES:
Responsible for construction inspection of infrastructure within Town right-of-way.
Inspection of storm sewer construction within new residential and commercial developments.
Inspection of roadway construction within new residential developments.
Oversight of materials testing done by contractors: soil moisture and density, concrete slump, air, and cylinders, asphalt sampling and density.
Review of Right-of-Way construction permits, traffic control plans, concrete and asphalt mix designs, bmp submittals.

REASON FOR LEAVING:
Voluntarily resigned. Accepted a position as a Stormwater Engineer with the Town of Parker.

DATES:	EMPLOYER:	POSITION TITLE:
From: 11/2010 To: 5/2014	U.S. Forest Service	Civil Engineer

ADDRESS: (Street, City, State/Province, Zip/Postal Code)
Pueblo, Colorado, 81008

PHONE NUMBER:	SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
7195531400	Don Lira - Facilities Engineer	■Yes □No

HOURS PER WEEK:
40

DUTIES:
Managed and oversaw roadway and facilities projects throughout the Pike and San Isabel National Forests.
Responsible for initial site survey, and construction project staking and layout. Performed engineering design for road and facilities projects using AutoCAD and RoadEng software. Calculated material quantities and cost estimates based on engineering designs. Provided project inspection for road and facilities projects. Coordinated contract modifications and field change orders as needed. Processed payment applications and worked with contracting officers on project closeout.
Maintain multiple project tracking spreadsheets utilizing Microsoft Excel.
Coordinated sign purchases while adhering to MUTCD regulations.
Constructed project location maps utilizing Arcmap GIS.
Collected and managed data utilizing handheld GPS units and Arcmap GIS.

REASON FOR LEAVING:
Voluntarily resigned. Accepted an engineering technician position with the Town of Parker.

DATES:	EMPLOYER:	POSITION TITLE:
From: 5/2008 To: 10/2010	Bureau of Land Management	Survey Technician

ADDRESS: (Street, City, State/Province, Zip/Postal Code)
Pueblo, Colorado

SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
Joseph Velasquez - Cadastral Surveyor	■Yes □No

HOURS PER WEEK:
40

DUTIES:
Performed land surveying projects utilizing traditional and RTK survey instruments
Coordinated survey crews throughout various work assignments
Located original survey stone monuments for preservation and re-monumentation
Research land status and ownership records

REASON FOR LEAVING:
Voluntarily resigned. Accepted a position as a Civil Engineer with the U.S. Forest Service

CERTIFICATES AND LICENSES

Nothing Entered For This Section

Skills

Nothing Entered For This Section

ADDITIONAL INFORMATION

Nothing Entered For This Section

REFERENCES

Nothing Entered For This Section

Agency-Wide Questions

1. Are you a relative of the Mayor or any Department Director of the city? Relative means domestic partner and any person related by blood, current marriage (in-law), step or adoption, in any of the following degrees: parent, spouse, children, brothers, sisters, nephews, nieces, aunts, uncles, first cousins, grandparents and grandchildren. A current listing of the Mayor and Department Directors is available at https://www.pueblo.us/2173/City-Departments.

   No

2. Employment History. Did you account for the last ten years of your employment history on your application? Note: You must complete the work history section of your application. A resume may be attached as a supplement only.

   Yes

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify, under penalty of perjury, that this application was completed by me, contains no misrepresentation or falsification, and that all entries on it, and information in it are true, accurate and complete to the best of my knowledge and belief. Further, I understand and attest that:

- this completed application is the property of the City of Pueblo.
- I give the City of Pueblo or designee(s) permission to verify any information regarding my application.
- I may be required to verify any and all information given on this application and the City of Pueblo may contact prior employers and other references.
- should an investigation at any time reveal misrepresentation or falsification, my application may be rejected, my name removed from the candidate register, and if I have been appointed to a position from such register that I may be dismissed from City service, and be disqualified from applying in the future for any position under the jurisdiction of the Pueblo Civil Service Commission.
- I will have to produce documentation verifying identity and employment eligibility in the U.S.
- I must notify the City of Pueblo Civil Service Commission of any changes in my name, address, or phone number.
- for both administrative and financial reasons, the City of Pueblo requires direct deposit payment for all payroll checks. Unless an exemption is authorized, my regular monthly net pay will be deposited electronically on the regularly scheduled pay day.

This application was submitted by Kurt E Patrick on 6/16/25 9:48 PM

Signature_____

Date_____

Kurt Patrick, P.E.
[redacted]

June 16, 2025

City of Pueblo
Attn: Human Resources
301 W. B Street,
Pueblo, CO 81003

Subject: Application for Director of Stormwater

Dear Mayor,

I am excited to submit my application for the Director of Stormwater with the City of Pueblo. With over 15 years of experience as a civil engineer and surveyor, including more than 8 years specializing in stormwater management in both the private and public sectors, I am confident in my ability to lead your organization's efforts in sustainable water management and infrastructure optimization.

In my current role as an Engineering Manager, I have worked diligently to manage our capital budget and provide quality improvements for the City of Pueblo. My background encompasses working as a design consultant, managing MS4 programs, and executing stormwater capital planning from concept through to successful implementation. This hands-on experience has provided me with a deep understanding of regulatory requirements, environmental standards, and innovative design solutions essential for effective stormwater management.

Over the past five years, I have also honed my leadership skills by managing and developing interdisciplinary teams. I take pride in nurturing talent through a commitment to employee training and development, while driving process improvements and program enhancements. This balanced blend of technical expertise and managerial acumen has consistently led to superior project outcomes and strengthened operational efficiencies.

I am enthusiastic about the opportunity to bring my skills in civil engineering, stormwater capital planning, MS4 management, and team leadership to the Stormwater Department. I look forward to the possibility of discussing how my experience and vision align with your organizational goals and how I can contribute to further innovation and resiliency within the city.

Thank you for considering my application. I am eager to discuss my candidacy further.

Sincerely,



Kurt Patrick

Colorado State University Pueblo Unofficial Transcript
Kurt E Patrick

STUDENT ID: 835057329
BIRTHDATE: [redacted]
DATE/TIME GENERATED: 11/07/2023 20:41

----------COLORADO STATE UNIVERSITY PUEBLO AWARD(S)----------

AWARD: Bachelor of Science in Civil Engineering Technology
CONFERRED: Fall Semester 2009 on 12/11/2009
MAJOR: Civil Engineering Technology

----------PREVIOUS INSTITUTION(S)----------

INSTITUTION	UNDERGRADUATE
Garden City Community College	7.00
Lamar Community College	30.00
Total Transfer Credit Accepted:	37.00

----------UNDERGRADUATE----------

COURSE INFORMATION:

Spring Semester 2006 Primary Biology

ACCT	201	Principles Of Financial Accounting	3.00 B+	9.99
BSAD	270	Business Communications	3.00 B	9.00
ECON	201	Principles Of Macroeconomics (GT-SS1)	3.00 A	12.00
HIST	202	U.S. History II (GT-HI1)	3.00 B	9.00

Term Credits Passed 12.00 Term GPA 3.333
Term Grade Points 39.99 Cumulative GPA 3.333

Fall Semester 2006 Primary Civil Engineering Technology
DEAN'S LIST

CET	102	Surveying I	3.00 A	12.00
CET	115	Civil Drafting I	3.00 A	12.00
CIS	100	Introduction To Word And Windows	1.00 A	4.00
CIS	103	Powerpoint And Web Publishing	1.00 A	4.00
CIS	104	Excel Spreadsheets	1.00 A	4.00
ENG	102	Composition II (GT-CO2)	3.00 B+	9.99
ET	101	Introduction To Engineering Technology	2.00 A-	7.34

Term Credits Passed 14.00 Term GPA 3.809
Term Grade Points 53.33 Cumulative GPA 3.589

Spring Semester 2007 Primary Civil Engineering Technology
DEAN'S LIST

ART	212	History Of Art II (GT-AH1)	3.00 A	12.00
CET	103	Surveying II	3.00 A	12.00
CET	116	Civil Drafting II	3.00 A	12.00
MATH	124	Precalculus Math (GT-MA1)	5.00 B	15.00

Term Credits Passed 14.00 Term GPA 3.643
Term Grade Points 51.00 Cumulative GPA 3.608

Unofficial

Colorado State University Pueblo Unofficial Transcript
Kurt E Patrick

Fall Semester 2007		Primary Civil Engineering Technology				
CET	202	Statics			3.00 A	12.00
CET	207	Construction Materials And Methods			3.00 A	12.00
CET	226	Engineering Problem Solving			2.00 B	6.00
CET	304	Construction Cost Estimating I			3.00 A	12.00
MATH	126	Calculus And Analytic Geometry I (GT-MA1)			(5.00) RF	0.00
Term Credits Passed		11.00	Term GPA	3.818		
Term Grade Points		42.00	Cumulative GPA	3.653		

Spring Semester 2008		Primary Civil Engineering Technology				
DEAN'S LIST						
CET	206	Strength Of Materials			4.00 A	16.00
CET	208	Concrete And Asphalt Materials			3.00 A	12.00
CET	222	Dynamics			3.00 B	9.00
CET	303	Construction Management			3.00 B	9.00
CET	305	Construction Cost Estimating II			3.00 A	12.00
Term Credits Passed		16.00	Term GPA	3.625		
Term Grade Points		58.00	Cumulative GPA	3.647		

Fall Semester 2008		Primary Civil Engineering Technology				
CET	316	Structural Analysis			3.00 A	12.00
CET	411	Hydraulics			3.00 B	9.00
CET	455	Senior Project Seminar			1.00 S	0.00
CHEM	111	Principles Of Chemistry (GT-SC1)			3.00 B	9.00
CHEM	111L	Principles Of Chemistry Lab (GT-SC1)			1.00 B	3.00
MATH	126	Calculus And Analytic Geometry I (GT-MA1)			5.00 C	10.00
PHYS	201	Principles Of Physics I (GT-SC1)			3.00 B	9.00
PHYS	201L	Principles Of Physics Lab I (GT-SC1)			1.00 B	3.00
Term Credits Passed		20.00	Term GPA	2.895		
Term Grade Points		55.00	Cumulative GPA	3.480		

Spring Semester 2009		Primary Civil Engineering Technology				
CET	315	Soil Mechanics Technology			3.00 B	9.00
CET	372	Traffic Analysis And Control			3.00 B	9.00
CET	404	Structural Steel Design			3.00 B	9.00
CET	412	Hydrology			3.00 B-	8.01
CET	456	Senior Project			3.00 A	12.00
Term Credits Passed		15.00	Term GPA	3.134		
Term Grade Points		47.01	Cumulative GPA	3.429		

Fall Semester 2009		Primary Civil Engineering Technology				
CET	405	Reinforced Concrete Design			3.00 B	9.00
CET	415	Water And Sewer System Design			3.00 B-	8.01
CET	473	Highway Design			3.00 B	9.00
CET	496	Cooperative Education Placement			3.00 A	12.00
SPCM	103	Speaking And Listening			3.00 A-	11.01
Term Credits Passed		15.00	Term GPA	3.268		
Term Grade Points		49.02	Cumulative GPA	3.408		

SUMMARY

CREDITS PASSED:	117.00	GPA CREDITS:	116.000
GRADE POINTS:	395.35	CUMULATIVE GPA:	3.408

Unofficial

----------END OF TRANSCRIPT----------

Unofficial

Kurt Patrick

[redacted]

Education

Colorado State University - Pueblo, Pueblo, CO **Graduated: December 2009**
Bachelor of Science in Civil Engineering Technology

Licenses/Certifications

Professional Engineer: Colorado PE52752

Career History

Engineering Manager, City of Pueblo **02/2024 to Present**

Supervise Engineering Division: Lead daily operations of the engineering division by coordinating team activities, assigning projects, and ensuring performance standards are met.
Manage Capital Improvement Project Budget: Oversee the engineering capital improvement project budget, including forecasting expenditures, tracking costs, and ensuring projects are completed cost-effectively.
Develop a 5-Year Capital Improvement Plan: Create and implement a comprehensive 5-year capital improvement plan that aligns infrastructure projects with municipal goals to ensure utilization of appropriated city funds.
Project & Task Management: Direct multiple public works projects from planning through completion; organize task schedules, monitor progress, and ensure adherence to deadlines, quality standards, and regulatory requirements.
Employee Training & Professional Development: Design and execute training programs and development initiatives for engineering staff, enhancing technical skills and leadership capabilities within the division.
Coordinate & Review Consultant Design Work: Review and coordinate design work submitted by outside consultants, ensuring compliance with technical standards, regulatory guidelines, and project specifications.

Engineering Supervisor, City of Aurora **03/2023 to 2/2024**

Manage a team of five Development Review Engineers and two consultant contractors who also perform development review work
Schedule and distribute work throughout my team
Working to integrate project management software into the review process to ensure published timelines are met
Ensure thorough and accurate reviews by conducting page flip meetings with my team for all reviews
Coordinate with developers and development engineers to answer questions and resolve issues as they arise
Work with the City Engineer to identify areas of improvement within the Development Review Division
Work with staff to draft and formalize various processes to ensure continuity throughout the group
Train and mentor junior staff

Project Engineer/Manager, RESPEC **03/2020 to 03/2023**

Responsible for preparing and reviewing engineering designs, reports, drawings, specifications, and cost estimates
Coordinated with multiple clients withing the Denver metro area to provide stormwater development review assistance and MS4 oversight
Designs completed range from roadway drainage systems to regional in-line water quality detention ponds
Responsible for supervising three junior level civil engineers. Supervision responsibilities include oversight of work load and schedules, as well as training, professional development, and mentorship

Worked with direct supervisor to establish and implement additional training and development opportunities for junior staff
Worked with direct supervisor and project managers to develop standardized process for project management and construction plan development

Stormwater Coordinator, City of Commerce City **10/2018 to 02/2020**

Managed compliance with the Colorado Phase II MS4 permit
Managed the Construction Site Runoff Control program for erosion and sediment control on new construction projects
Managed the Post-Construction Stormwater program to ensure the long-term operation and maintenance of permanent BMP's
Oversaw construction by reviewing plans, permits, and conducting inspections
Developed procedures, prepared technical reports, and composed a variety of letters, memos, presentations and other correspondence with regard to stormwater and the MS4 program
Coordinated with the Mile High Flood District on major drainage way studies, capital improvement projects, and routine maintenance

Stormwater Engineer, Town of Parker **04/2015 to 10/2018**

Oversaw Town stormwater capital improvement projects, including scoping, design oversight, contract administration, and inspection
Identified future capital improvement projects for out-year planning
Reviewed stormwater engineering plans, and drainage reports for conformance to Town and industry standards, and coordinated with engineers to correct deficiencies
Assisted with the implementation of the grading permit program including processing permits, inspecting construction sites for conformance, and final acceptance
Assisted with the implementation of the program requirements for the Town's MS4 permit

Engineering Technician, Town of Parker **05/2014 to 04/2015**

Inspected all aspects of civil construction for new development sites. Including but not limited to: storm sewer installation, water and sewer line backfill, and concrete and asphalt placement
Oversaw testing for soils and concrete
Reviewed all submittals to ensure conformance with Town standards
Reviewed and approved right-of-way permits, before, during, and after construction

Civil Engineer, U.S. Forest Service **11/2010 to 05/2014**

Responsible for initial site survey, and construction project staking and layout
Performed engineering design for road and facilities projects
Calculated quantity and cost estimates based on engineering designs
Provided project inspection for road and facilities projects
Provided project oversight to maintain time constraints and recommend progress payments based on work completed
Coordinated modifications to project contracts as needed
Maintained multiple project tracking spreadsheets utilizing Microsoft Excel

Survey Technician, Bureau of Land Management **05/2008 to 10/2010**

Performed land surveying projects utilizing traditional and RTK survey instruments
Coordinated survey crews throughout various work assignments
Located original survey stone monuments for preservation and re-monumentation
Researched land status and ownership records

Technology Skills

AutoCAD, Civil 3D
ArcMap GIS, ArcPro
Microsoft Word, Excel, PowerPoint, Access
EPA SWMM
Cartegraph
TRAKiT

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

City Clerk's Office Item # Q2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF KURT PATRICK TO THE POSITION OF DIRECTOR OF STORMWATER

SUMMARY:

The Mayor has appointed Kurt Patrick to the position of Director of Stormwater and requests confirmation of said appointment by the City Council. Such appointment is based on Mr. Patrick's education, training, experience and fitness for the position.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Mr. Patrick holds a Bachelor of Science in Civil Engineering Technology including management of MS4 programs, design consulting and stormwater capital planning. He brings over 15 years' professional experience as a civil engineer and surveyor including over 8 years specializing in stormwater management in both the public and private sectors. His experience as an Engineering Manager and Engineering Supervisor has provided him hands-on experience from planning to implementation and knowledge of regulatory and environmental standards and innovative design solutions. His past five years have allowed him to hone his leadership skills including employee training and development. Following a formal panel interview process, I believe Mr. Patrick will bring his experience and professionalism to lead our Department of Stormwater and provide quality direction to our elected officials.

FINANCIAL IMPLICATIONS:

The salary and benefits of Director of Stormwater have been budgeted and appropriated within the 2025 budget.

BOARD/COMMISSION RECOMMENDATION:

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution

ALTERNATIVES:

Failure to confirm the appointment of the Director of Stormwater wil result in that position remaining vacant.

RECOMMENDATION:

Approval of Resolution.

ATTACHMENTS:

1. Patrick, Kurt_Redacted

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16055

A RESOLUTION CONFIRMING THE APPOINTMENT OF KURT PATRICK TO THE POSITION OF DIRECTOR OF STORMWATER

WHEREAS, Mayor Heather Grahm has requested confirmation by the City Council of the appointment of Kurt Patrick to the position of Director of Stormwater.

WHEREAS, Kurt Patrick meets and exceeds the qualifications for the appointment as the Director of Stormwater based on his education, training and experience; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Kurt Patrick as Director of Stormwater shall be and is hereby confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Resolution and the attached agreements which are necessary or appropriate to implement the anointment described herein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02E8DFEC3D43C...
CITY CLERK

EMPLOYMENT APPLICATION

CITY OF PUEBLO
301 West B Street
Pueblo, Colorado 81003
719-553-2635
http://www.pueblo.us/jobs

Cook, Melissa
2506-1010 DIRECTOR OF HOUSING AND CITIZEN SERVICES

Received: 7/1/25 10:23 AM
For Official Use Only:
QUAL:_____
DNQ:_____
□Experience
□Training
□Other:_____

PERSONAL INFORMATION

POSITION TITLE: DIRECTOR OF HOUSING AND CITIZEN SERVICES	**EXAM ID#:** 2506-1010
NAME: (Last, First, Middle) Cook, Melissa	**SOCIAL SECURITY NUMBER:** [redacted]
ADDRESS: (Street, City, State/Province, Zip/Postal Code) [redacted]	**EMAIL ADDRESS:** [redacted]
HOME PHONE: [redacted]	

DRIVER'S LICENSE: ■ Yes □ No	**DRIVER'S LICENSE:** **State:** CO **Number:** [redacted]	**LEGAL RIGHT TO WORK IN THE UNITED STATES?** ■ Yes □ No

What is your highest level of education?
Bachelor's Degree

PREFERENCES

ARE YOU WILLING TO RELOCATE?
□Yes □No □Maybe

WHAT TYPE OF JOB ARE YOU LOOKING FOR?
Regular

TYPES OF WORK YOU WILL ACCEPT:
Full Time

SHIFTS YOU WILL ACCEPT:
Day,Evening,Night,Rotating,Weekends,On Call (as needed)

EDUCATION

DATES:	**SCHOOL NAME:** Colorado State University Global	
LOCATION:(City, State/Province) Pueblo , Colorado	**DID YOU GRADUATE?** ■Yes □No	**DEGREE RECEIVED:** Bachelor's
MAJOR: Business Management		
DATES:	**SCHOOL NAME:** Pueblo Community College	
LOCATION:(City, State/Province) Pueblo , Colorado	**DID YOU GRADUATE?** ■Yes □No	**DEGREE RECEIVED:** Associate's
MAJOR: Business Management		
DATES:	**SCHOOL NAME:** Colorado Real Estate College	
LOCATION:(City, State/Province) Pueblo , Colorado	**DID YOU GRADUATE?** ■Yes □No	**DEGREE RECEIVED:** Vocational
MAJOR: Real Estate		
DATES:	**SCHOOL NAME:** Pueblo South High School	
LOCATION:(City, State/Province) Pueblo , Colorado	**DID YOU GRADUATE?** ■Yes □No	**DEGREE RECEIVED:** High School Diploma

WORK EXPERIENCE

DATES: From: 4/2025 To: Present	**EMPLOYER:** City of Pueblo	**POSITION TITLE:** CDBG/HOME Housing Administrator
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 1 City Hall Place, Pueblo, Colorado, 81005-3510		
SUPERVISOR: Scott Hobson - Acting Director of Planning and Community Development	**MAY WE CONTACT THIS EMPLOYER?** ■Yes □No	
HOURS PER WEEK: 40	**# OF EMPLOYEES SUPERVISED:** 6	

DUTIES:
•Lead daily operations and strategic direction for the Housing & Citizen Services Division, aligning objectives with city priorities.
•Supervise 5.5 FTE staff, fostering a high-performance culture focused on equity and sustainable development.
•Oversee timely allocation and compliance of CDBG and HOME funds, ensuring audit readiness.
•Architect and launch data-driven housing programs that address affordability gaps through creative funding mechanisms.
•Establish and maintain partnerships with local nonprofits, government agencies, and private developers to scale impact.

REASON FOR LEAVING:
Position was abolished, applying for Director of Housing and Citizen Services.

DATES:	EMPLOYER:	POSITION TITLE:
From: 8/2024 To: 4/2025	City of Pueblo	Nonprofit Compliance Coordinator

ADDRESS: (Street, City, State/Province, Zip/Postal Code)
1 City Hall Place, Pueblo, Colorado, 81003

SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
Brian McCain - Chief of Staff	■Yes □No
HOURS PER WEEK:	# OF EMPLOYEES SUPERVISED:
40	0

DUTIES:
Created new processes for organizations to apply to the City of Pueblo for funding.
Standardized and streamlined the funding request process for non-departmental funding requests.
Conduct thorough due diligence on non-departmental budget requests.
Developed reporting instruments and processes to ensure compliance and proper spending by grantees.
Worked closely with Finance and Legal departments to ensure proper grant agreements were established.

REASON FOR LEAVING:
Promotion within Organization

DATES:	EMPLOYER:	POSITION TITLE:
From: 11/2024 To: 4/2025	City of Pueblo	Interim CDBG/HOME Housing Administrator

ADDRESS: (Street, City, State/Province, Zip/Postal Code)
2631 East 4th, Pueblo, Colorado, 81001

PHONE NUMBER:	SUPERVISOR:
7194068670	Scott Hobson - Acting Director of Planning and Community Development
HOURS PER WEEK:	# OF EMPLOYEES SUPERVISED:
40	5

DUTIES:
Manage the day-to-day operations of the Housing and Citizen Services division, under the direction of the Pueblo Planning and Community Development Division, including the supervision of five staff.
Oversees and participates in the maintenance of records of all federal, state, and local funds to include ensuring grant compliant certifications from CDBG, HOME and other funding entities
Maintains professional and technical knowledge of local, state, and federal laws/regulations relating to housing, financing and other programs funded with CDBG, HOME, and other funds
Stay abreast of changing policies at the local, state and federal levels.
Key successes during initial 90 days as Interim CDBG/HOME Housing Administrator
1) Conducted a Lean Process on the rehabilitation program administered by the CDBG program staff. Identified process improvements and developed a plan to create more efficiency.
2) Applied for $112,500 grant to the Department of Local Affairs as a result of Lean Processes.
3) Applied and successfully received a grant for $96,000 to streamline affordable housing and ensure compliance with state legislation, Proposition 123.
4) Worked with Mayor's office and City Council to develop a plan for the Pueblo Shelter, after the City unexpectedly took over the facilities in late 2024. Created and published a Request for Applications for a shelter operator.
5) Applied for a $25,000 grant for capital needs at the Pueblo Shelter.
6) Successfully submitted a plan to Housing and Urban Development (HUD) to correct deficiencies as a result of prior late reporting, resulting in over $1.4m in funding being released to the City of Pueblo.

REASON FOR LEAVING:
Hired as permanent CDBG/HOME Housing Administrator

DATES:	EMPLOYER:	POSITION TITLE:
From: 2/2023 To: 7/2024	Colorado Department of Local Affairs	Office of Housing Recovery Manager

ADDRESS: (Street, City, State/Province, Zip/Postal Code)
1313 Sherman, Denver, Colorado, 80203

SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
Alison George - Division of Housing Director	■Yes □No
HOURS PER WEEK:	# OF EMPLOYEES SUPERVISED:
40	21

DUTIES:
Provide overall leadership for the Colorado Division of Housing.
Lead one of five Division of Housing offices, the Office of Housing Recovery, by managing all day-to-day operations. Directly and indirectly supervise 21 staff positions.
Key Office of Housing Recovery Operations:
1. Environmental Compliance: Manage environmental compliance for the Colorado Division of Housing. This includes managing staff that completes and certifies various levels of environmental reviews for multifamily projects funded through federal funding sources such as CDBG or HOME.
2. Proposition 123 Implementation and Management: Manage the implementation of a $300m voter approved housing bill, Proposition 123. This includes housing policy, working with local governments on commitment to increase affordable housing and ongoing compliance.
3. State and Local Fiscal Recovery Funds (SLFRF) Management: Manage all aspects of several large rental and mortgage assistance programs, including housing policy, program design, implementation (procurement, contract and budget management, subrecipient monitoring), program support, program wind-down and program closeout:

-Emergency Rental Assistance Program (ERAP) - $535m
-Emergency Mortgage Assistance Program (EMAP) - $175m
-Temporary Rental Assistance Grant Program (TRAG) $30m
Additional Duties:
Continuously review office policies and procedures for effectiveness. Analyze opportunity for strategic growth and implement changes division wide.
Independently develop housing policy and solicit feedback from internal and external stakeholders. Consider state, federal and local requirements in program design and development, including federal and state fair housing requirements.
Keep abreast of changing legislation on both state and federal level that impact housing programs. Read, interpret, write and implement new policies and procedures.
Understand requirements of several funding sources from both state and federal funded sources, including Community Development Block grant (CDBG), HOME, State and Local Fiscal Recovery Funds (SLFRF), Housing Trust Fund (HTF), State of Colorado General Fund, H.R. 1319 American Rescue Plan Act (ARPA) and others.
Ensure grantee compliance with housing programs by performing subrecipient monitoring and providing ongoing support.

REASON FOR LEAVING:
Started employment at the City of Pueblo. Reason for leaving was due to commute times to Denver.

DATES:	EMPLOYER:	POSITION TITLE:
From: 10/2021 To: 2/2023	Department of Local Affairs	Emergency Rental Assistance Program Manager

ADDRESS: (Street, City, State/Province, Zip/Postal Code)
1313 Sherman Street, Denver, Colorado, 80203

SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
Alison George - Director of Division of Housing	■Yes □No
HOURS PER WEEK:	# OF EMPLOYEES SUPERVISED:
40	4

DUTIES:
Project Management: Manage all operations of the Emergency Rental Assistance (ERA) Program for the State of Colorado, a program totaling over $480 million. This include writing state housing policy, engaging with appropriate stakeholders, creating guidelines, program implementation, program monitoring and successful program closeout.
Keep abreast of changing legislation surrounding ERA. Read, interpret, write and implement new policies and procedures.
Coordinate with contractors and subgrantees to ensure program compliance. Perform subrecipient monitoring as required by 2 CFR Part 200.
Communicate with internal and external stakeholders about the program. Provide press releases and other media when necessary.
Manage several contracts and grant agreements with both nonprofit and for profit organizations.
Coordinate with 11 local governments that received individual allocations of Federal ERA funding to ensure cohesive administration of the program throughout the state.

REASON FOR LEAVING:
Promotion to Office of Housing Recovery Manager

DATES:	EMPLOYER:	POSITION TITLE:
From: 3/2020 To: 11/2021	Department of Local Affairs - Division of Housing	Housing Development Specialist

ADDRESS: (Street, City, State/Province, Zip/Postal Code)	COMPANY URL:
1313 Sherman, Denver, Colorado, 80203	https://cdola.colorado.gov/housing

SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
Andy Proctor - Housing Development Specialist Manager	■Yes □No
HOURS PER WEEK:	# OF EMPLOYEES SUPERVISED:
40	0

DUTIES:
Increase Colorado's affordable housing stock by providing technical assistance and funding to stakeholders including housing authorities, governmental entities, non-profit and for-profit developers in Southeast Colorado.
Provide technical assistance to stakeholders in both one-on-one and group settings.
Provide grant funding and/or loan products to applicants for new construction, preservation, acquisition or rehabilitation of affordable housing developments. Underwrite complex affordable housing projects.
Promote affordable housing development and preservation through community engagement. Form and co-chair an Affordable Housing Cohort to promote affordable housing development.
Work closely with the Colorado Housing and Finance Authority, Colorado Division of Local Governments, Housing and Urban Development and Colorado Office of Economic Development and International Trade to keep abreast of trends, funding solutions and affordable housing needs in Southeast Colorado.
Ensure project compliance with all funding sources, including environmental assessments, HUD requirements, Davis Bacon requirements, CHFA, etc.

REASON FOR LEAVING:
Promoted within DOH to Program Manager

DATES:	EMPLOYER:	POSITION TITLE:
From: 3/2013 To: 2/2020	Housing Authority of the City of Pueblo	Interim Director of Operations (ending title)

ADDRESS: (Street, City, State/Province, Zip/Postal Code)	COMPANY URL:
201 S. Victoria, Pueblo, Colorado, 81003	www.hapueblo.org

PHONE NUMBER:	SUPERVISOR:	MAY WE CONTACT THIS EMPLOYER?
7195426741	Barbara Bernard - Executive Director	■Yes □No
HOURS PER WEEK:	# OF EMPLOYEES SUPERVISED:	
40	29	

DUTIES:
Manage day to day operations for the Housing Authority of the City of Pueblo.
Supervise the Planning and Development Department, Property Management Department, Leasing Department, Inspection Department and other various positions.
Prepare and oversee operating budgets for all programs totaling approximately $21 million in annual revenue.
Directly and indirectly supervise 29 employees.
Monitor various funding sources, including NOFA's, and write/procure grants accordingly.
Ensure compliance with local, state, and federal regulations throughout all programs. Monitor PIH notices and other changing legislation regularly.
Interpret new regulations, develop and implement procedures accordingly.
Prepare narrative and statistical reports for internal use and public use.
Complete various reporting to local, state and federal organizations as needed.
Participate/hold community meetings and public hearings.
Lead the Housing Development Team in the redevelopment of 212 Public Housing units.
Housing Development Team
Convert 212 units of Public Housing to Project Based Assistance using the Rental Assistance Demonstration (RAD) Program in a four phased demolition/new-construction project.
Research and identify possible funding sources for new-construction redevelopment. Stay abreast of new funding sources.
Apply for various grants including Low-Income Housing Tax Credits, HOME, Neighborhood Stabilization Project, Colorado Housing Fund and more.
Ensure both pre-development and construction timelines are met.
Manage the ongoing construction of the developments.
Ensure ongoing compliance with all layered funding types including occasional reporting and tenant/file compliance.
Property Manager (901 Units)
Manage all day to day activities of 901 Public Housing units and make managerial decisions accordingly.
Directly and indirectly supervise eight employees.
Monitor various funding sources, including NOFA's, and write/procure grants.
Assist in the development and oversee four operating budgets totaling approximately $7 million in annual revenue.
Assist in the development and oversight of the Public Housing capital improvement budget, totaling approximately $1.5 million annually.
Identify needs, prioritize, procure and follow up on work for capital improvements.
Ensure tenant compliance with the Dwelling lease.
Ensure properties are maintained according to HUD's Real Estate Assessment Center's standards.
Additional Duties:
Supervising Manager for the Family Self Sufficiency (FSS) Program. Ensure compliance with the FSS Program and apply for grant extension.
Oversee a fully functional job training/GED facility.
Section 3 Coordinator for the Housing Authority of the City of Pueblo.

REASON FOR LEAVING:
Obtained employment at the Department of Local Affairs, Division of Housing.

DATES:	EMPLOYER:	POSITION TITLE:
From: 12/2003 To: 1/2009	Schwabe Real Estate	Real Estate Broker Associate / Receptionist
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Pueblo, Colorado		
PHONE NUMBER: 7195463782	SUPERVISOR: Bill Schwabe - Owner of Schwabe Real Estate	MAY WE CONTACT THIS EMPLOYER? ■Yes □No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:
Assisted buyers and sellers with residential real estate transactions.

REASON FOR LEAVING:
Obtained different employment.

CERTIFICATES AND LICENSES	
TYPE: Certified Tax Credit Specialist	
LICENSE NUMBER:	ISSUING AGENCY: National Center for Housing Management
TYPE: Certified Blended Occupancy Specialist	
LICENSE NUMBER:	ISSUING AGENCY:
TYPE: Certified Public Housing Occupancy Specialist	
LICENSE NUMBER:	ISSUING AGENCY: The Nelrod Company
TYPE: Certified Family Self Sufficiency Specialist	
LICENSE NUMBER:	ISSUING AGENCY: National Association for Housing and Redevelopment Officials
TYPE: Certified Public Housing Manager	
LICENSE NUMBER:	ISSUING AGENCY: National Association for Housing and Redevelopment Officials
TYPE: Colorado Real Estate License	

LICENSE NUMBER:	ISSUING AGENCY:
II1100011064	Department of Regulatory Affairs

Skills
OFFICE SKILLS: Typing:70 Data Entry:0
OTHER SKILLS:
LANGUAGE(S):

ADDITIONAL INFORMATION
Professional Associations Pueblo Urban Renewal Authority Board of Directors - Vacated seat in September 2024 as a conflict with City employment Housing Colorado Professional Member Southern Colorado Community Lending - Pueblo, CO Previous board member for Southern Colorado Community Lending, a NeighborWorks Organization. No term required. National Association of Housing and Redevelopment Officials (NAHRO) Professional Member Colorado Commission on Housing and Homeless - Pueblo, CO Vacated seat in September 2024 as a conflict with City employment Pueblo Affordable Housing Cohort - Pueblo, CO Co-chair for the Pueblo Affordable Housing Cohort, appointed by the Mayor of the City of Pueblo. Community Service Block Grant Advisory Committee - Pueblo, CO Previously appointed member

REFERENCES		
REFERENCE TYPE: Professional	NAME: Jamie Barnett	POSITION: Lead Asset Manager
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: jamie.barnett@state.co.us		PHONE NUMBER: 719-242-4423
REFERENCE TYPE: Professional	NAME: Sarah Buss	POSITION: Former Director of the Office of Housing Recovery
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: sarah.buss@state.co.us		PHONE NUMBER: 3035879074
REFERENCE TYPE: Professional	NAME: Chynna Cowart	POSITION: Department of Local Affairs Press Secretary
ADDRESS: (Street, City, State/Province, Zip/Postal Code)		
EMAIL ADDRESS: chynna.cowart@state.co.us		PHONE NUMBER: 303-656-7464

Agency-Wide Questions

1. Are you a relative of the Mayor or any Department Director of the city? Relative means domestic partner and any person related by blood, current marriage (in-law), step or adoption, in any of the following degrees: parent, spouse, children, brothers, sisters, nephews, nieces, aunts, uncles, first cousins, grandparents and grandchildren. A current listing of the Mayor and Department Directors is available at https://www.pueblo.us/2173/City-Departments.

   No

2. Also Known As. Have you used any maiden names, aliases, nicknames or names other than your present legal name? If the answer is "Yes", please specify the name(s) used, dates of use and location (city, state). You must also complete and attach the One and the Same Certification form accessible through this hyperlink (https://puebloco-civil-service-civil-service.app.transform.civicplus.com/forms/45026).

   Melissa Sanders
   Melissa Nereson

3. Employment History. Did you account for the last ten years of your employment history on your application? Note: You must complete the work history section of your application. A resume may be attached as a supplement only.

   Yes

4. Gaps in Employment. Please review the employment history section of your application before answering this question. In the space provided below, please explain any gaps in your employment history of six months or longer. You must include dates (from/to) and the specific reasons for these gaps.

   N/A

5. Disciplinary Action. Have you EVER received any disciplinary action more serious than a verbal reprimand on any job (e.g., written reprimand, suspension)? If you answer "Yes", give details and dates of each incident.

   No

6. Terminations. Have you EVER been fired or forced to resign in lieu of termination from any job, or quit because you thought you were about to be fired? If you answer "Yes", give employer name(s) and details of incident(s).

   No

7. Reference Checks. When we contact your current and previous employers/coworkers, do you feel anyone would hesitate to tell us that you are (or left) in good standing and potentially provide something less than a good reference? If you answer "Yes", provide employer name and why you feel you would not get a good recommendation.

   No

8. Convictions. Have you ever been convicted of a crime or ever received a suspended sentence or forfeited bail for any offense in any civil or military court except for any juvenile court matter, minor traffic violation or a deferred sentence which was successfully completed? (Note: criminal convictions do not automatically disqualify an applicant from employment) If you answer "Yes", provide dates, city/state, and complete details of all your convictions.

   No

9. Probation/Parole/Deferred Sentence. Are you currently on probation, parole or deferred sentence for any offense? If you answer "Yes", provide dates and complete details.

   No

10. Pending Charges. Are any criminal charges currently pending against you in any court? If you answer "Yes", provide date(s), city/state, and complete details.

    No

11. In the last six months, have you used marijuana or any other illegal drug (i.e. heroin, cocaine, LSD, amphetamines, steroids, or other illegal drug as defined in schedules I through V of Section 202 of the Controlled Substances Act)?

    No

12. Other Background Issues. If there is anything in your background which has not already been disclosed in this application which is necessary for the Civil Service Commission to know to make a proper evaluation of your qualifications, please explain. Please do not include any incidents that occurred when you were a juvenile.

    No

Job Specific Supplemental Questions

1. This position requires a valid driver's license at the time of application, and a valid Colorado driver's license within 30 days of employment: License restrictions that may hinder your ability to drive on City business, such as an interlock, will be cause for disqualification Do you meet this requirement? (Note: Your application will not be accepted if a copy of this document is not attached). You may redact information that identifies your age.

   Yes

2. Indicate your highest level of completed education. Your application will be rejected if a copy of your highest level of completed education is not attached (i.e. transcripts/diploma showing you graduated from high school or were awarded a(n) associate's, bachelor's, master's, or doctorate degree). Please note that you may redact information that identifies your dates of attendance or graduation.

   Bachelor's Degree

3. This position requires a bachelor's degree or higher education from an accredited institution in business, accounting, or public administration. Please explain your qualifying education.

   Bachelor's of Science in Business Administration

4. Please explain how you meet the requirement of at least five (5) years of progressively responsible experience in a community development or housing development related position which may include real estate financing or market analysis experience in a banking/real estate environment (For clarity, please include job title and dates in the explanation of qualifying experience.)

   I bring over a decade of progressively responsible experience in housing and community development, beginning as Interim Director of Operations at the Housing Authority of the City of Pueblo (Mar 2013–Feb 2020), where I managed a $21 M operating budget, HUD programs (LIHTC, RAD, PBRA), and a 30-member team; then as Housing Development Specialist at the Colorado Department of Local Affairs – Division of Housing (Mar 2020–Oct 2021), underwriting CDBG, HOME, HTF, PABs, and LIHTC projects and performing market feasibility analyses; advancing to Emergency Rental Assistance Program Manager (Oct 2021–Feb 2023), directing a $487 M statewide assistance program; serving as Office of Housing Recovery Director (Feb 2023–Jul 2024) to implement the $300 M Proposition 123 and SLFRF initiatives; and currently overseeing CDBG/HOME funds and developing affordability programs as CDBG/HOME Housing Administrator, City of Pueblo (Nov 2024–Present).

5. Please explain how you meet the requirement for three (3) years of management experience. (For clarity, please include job title and dates in the explanation of qualifying experience.)

   I have more than eleven years of leadership experience, beginning as Interim Director of Operations at the Housing Authority of the City of Pueblo (March 2013–February 2020), where I supervised over 30 staff across multiple departments; then as Emergency Rental Assistance Program Manager at the Colorado Division of Housing (October 2021–February 2023), overseeing a six-member team; advancing to Office of Housing Recovery Director (February 2023–July 2024), leading 21 staff; and currently as CDBG/HOME Housing Administrator for the City of Pueblo (November 2024–Present), managing 5.5 FTE and guiding division strategy.

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify, under penalty of perjury, that this application was completed by me, contains no misrepresentation or falsification, and that all entries on it, and information in it are true, accurate and complete to the best of my knowledge and belief. Further, I understand and attest that:

- this completed application is the property of the City of Pueblo.
- I give the City of Pueblo or designee(s) permission to verify any information regarding my application.
- I may be required to verify any and all information given on this application and the City of Pueblo may contact prior employers and other references.
- should an investigation at any time reveal misrepresentation or falsification, my application may be rejected, my name removed from the candidate register, and if I have been appointed to a position from such register that I may be dismissed from City service, and be disqualified from applying in the future for any position under the jurisdiction of the Pueblo Civil Service Commission.
- I will have to produce documentation verifying identity and employment eligibility in the U.S.
- I must notify the City of Pueblo Civil Service Commission of any changes in my name, address, or phone number.
- for both administrative and financial reasons, the City of Pueblo requires direct deposit payment for all payroll checks. Unless an exemption is authorized, my regular monthly net pay will be deposited electronically on the regularly scheduled pay day.

This application was submitted by Melissa Cook on 7/1/25 10:23 AM

Signature_____

Date_____

Colorado State University System

The Board of Governors of the Colorado State University System
on recommendation of the Faculty of CSU Global has conferred upon

Melissa Nereson

the degree of

Bachelor of Science

Business Management

Given under the seal of the Board of Governors of the Colorado State University System
this fourth day of July, two thousand and twenty-one

University President

COLORADO STATE UNIVERSITY GLOBAL 2007

Chair of the Board of Governors

Pueblo Community College

PUEBLO COMMUNITY COLLEGE 1933

Certifies That

Melissa Marie Nereson

has satisfactorily completed a course of study prescribed for the

Associate of Arts

Awarded by the State Board for Community Colleges and Occupational Education
Upon the recommendation of the faculty
In testimony thereof we have affixed our signatures.

July 25, 2016

Chair State Board for Community Colleges & Occupational Education	President Pueblo Community College	President Colorado Community College System

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF MELISSA COOK TO THE POSITION OF DIRECTOR OF HOUSING & CITIZEN SERVICES

SUMMARY:

The Mayor has appointed Melissa Cook to the position of Director of Housing & Citizen Services and requests confirmation of said appointment by the City Council. Such appointment is based on Ms. Cook's education, training, experience and fitness for position.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Ms. Cook holds a bachelor's degree in business management and brings over 12 years' professional administrative experience in housing related services providing technical assistance and funding assistance working with housing and governmental entities, non-profit and for-profit developers in Southern Colorado. She has exceptional experience in grant funding and loan product assistance. Her employment with the Housing Authority of Pueblo and the Department of Local Affairs – Division of Housing provided her with project management skills and policy practices in line with changing state and federal legislation. Melissa has successfully served the City of Pueblo as the Interim CDBG/HOME Housing Administrator since November 2024. Following a formal panel interview process, I believe Ms. Cook will bring her experience and professionalism to lead our Department of Housing & Citizen Services and provide quality direction to our elected officials.

FINANCIAL IMPLICATIONS:

The salary and benefits of the Director of Housing & Citizen Services have been

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

budgeted and appropriated within the 2025 budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution

ALTERNATIVES:

Failure to confirm the appointment of the Director of Housing & Citizen Services will result in that position remaining vacant.

RECOMMENDATION:

Approval of Resolution

ATTACHMENTS:

1. Application - Cook Redacted

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16056

A RESOLUTION CONFIRMING THE APPOINTMENT OF MELISSA COOK TO THE POSITION OF DIRECTOR OF HOUSING & CITIZEN SERVICES

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of the appointment of Melissa Cook tot he position of Director of Housing & Citizen Services

WHEREAS, Melissa Cook meets and exceeds the qualifications for the appointment as Director of Housing & Citizen Services based upon her education, training and experience; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Melissa Cook as Director of Housing & Citizen Services shall be and is hereby confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Resolution and the attached agreements which are necessary or appropriate to implement the appointment described herein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
CITY CLERK

Sponsorship Request
06/09/2025 5:18 PM (MDT)

city of PUEBLO colorado

Sponsorship Request

Business/Organization Name	Senior Resource Development Agency, Pueblo, Inc
Please share your business or organizations mission/goals	The Mission of SRDA is to provide programs and project that enhance the quality of life for the Community of Southern Colorado. SRDA provides opportunities for intergenerational programs and develops the resources, which enables seniors to live independently.
Sponsorship request for	**Event**
Requested Amount	$1000
Event Title	SRDA BBQ Fundraiser and Cruise In
Event Date	06/27/2025
Event Time	4:00 PM (MDT)
Event Location	230 N. Union, Pueblo CO
Admission to this event is	**Free**
Event Description:	This BBQ Fundraiser and Cruise is on the Friday of the same weekend of the Street Rod Event at the State Fairgrounds. The event will be free admission, but guests are encouraged to purchase meals to act as the fundraising portion of the event. All of our food offering will be made in-house at SRDA, featuring our expert Culinary Team! We will be offering a 1 meat + 2 sides plate for $15 and a 2 meat + 3 sides plate for $18. We will also be selling beer and wine. We have applied for and have been approved for a Special Events Liquor License. The event is from 4:00pm - 10:00pm and we will have a DJ lending Oldies and classics, and will have a "Cruise In" to promote the event to the Classic Car owners who will be in town! This event would also be a good opportunity for the Mayor or any City Council member to mingle amongst constituents if they so desired. Please reach out to Carma if any are interested in this opportunity.
Does your organization hold multiple events per year?	**Yes**
If yes, please list the event titles and a short description.	We hold many events throughout the year to support our programs and projects. I assure you that we will only request sponsorship from the City of Pueblo when the event lends itself to the best promotion for the image and impression of the City. Other fundraising efforts include appeal letters, a Valentine's Dinner, Mother's Day Brunch, the Safety of Seniors Vendor Fair and others.
Sponsorship Benefits	Social Media, Banners and Email blasts. Tickets to event depending on sponsorship levels
Company/Organization Classification	• Non-Profit

Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	Yes
What other organizations or entities are you requesting funding from?	County of Pueblo Black Hills Energy Pueblo Urban Renewal Authority Various for profit companies that offer services in the Older Person services such as assisted living facilities and home health care agencies
What population(s) does your organization primarily serve? (multi select)	• Senior Citizens • Persons with disabilities
How many individuals did your organization serve last year?	SRDA served 18,000 unique individuals in Pueblo and Pueblo County in 2024
Please upload supporting documents such as sponsorship request letter, event flyer etc.	SRDA Certificate of Good Standing May 1 2025.pdf 501c3 letter of determination-7_22_19.pdf



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,

SENIOR RESOURCE DEVELOPMENT AGENCY, PUEBLO, INC.

is a

Nonprofit Corporation

formed or registered on 01/12/1971 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 19871244746 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/09/2025 that have been posted, and by documents delivered to this office electronically through 06/10/2025 @ 09:36:27 .

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 06/10/2025 @ 09:36:27 in accordance with applicable law. This certificate is assigned Confirmation Number 17385803 .

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		$ 1,500.00		$ 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
6/23/25	Pueblo County Pickleball Association - So Co Championship		$ 750.00		$ 51,709.88
6/23/25	Pueblo Rangers Soccer Club		$ 750.00		$ 50,959.88
6/23/25	Mariposa Center for Safety - Tribute to Women		$ 2,500.00		$ 48,459.88
6/23/25	Sangre de Cristo Arts and Conference Center		$ 1,750.00		$ 46,709.88
7/14/25	SRDA BBQ Fundraiser & Cruise In		$ 1,000.00		$ 45,709.88
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IRS Department of the Treasury
Internal Revenue Service
Cincinnati Service Center
CINCINNATI OH 45999-0038

In reply refer to: 0256567293
July 22, 2019 LTR 4168C 0
84-0593609 000000 00
00012385
BODC: TE

SENIOR RESOURCE DEVELOPMENT AGENCY
PUEBLO INC
230 N UNION AVE
PUEBLO CO 81003

043881

Employer ID number: 84-0593609
Form 990 required: Yes

Dear Sir or Madam:

We're responding to your request dated July 15, 2019, about your tax-exempt status.

We issued you a determination letter in 1972, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

We also show you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If you're required to file a return, you must file one of the following by the 15th day of the 5th month after the end of your annual accounting period:

- Form 990, Return of Organization Exempt From Income Tax
- Form 990EZ, Short Form Return of Organization Exempt From Income Tax
- Form 990-N, Electronic Notice (e-Postcard) for Tax-Exempt Organizations Not Required to File Form 990 or Form 990-EZ
- Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation

According to IRC Section 6033(j), if you don't file a required annual information return or notice for 3 consecutive years, we'll revoke your tax-exempt status on the due date of the 3rd required return or notice.

You can get IRS forms or publications you need from our website at www.irs.gov/forms-pubs or by calling 800-TAX-FORM (800-829-3676).

If you have questions, call 877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific

0256567293
July 22, 2019 LTR 4168C 0
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00012386

SENIOR RESOURCE DEVELOPMENT AGENCY
PUEBLO INC
230 N UNION AVE
PUEBLO CO 81003

time).

Thank you for your cooperation.

Sincerely yours,

Kim A. Billups, Operations Manager
Accounts Management Operations 1

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

City Clerk's Office Item # Q4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 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 SENIOR RESOURCE DEVELOPMENT AGENCY, PUEBLO, INC. IN THE AMOUNT OF $1,000 TO SPONSOR THE BBQ FUNDRAISER AND CRUISE IN FROM 4-10 PM AT 230 N. UNION AVENUE ON FRIDAY, JUNE 27, 2025

SUMMARY:

Attached for consideration is a request for support of the Senior Resource Development Agency (SRDA) in the amount of $1,000 to sponsor the BBQ Fundraiser and Cruise In from 4-10 PM at 230 N. Union Avenue on Friday, June 27, 2025.

PREVIOUS COUNCIL ACTION:

Council has supported this organization in the past. This is the first request for this event.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,000 to sponsor SRDA's BBQ Fundraiser and Cruise In. The event took place on Friday, June 27, 2025, 4-10 PM at 230 N. Union Avenue.

The Mission of SRDA is to provide programs and projects that enhance the quality of life for the Community of Southern Colorado. SRDA provides opportunities for intergenerational programs and develops the resources, which enable seniors to live independently.

This is a fundraising event with free admission featuring music, meals prepared in house by their culinary team, beer, wine, and classic cars on display.

FINANCIAL IMPLICATIONS:

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to SRDA.

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. SRDA Sponsorship Request Form
2. Secretary of State SRDA pulled 6.10.25
3. 2025 Contingencies (Council) SRDA BBQ Fundraiser & Cruise In
4. SRDA IRS 501c determination

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO 16057.

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SENIOR RESOURCE DEVELOPMENT AGENCY, PUEBLO, INC. IN THE AMOUNT OF $1,000 TO SPONSOR THE BBQ FUNDRAISER AND CRUISE IN FROM 4-10 PM AT 230 N. UNION AVENUE ON FRIDAY, JUNE 27, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to SRDA to sponsor the BBQ Fundraiser and Cruise In from 4-10 PM at 230 N. Union Avenue on Friday, June 27, 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: July 14, 2025

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
CITY CLERK

From: Roger Gomez <RGomez@pueblo.us>
Sent: Tuesday, May 20, 2025 2:17 PM
To: Katie Hester <KHester@pueblo.us>
Subject: Re: Sponsorship Request - SoCoYoGo

Please note for the record I am requesting a first time sponsorship from council contingencies for the Lake Avenue Community Church"s recreation program. This program has never requested funds through CSAC or the council. They have grown rapidly and have been serving over 200 toddlers and adolescents at their at 1345 Lake Avenue in the heart of Bessemer, Colorado for years. They are now looking to purchase an additional facility as they are expanding and have gotten to big to accommodate all the kids at one location. I have personally visited their operation and I'm impressed with the leadership skills of the proprietor (Scott Godinez) and his staff. First Years Sponsorship Ask: $2,500 Thank You

Katie Hester

From: Scott Godinez <scott@lakeavenue.org>
Sent: Tuesday, May 27, 2025 11:41 AM
To: Katie Hester
Subject: [External] Bessemer Buckets and Bessemer Kicks Info

External email. Please use caution.

Lake Avenue Community Church is a new church started in the Bessemer neighborhood with a desire to serve the community in ways that honor God and meet tangible needs. Both of these programs are designed to give children a fun and safe atmosphere for them to get out of the house and play sports. We intentionally design the events to be inclusive to every person, which is why we advertise these events not as high-dollar elite sports camps, but as fun events to help offset financial burdens for parents struggling with childcare as well.
Bessemer Buckets began its first year in 2023 with 80 participants located at Corwin, 2024 with 150 participants at RMSER and Freed, and this year we are currently nearing 190 participants at Corwin and Freed.
Bessemer Kicks is in its first year and we are expecting 50-80 participants.


REGISTER TODAY!
LAKEAVENUE.ORG/BUCKETS
ONLY $10 PER PERSON!
BESSEMER BUCKETS
KIDS BASKETBALL CAMP
JUNE 9-11 | K-5TH GRADE
8:00 AM TO 11:30 AM | $10 PER PERSON
JERSEY INCLUDED FOR EVERY PARTICIPANT
JOIN US FOR OUR 3RD ANNUAL BESSEMER BUCKETS BASKETBALL CAMP! ALL STUDENTS RECEIVE BREAKFAST AND LUNCH EACH DAY AND A FREE JERSEY WHEN THEY REGISTER. ALL SKILL LEVELS WELCOMED.
15
15
LAKEAVENUE.ORG
LAKE AVENUE COMMUNITY CHURCH
719.569.6804


PRESENTED BY:
LAKE AVENUE COMMUNITY CHURCH
ALL NEW!
ONLY $10 PER PERSON!
BESSEMER KICKS
PUEBLO COLORADO
REGISTER
JUNE 30TH TO JULY 2ND
SOCCER CAMP | K - 5TH GRADE | MINNEQUA ELEMENTARY
LOCATED AT MINNEQUA ELEMENTARY WE ARE HOSTING OUR FIRST-EVER BESSEMER KICKS SOCCER CAMP! LOOK FORWARD TO A FUN 3 DAYS FILLED WITH GOOD FRIENDS, GOOD TIMES AND SOCCER BALLS! ANY SKILL LEVEL IS INVITED! AND AT THE END OF THE CAMP PARTICIPANTS CAN TAKE HOME A SOCCER BALL! SIGN UP TODAY AT:
LAKEAVENUE.ORG/KICKS
LAKE AVENUE

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,

Lake Avenue Community Church

is a

Nonprofit Corporation

formed or registered on 01/16/2025 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 20251054479 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 05/27/2025 that have been posted, and by documents delivered to this office electronically through 05/28/2025 @ 11:48:50 .

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 05/28/2025 @ 11:48:50 in accordance with applicable law. This certificate is assigned Confirmation Number 17344503 .

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
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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
6/23/25	Pueblo County Pickleball Association - So Co Championship		$ 750.00		$ 51,709.88
6/23/25	Pueblo Rangers Soccer Club		$ 750.00		$ 50,959.88
6/23/25	Mariposa Center for Safety - Tribute to Women		$ 2,500.00		$ 48,459.88
6/23/25	Sangre de Cristo Arts and Conference Center		$ 1,750.00		$ 46,709.88
7/14/25	SRDA BBQ Fundraiser & Cruise In		$ 1,000.00		$ 45,709.88
7/14/25	Lake Avenue Community Church		$ 2,500.00		$ 43,209.88
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Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Roger Gomez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO LAKE AVENUE COMMUNITY CHURCH IN THE AMOUNT OF $2,500 TO SPONSOR BESSEMER BUCKETS FROM JUNE 9TH - 11TH, 2025, AT CORWIN MIDDLE SCHOOL AND NETTIE S. FREED EXPEDITIONARY K-8, AND BESSEMER KICKS FROM JUNE 30TH - JULY 9TH, 2025, AT MINNEQUA ELEMENTARY

SUMMARY:

Attached for consideration is a request for support of Lake Avenue Community Church in the amount of $2,500 to sponsor Bessemer Buckets from June 9th - 11th, 2025, at Corwin Middle School and Nettie S. Freed Expeditionary K-8, and Bessemer Kicks from June 30th - July 9th, 2025, at Minnequa Elementary.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Roger Gomez is requesting $2,500 to sponsor Lake Avenue Community Church's 3rd annual K-5 basketball camp Bessemer Buckets from June 9th - 11th, 2025, at Corwin Middle School and Nettie S. Freed Expeditionary, and their first K-8 soccer camp Bessemer Kicks June 30th - July 9th, 2025, at Minnequa Elementary.

Lake Avenue Community Church is a new church started in the Bessemer neighborhood with a desire to serve and meet tangible needs in the community. Bessemer Buckets began its first year in 2023 with 80 children participating. In 2024, participation increased to 150 and this year they anticipate 190. For the first ever Bessemer Kicks program, they are expecting 50-80 total participants.

Each of these programs is designed to give children a fun and safe atmosphere to get

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

out of the house and play sports. Unlike high-dollar elite sports camps, these programs are intentionally inclusive to everyone and are fun events, but they also help offset financial burdens for parents struggling with childcare.

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 Lake Avenue Community Church.

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 Roger Gomez.

ATTACHMENTS:

1. Sponsorship Request - Lake Avenue Community Church
2. Secretary of State - Lake Avenue Community Church - pulled 5.28.25
3. 2025 Contingencies (Council) Lake Avenue Community Church

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16058

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO LAKE AVENUE COMMUNITY CHURCH IN THE AMOUNT OF $2,500 TO SPONSOR BESSEMER BUCKETS FROM JUNE 9TH - 11TH, 2025, AT CORWIN MIDDLE SCHOOL AND NETTIE S. FREED EXPEDITIONARY K-8, AND BESSEMER KICKS FROM JUNE 30TH - JULY 9TH, 2025, AT MINNEQUA ELEMENTARY

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 Lake Avenue Community Church to sponsor the Bessemer Buckets from June 9th - 11th, 2025, at Corwin Middle School and Nettie S. Freed Expeditionary K-8, and Bessemer Kicks from June 30th - July 9th, 2025, at Minnequa Elementary.

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: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

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

Sponsorship Request
06/23/2025 3:32 PM (MDT)

city of PUEBLO colorado

Sponsorship Request

Requestor Name	Roselawn 1891 Foundation, Susana Ortega
Date	06/23/2025
Business/Organization Name	Roselawn 1891 Foundation
Please share your business or organizations mission/goals	The mission of Roselawn's 1891 Foundation is - To protect and preserve the Historical and Cultural Legacies of the Hearts and Souls of Roselawn, a National Historic Cemetery. Through Wreaths Across America we remember the fallen, and we honor those who serve and teach our children the value of freedom. Roselawn is the final resting place of more than 4,000 veterans and our goal is to place a remembrance wreath on the grave of each of these veterans who represent service to our country from the Civil War, Spanish American War, WWI, WWII, Korea, Vietnam, Desert Storm, Persian Gulf, Iraq and Afghanistan for they have made the ultimate sacrifice for their country. Thank you for considering our request for sponsorship of wreaths so that no veteran is forgotten as we thank them and speak their name while placing wreaths on December 13th.
Sponsorship request for	Other
Requested Amount	$1,700.00
If Other, please explain	Sponsorship of 100 wreaths for veterans who no longer have family to remember and place a wreath on their final resting place.
Sponsorship Benefits	To remember our fallen veterans, honor those who currently serve and to teach our children the value of freedom.
Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	No

What other organizations or entities are you requesting funding from?	We have a mailing list of over 400 past and current sponsors, with sponsorships from one wreath to one hundred wreaths.
What population(s) does your organization primarily serve? (multi select)	• Veterans
How many individuals did your organization serve last year?	The number of veterans laid to rest at Roselawn number more than 4,000.
Please upload supporting documents such as sponsorship request letter, event flyer etc.	2025 Sponsor Form_WAA.pdf WAA25SponsorLETTER.pdf

WREATHS across AMERICA
LIVE ★ WITH ★ PURPOSE

Dear Wreaths Across America Sponsors,

Wreaths Across America's year-long mission is simple: **Remember** the fallen, **Honor** those who serve, and **Teach** the next generation about the value of freedom. In December 1992 in Harrington, Maine, when wreath maker Morrill Worcester found himself with a surplus of 5,000 wreaths during the holiday season. Worcester saw the surplus as an opportunity to pay tribute to our country's veterans arranged for the wreaths to be placed at Arlington National Cemetery. After years of donating surplus wreaths to Arlington National Cemetery, a photo of donated wreaths covered with snow went viral online and boosted wreath donations and volunteerism, which continue to grow annually across the country.

Morrill and his wife, Karen, have served as the organization's volunteer leadership since the non-profit was created and today oversee what has become a massive volunteer organization that continues to grow. In 2023 alone, Wreaths Across America and its national network of volunteers placed 3 million veterans' wreaths at 4,224 locations in all 50 U.S. states, at sea, and abroad.

This year, National Wreaths Across America Day will be Saturday, December 13, 2025. The ceremony will begin at 12:00 noon followed by the placement of wreaths at Roselawn cemetery located at 1706 Aspen Road. Please add this date to your calendar and plan on attending, this event is free, nonpolitical and open to everyone.

Roselawn Cemetery is the final resting place of more than 4,000 Veterans who have served in the Civil War, Spanish American War, WWI, WWII, Korea, Vietnam, Desert Storm, Persian Gulf, Iraq & Afghanistan. Our goal is to have a wreath on the grave of every veteran resting at Roselawn Cemetery.

In 2024, there were more than 1,070 wreaths placed at Roselawn, leaving too many veterans without a remembrance wreath. This year our goal is to continue working to reach our goal of 4,000 wreaths and with your generosity, we are hoping to meet this goal and ensure no veteran is forgotten. Each handmade, fresh, live wreath costs $17 to sponsor and is made in the United States with Maine balsam, because our veterans deserve the best for giving their all!

The 2025 sponsor form is attached and is also available on the Roselawn 1891 Foundation's website. The form has been revised to include more options for sponsorships in response to requests from past sponsors.

On behalf of the Roselawn Foundation volunteers and military families looking to honor all the veterans laid to rest at Roselawn Cemetery, we thank you for your consideration of this patriotic cause.

Respectfully,

ROSELAWN CEMETERY – CORLCP/CO0164P

Ray Brown, WAA Volunteer
Ray@RoselawnPueblo.org
303-519-4675

Susana Ortega, WAA Volunteer
sevortega1@comcast.net
719-251-9949

REMEMBER HONOR TEACH

ROSELAWN'S 7th ANNUAL



WREATHS *across* AMERICA

Saturday, December 13, 2025 – 12:00 noon Outdoor Ceremony

Sponsor's Name: _____

Address: _____
City State Zip

Phone: _____ Email: _____

Roselawn Cemetery is the final resting place of more than 4,000 Veterans who have served in the Civil War, Spanish American War, WWI, WWII, Korea, Vietnam, Desert Storm, Persian Gulf, Iraq & Afghanistan. Our goal is to work until we have a wreath on every veteran's grave. All sponsorships and donations are deeply appreciated and will help us reach that goal, thank you for your support!

Please include Loc ID# and FUNDRAISING ID# on all checks and online orders:

CORLCP and CO0164P

Order Deadline: November 21, 2025

SPONSORSHIP TYPE		PRICE	# of wreaths	TOTAL
Recurring Monthly Wreath (Call WAA #877-385-9504 or sign-up on-line)		$204.00		
Individual Wreath (1 Wreath)		$17.00		
Family Bundle (5 Wreaths)	(Name Listed in Program)	$85.00		
Bronze Corporate Sponsor (10 Wreaths)	(Name Listed in Program)	$170.00		
Silver Corporate Sponsor (20 Wreaths)	(Quarter Page Ad in Program)	$340.00		
Gold Corporate Sponsor (50 Wreaths)	(Quarter Page Ad in Program)	$850.00		
Platinum Corporate Sponsor (100 Wreaths)	(Half Page Ad in Program)	$1,700.00		
Total Grave Specific Wreaths* _____		Total General Wreaths: _____		

Wreaths MUST be Placed by Sponsor or their Designee (Volunteers place General Wreaths they do not place Grave Specific wreaths)

(*Grave Specific - List Names and Locations on the Back of Form.)

MAKE CHECKS PAYABLE TO: The Roselawn 1891 Company and include codes: CORLCP and CO0164P

Total Amount Paid: _____ Cash _____ Check# _____

Name: _____ Credit Crd#: _____ Exp Date: _____ Code#: _____ Zip _____

MAIL: Roselawn Cemetery
ATTN: Wreaths Across America
1706 Roselawn Road
Pueblo, CO 81006

OR, stop by the Roselawn Office, Mon. – Fri., 8:00a – 5:00p and fill out a sponsor form.

Contact: Ray Brown 303-519-4675 Ray@RoselawnPueblo.org OR,
Susana Ortega 719-251-9949 sevortega1@comcast.net, with questions or to place orders.

WREATHS ACROSS AMERICA'S MISSION: *Remember *Honor *Teach
2025 Theme: "KEEP MOVING FORWARD"

Wreaths will be available at Roselawn to pick up and place on Friday, December 12th.

GENERAL WREATHS placed by volunteers at the graves of veterans who have no family or friends to remember and honor them.

GRAVE SPECIFIC WREATHS placed at a specific grave at Roselawn Cemetery by the Sponsor's family, or someone designated by the Sponsor.

Grave Specific Wreaths that are not picked up by December 13th will be placed in the Rose Garden.

IN MEMORY OF WREATH placed in the Rose Garden at Roselawn Cemetery

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

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Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Veteran:_____ Grave Location: _____ In Memory of: _____

Sponsors are encouraged to participate in the ceremony and placement of wreaths on December 13, 2025, and the removal of wreaths after February 1, 2026
Thank You!

When Ordering Please Include Location & Fundraising IDs:
CORLCP and CO0164P

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

THE ROSELAWN 1891 COMPANY

is a

Nonprofit Corporation

formed or registered on 03/07/1985 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 19871609613 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/23/2025 that have been posted, and by documents delivered to this office electronically through 06/24/2025 @ 10:03:35 .

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 06/24/2025 @ 10:03:35 in accordance with applicable law. This certificate is assigned Confirmation Number 17430364 .

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
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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
6/23/25	Pueblo County Pickleball Association - So Co Championship		$ 750.00		$ 51,709.88
6/23/25	Pueblo Rangers Soccer Club		$ 750.00		$ 50,959.88
6/23/25	Mariposa Center for Safety - Tribute to Women		$ 2,500.00		$ 48,459.88
6/23/25	Sangre de Cristo Arts and Conference Center		$ 1,750.00		$ 46,709.88
7/14/25	SRDA BBQ Fundraiser & Cruise In		$ 1,000.00		$ 45,709.88
7/14/25	Lake Avenue Community Church		$ 2,500.00		$ 43,209.88
7/14/25	~~The Pueblo Historical Aireraft Society~~		$ -		$ 43,209.88
7/14/25	The Roselawn Company		$ 1,700.00		$ 41,509.88
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Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

City Clerk's Office Item # Q6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Roger Gomez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE ROSELAWN COMPANY IN THE AMOUNT OF $1,700 TO SPONSOR WREATHS ACROSS AMERICA STARTING AT 12:00 PM AT ROSELAWN CEMETERY ON SATURDAY, DECEMBER 13TH, 2025

SUMMARY:

Attached for consideration is a request for support of The Roselawn Company in the amount of $1,700 to sponsor Wreaths Across America starting at 12:00 PM at Roselawn Cemetery on Friday, December 13th, 2025.

PREVIOUS COUNCIL ACTION:

Council supported this ceremony in 2022 for 3,000.

BACKGROUND:

City Council Member Regina Maestri is requesting $1,700 to sponsor The Roselawn Company Wreaths Across America. Wreaths Across America will take place on Saturday, December 13th, 2025, at 12:00 PM at Roselawn Cemetery.

Wreaths Across America's mission is to remember the fallen, honor those who serve, and teach the next generation about the value of freedom. In 2024, Wreaths Across America and its national network of volunteers placed 3 million veterans' wreaths at 4,224 locations globally.

In 2024, there were more than 1,070 wreaths placed at Roselawn, with still too many veterans left without a remembrance wreath. This year's goal is to reach a total of 4,000 wreaths to ensure no veteran is forgotten.

FINANCIAL IMPLICATIONS:

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

Payment of funds in the amount of $1,700 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to The Roselawn Company.

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 - Roselawn 1891 Foundation Wreaths
2. SOS - The Roselawn Company pulled 6.24.25
3. 2025 Contingencies (Council) The Roselawn Company

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16059

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE ROSELAWN COMPANY IN THE AMOUNT OF $1,700 TO SPONSOR WREATHS ACROSS AMERICA STARTING AT 12:00 PM AT ROSELAWN CEMETERY ON SATURDAY, DECEMBER 13TH, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,700 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to The Roselawn Company to sponsor Wreaths Across America from 12:00 PM at Roselawn Cemetery on Friday, December 13th, 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: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Alliff B7A4E51823AB482...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C025BDFFC3D43C...
CITY CLERK

Sponsorship Request
06/26/2025 12:01 PM (MDT)



Sponsorship Request

Requestor Name	Vickie Torres
Date	06/26/2025
Business/Organization Name	PAWS for Life Animal & Welfare Society
Please share your business or organizations mission/goals	PAWS for Life's mission is to help lost and unwanted animals; to return lost ones to their owners whenever possible or after having them spayed and neutered, place them in good homes; and to educate the public about intelligent and humane treatment of animals.
Sponsorship request for	Event
Requested Amount	$1500, $1000, $500, or $250
Event Title	Pints for PAWS
Event Date	07/25/2025
Event Time	5:00 PM (MDT)
Event Location	Pueblo Union Depot B Street
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$40
Event Description:	Our largest fundraiser of the year. As a non-profit, we rely soley on the generosity of donations and fundraisers. This event helps ensure we can offer shelter, nourishment, and necessary medical attention while we prepare these deserving animals for their forever homes.
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	Pints for PAWS, PAWS for Life Golf Tournament, and PAWS Annual Plant Sale. In addition to these, we partner with other organizations for fundraising efforts.
Sponsorship Benefits	A show of support for PAWS to the community. Logo on all social media, flyers, banners with advertisement of sponsors. At event recognition as well with the banner and other sponsorship logos displayed.

Company/Organization Classification	• Non-Profit
Is your organization currently in good standing with the Secretary of State?	Yes
Have you applied for CSAC funding?	No
What other organizations or entities are you requesting funding from?	Any and all in Pueblo the board members can approach to ensure a successful event for the animals in our care.
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Youth • Adults • Families • Senior Citizens • LGBTQ+ • Persons with disabilities • Veterans • Unhoused individuals • Individuals with substance abuse disorders • Undocumented noncitizens • Other
If other selected, please explain	Any and all we can with our pet community food program. And depending on other needs, all we can with resources we have pertaining to dogs and cats.
How many individuals did your organization serve last year?	Don't have specific numbers however in the thousands.
Please upload supporting documents such as sponsorship request letter, event flyer etc.	2025 Pints for PAWS Sponsorship Levels.pdf

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,

ANIMAL WELFARE AND PROTECTION SOCIETY

is a

Nonprofit Corporation

formed or registered on 03/13/1978 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 19871343085 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/25/2025 that have been posted, and by documents delivered to this office electronically through 06/26/2025 @ 12:45:09 .

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 06/26/2025 @ 12:45:09 in accordance with applicable law. This certificate is assigned Confirmation Number 17440845 .

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		$ 1,500.00		$ 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
6/23/25	Pueblo County Pickleball Association - So Co Championship		$ 750.00		$ 51,709.88
6/23/25	Pueblo Rangers Soccer Club		$ 750.00		$ 50,959.88
6/23/25	Mariposa Center for Safety - Tribute to Women		$ 2,500.00		$ 48,459.88
6/23/25	Sangre de Cristo Arts and Conference Center		$ 1,750.00		$ 46,709.88
7/14/25	SRDA BBQ Fundraiser & Cruise In		$ 1,000.00		$ 45,709.88
7/14/25	Lake Avenue Community Church		$ 2,500.00		$ 43,209.88
7/14/25	~~The Pueblo Historical Aireraft Society~~		$ -		$ 43,209.88
7/14/25	The Roselawn Company		$ 1,700.00		$ 41,509.88
7/14/25	PAWS for Life - Pints for Paws		$ 1,500.00		$ 40,009.88
					$ 40,009.88
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Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

City Clerk's Office Item # Q7

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 14, 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 ANIMAL WELFARE AND PROTECTION SOCIETY DBA - PAWS FOR LIFE IN THE AMOUNT OF $1,500 TO SPONSOR PINTS FOR PAWS FROM 5:00 - 9:00 PM AT THE PUEBLO UNION DEPOT ON FRIDAY, JULY 25, 2025

SUMMARY:

Attached for consideration is a request for support of PAWS for Life in the amount of $1,500 to sponsor the 2025 Pints for PAWS from 5:00 - 9:00 PM at the Pueblo Union Depot on Friday, July 25, 2025. This sponsorship tier includes 8 tickets to the event.

PREVIOUS COUNCIL ACTION:

Council supported this organization in the past, but this is the first request for this event.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,500 to sponsor PAWS for Life's 2025 Pints for PAWS. The event will take on Friday, July 25, 2025, 5:00 - 9:00 PM at the Pueblo Union Depot.

PAWS for Life is a non-profit no-kill animal shelter whose mission is to help lost or unwanted animals; to return lost ones to their owners whenever possible or after having them spayed or neutered, place them in good homes; and to educate the public about intelligent and humane treatment of animals.

Funds raised at Pints for PAWS will be used to shelter, feed, and provide medical care to animals waiting to find their forever home. Event attendees will enjoy music, a beer and wine tasting, appetizers, a photo booth, a caricature artist, and a silent auction.

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FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,500 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to PAWS for Life.

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 - PAWS for Life Pints for Paws
2. SOS - ANIMAL WELFARE AND PROTECTION SOCIETY DBA PAWS- pulled 6.26.25
3. 2025 Contingencies (Council) PAWS for Life - Pints for Paws

Docusign Envelope ID: 31A4BC89-2E18-4008-9365-3EF6FB5C5068

RESOLUTION NO.16060

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO ANIMAL WELFARE AND PROTECTION SOCIETY DBA - PAWS FOR LIFE IN THE AMOUNT OF $1,500 TO SPONSOR PINTS FOR PAWS FROM 5:00 - 9:00 PM AT THE PUEBLO UNION DEPOT ON FRIDAY, JULY 25, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $1,500 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to PAWS for Life to sponsor the 2025 Pints for PAWS from 5:00 - 9:00 PM at the Pueblo Union Depot on Friday, July 25, 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: July 14, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E51823AB462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02ERDFEC3D43C...
CITY CLERK

U.S. Department of Housing and Urban Development
Office of Community Planning and Development

HOME ARP Grant Agreement

Title II of the Cranston-Gonzalez National Affordable Housing Act
Assistance Listings #14.239 – HOME Investment Partnerships Program

1. Grantee Name (must match name associated with 3b.) and Address	2. Grant Number (Federal Award Identification Number (FAIN) M21DP080205	
Pueblo Consortium 1 City Hall Place Pueblo, CO 81003-4201	3a Tax Identification Number 846000615	3b. Unique Entity Identifier (formerly DUNS) NJK3BNUDRHJ7
	4. Appropriation Number 861/50205	5. Budget Period Start and End Date FY 2021 – 09/30/2030

6. Previous Obligation (Enter "0" for initial FY allocation)		$3,090,925.00
a. Formula Funds	$3,090,925.00	
7. Current Transaction (+ or -)		$4,621.00
a. Administrative and Planning Funds Available on Federal Award Date	$	
b. Balance of Administrative and Planning Funds	$	
c. Balance of Formula Funds	$4,621.00	
8. Revised Obligation		$3,095,546.00
a. Formula Funds	$3,095,546.00	

9. Special Conditions (check applicable box)
☒ Not applicable ☐ Attached

10. **Federal Award Date (HUD Official's Signature Date)**
(mm/dd/yyyy) 9 / 20 / 2021

11. Indirect Cost Rate*

Administering Agency/Dept.	Indirect Cost Rate	Direct Cost Base
___	___%	
___	___%	
___	___%	
___	___%	

12. Period of Performance
Date in Box #10 - 09/30/2030

* If funding assistance will be used for payment of indirect costs pursuant to 2 CFR 200, Subpart E-Cost Principles, provide the name of the department/agency, its indirect cost rate (including if the de minimis rate is charged per 2 § CFR 200.414), and the direct cost base to which the rate will be applied. Do not include cost rates for subrecipients.

The HOME-ARP Grant Agreement (the "Agreement") between the Department of Housing and Urban Development (HUD) and the Grantee is made pursuant to the authority of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section 3205 of the American Rescue Plan (P.L. 117-2) (ARP). HUD regulations at 24 CFR part 92 (as may be amended from time to time), the CPD Notice entitled "Requirements for the Use of Funds in the HOME-American Rescue Plan Program" (HOME-ARP Implementation Notice) (as is now in effect and as may be amended from time to time),, the Grantee's HOME-ARP allocation plan (as of the date of HUD's approval, and as amended from time to time), and this HOME-ARP Grant Agreement, form HUD-40093a, including any special conditions (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's payment of funds under this Agreement is subject to the Grantee's compliance with HUD's electronic funds transfer and information reporting procedures issued pursuant to 24 CFR 92.502 and the HOME-ARP Implementation Notice (both as are now in effect and as may be amended from time to time). To the extent authorized by HUD regulations at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds previously awarded to the Grantee without the Grantee's execution of the amendment or other consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice are repayable in accordance with the requirements of the HOME-ARP Implementation Notice as it may be amended from time to time. The Grantee agrees to assume all of the responsibility for environmental review, decision making, and actions, as specified and required in regulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice.

The Grantee must comply with the applicable requirements at 2 CFR part 200, as amended, that are incorporated by the program regulations and the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous or future amendments to 2 CFR part 200 replace or renumber sections of part 200 that are cited specifically in the program regulations or HOME-ARP Implementation Notice, activities carried out under the grant after the effective date of the 2 CFR part 200 amendments will be governed by the 2 CFR part 200 requirements, as replaced or renumbered by the part 200 amendments.

The Grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Universal Numbering System and System for Award Management (SAM) requirements in Appendix I to 2 CFR part 200, and the Federal Funding Accountability and Transparency Act (FFATA) in Appendix A to 2 CFR part 170.

The Period of Performance for the funding assistance shall begin on the date specified in item 12 and shall end on September 30th of the 6th fiscal year after the expiration of the period of availability for obligation. Funds remaining in the grantee's Treasury account after the end of the budget period will be cancelled and thereafter not available for obligation or expenditure for any purpose. Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with such assistance after the end of the Budget Period.

The Grantee must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grantee's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001) 2023-05698.pdf (govinfo.gov), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

13. For the U.S. Department of HUD (Name and Title of Authorized Official)	14. Signature	15. Date
Noemi Ghirghi Acting CPD Director, Denver	DocuSigned by: Noemi Ghirghi EF8B3516645E429...	5/30/2025
16. For the Grantee (Name and Title of Authorized Official)	17. Signature	18. Date / /

19. Check one:
☐ Initial Agreement ☒ Amendment # 1

20. Funding Information: *HOME ARP*

Source of Funds	Appropriation Code	PAS Code	Amount
2021	861/50205	HMX	$4,621.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

OFFICE OF COMMUNITY PLANNING
AND DEVELOPMENT

April 30, 2025

The Honorable Heather Graham
Mayor of Pueblo
Pueblo Consortium
1 City Hall Place
Pueblo, CO 81003-4201

Dear Mayor Graham:

In 2021, the Department of Housing and Urban Development's (HUD or the Department) Office of Community Planning and Development (CPD) allocated $5 billion appropriated by the American Rescue Plan Act (ARP) of 2021 to HOME Investment Partnerships Program participating jurisdictions. These funds, known as "HOME-ARP," are intended to give you the financial tools to assist your most vulnerable citizens by providing housing, shelter, tenant-based rental assistance, and supportive services for persons experiencing or at risk of homelessness, fleeing or attempting to flee domestic violence, dating violence, sexual assault, stalking, or human trafficking, and other populations at greatest risk of housing instability.

While conducting recent quality control efforts, the Department discovered an administrative error in the allocations of the HOME-ARP funds. This error resulted in your jurisdiction inadvertently being allocated less HOME-ARP funds than it was legally entitled to receive. Specifically, the Department determined that your jurisdiction received $4,621.00 less in its HOME-ARP allocation than it should have. This letter notifies you of the corrected amount of your HOME-ARP award.

Original HOME-ARP Award	Additional Allocation Amount	Revised HOME-ARP Award
$3,090,925.00	$4,621.00	$3,095,546.00

Attached is an amended HOME-ARP grant agreement for your agency's signature, indicating the additional amount you are entitled to and your final corrected amount. Please sign this agreement and return it to your CPD Representative. Please note: Build America, Buy America provisions continue to be waived for HOME-ARP.

Additionally, you must amend your HOME-ARP allocation plan to include the correct amount of HOME-ARP funds in accordance with HUD Notice CPD-21-10 and your citizen participation plan. Depending upon the criteria for substantial amendments established in your citizen participation plan, you may be required to develop a substantial amendment to the HOME-ARP allocation plan.

The requirements for substantial amendments can be found in section V.C.6 of HUD Notice CPD-21-10. The Department can assist you in determining what may be required to be included in a substantial amendment.

The Department regrets this error and apologizes for any inconvenience it may cause. We are working hard to make this process as seamless as possible for all affected recipients. If you or your staff wish to discuss this correction or have any questions about HOME-ARP, please contact your local HUD Field Office or HUD's Office of Affordable Housing Programs at HOMEARP@hud.gov.

Sincerely,



Claudette Fernandez
General Deputy Assistant Secretary
for Community Planning and Development

Docusign Envelope ID: A11F16D6-51F3-4587-8E36-E6A9F73CCB80

City Clerk's Office Item # R1

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: July 14, 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 AND ACCEPTING THE AMENDED HOME-ARP GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION, ACCEPTING HOME-ARP GRANT FUNDS FROM HUD ON BEHALF OF THE PUEBLO CONSORTIUM IN THE AMOUNT OF $3,090,925.00, AND BUDGETING AND APPROPRIATING THE HOME-ARP GRANT FUNDS

SUMMARY:

This Ordinance amends the City's HOME-ARP grant from the U.S. Department of Housing and Urban Development ("HUD") by increasing the amount by $4,621.00, from $3,090,925.00 to $3,095,546.00, on behalf of the Pueblo Consortium.

The City of Pueblo and Pueblo County formed the Pueblo Consortium to qualify for HOME funds. HUD determines the percentage of funds allocated to consortium members. The current consortia distribution between the City and the County is based on a (87%/13%) share and the initial distribution of HOME-ARP funds equates to $4,020.27 (City) and $600.73 (County).

PREVIOUS COUNCIL ACTION:

Ordinance No. 10129 was passed on March 14, 2022, to accept the grant funds, and budget and appropriate the funds.

BACKGROUND:

As an entitlement community, the Pueblo Consortium, is eligible to receive grant funds authorized by the American Rescue Plan Act of 2021 (P.L. No. 117-2) from HUD. The intent of the grant is to respond to the negative effects of the pandemic by assisting

Docusign Envelope ID: A11F16D6-51F3-4587-8E36-E6A9F73CCB80

Qualified Populations through housing and related service activities. Examples of eligible activities are: supportive services, development of non-congregate shelter, permanent supportive housing, transitional housing, construction of new housing units, and rental assistance.

A Qualified Population is defined as: homeless, at risk of homelessness, victims (domestic/dating violence, human trafficking, sexual assault, stalking), and other populations with high housing instability and meeting specific grant criteria.

On June 3, 2025, HUD notified the City of Pueblo that an audit was conducted and it was determined that Pueblo's formula funding was $4,621.00 less than it should have been.

FINANCIAL IMPLICATIONS:

The Pueblo Consortium will allocate the additional $4,621.00 in grant amount proportionally to how it was received when the initial allocation of HOME-ARP funding was allocated. No matching contribution is required for the grant. Fifteen percent (15%) of the grant may be allocated to administration ($693.15), The grant to the Pueblo Consortium is shared with Pueblo County on an 87%/13% City/County basis. The grant funds are to be allocated as follows:

Fund Name	Fund Use	Initial Allocation	Additional Allocation June 2025
HOARP-10	City Administration	$423,456.00	$633.08
HOARP-20	County Administration	$40,182.00	$60.07
HOARP-30	County Projects	$341,548.00	$510.62
HOARP-40	City Projects	$2,285,739.00	$3,417.23
		$3,090,925.00	$4,621.00

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The City Council can choose not to accept the grant funds and the associated requirements.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

Docusign Envelope ID: A11F16D6-51F3-4587-8E36-E6A9F73CCB80

1. Amended HOMEARP Contract
2. Amended HOMEARP Pueblo, CO Letter from HUD

Docusign Envelope ID: A11F16D6-51F3-4587-8E36-E6A9F73CCB80

ORDINANCE NO. 10984

AN ORDINANCE APPROVING AND ACCEPTING THE AMENDED HOME-ARP GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT ("HUD"), AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION, ACCEPTING HOME-ARP GRANT FUNDS FROM HUD ON BEHALF OF THE PUEBLO CONSORTIUM IN THE AMOUNT OF $3,090,925.00, AND BUDGETING AND APPROPRIATING THE HOME-ARP GRANT FUNDS

WHEREAS, the American Rescue Plan Act of 2021 (P.L. No. 117-2) authorized the provision of funds to the U.S. Department of Housing and Urban Development under Section 3205 for homeless assistance and supportive services programs; and

WHEREAS, the U.S. Department of Housing and Urban Development provides HOME Investment Partnership funding authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act (42 U.S.C. 12721) to entitlement communities for the development of affordable housing and rental assistance programs; and

WHEREAS, the U.S. Department of Housing and Urban Development has developed and made available to entitlement communities HOME-ARP Grant funding to provide homelessness assistance and supportive services to qualified populations; and

WHEREAS, the Pueblo Consortium is a HOME entitlement community eligible to receive HOME-ARP Grant funding; and

WHEREAS, the City of Pueblo acting as the Participating Jurisdiction of the Pueblo Consortium wishes to receive the HOME-ARP funding available to entitlement communities for the development of affordable housing and associated supportive services; NOW THEREFORE,

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

SECTION 1.

The HOME ARP Grant Agreement (“Agreement”) between the City of Pueblo, a Municipal Corporation, and the U.S. Department of Housing and Urban Development, for the development of affordable housing and associated supportive services, a copy of which is attached hereto and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

Docusign Envelope ID: A11F16D6-51F3-4587-8E36-E6A9F73CCB80

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 Mayor is hereby authorized to submit, in the name of the City of Pueblo and the Pueblo Consortium, all necessary certifications, assurances, action plans, and other documentation to the U.S. Department of Housing and Urban Development in accordance with the Agreement.

SECTION 4.

Special Fund No. 255 - HOME-ARP Affordable Housing and Supportive Services Project is hereby established.

SECTION 5.

Funds in the amount of $3,090,925.00 shall be accepted pursuant to the Agreement and are hereby budgeted and appropriated to Special Fund No. 255 - HOME-ARP Affordable Housing and Supportive Services Project, and distributed into the following accounts accordingly:

HOARP-10 City Administration	$ 423,456
HOARP-20 County Administration	$ 40,182
HOARP-30 County Projects	$ 341,548
HOARP-40 City Projects	$2,285,739
Total	$3,090,925

SECTION 6.

Staff is authorized to expend up to $154,546.00 in Administration funds for planning and development of grant activities prior to receipt of the remaining grant funds.

SECTION 7.

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 8.

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.

Docusign Envelope ID: A11F16D6-51F3-4587-8E36-E6A9F73CCB80

SECTION 9.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 23, 2025.

Final adoption of Ordinance by City Council on July 14, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 7/16/2025 | 8:22 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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Certificate Of Completion

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2025 ANNUAL ACTION PLAN DRAFT

City of Pueblo and the Pueblo Consortium, Draft for Public Display

JUNE 9, 2025 – JULY 14, 2025, AT 9:00 AM

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Currently, the City receives CDBG and HOME funds for housing construction, rehabilitation initiatives, community and economic development and public services. These funding sources are expected to be available over the next five years. The City will also receive CDBG-CV funds to prevent, prepare for and respond to the pandemic.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,432,469.00	0.00	1,473,674.00	2,906,143.00	5,729,876.00	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.Prior year CDBG resources include PY2016 ($309,795) and PY2017 ($59,715).

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Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	877,545.14	0.00	0.00	877,545.14	3,510,180.56	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.

Table 1 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and County currently fund over 40 non-profit agencies through the Community Services Advisory Commission (CSAC) and other processes. The CSAC group, which funds the majority of these non-profit organizations, makes funding recommendations to the governing bodies. Over $4 million in general funds have been granted to local agencies that serve the Pueblo community in 2024 alone. These are general revenue funds, and allocations are made during the yearly budget process. Based on historical funding, over $20 million will be made available to local non-profits over the next five years.

The City and County of Pueblo as the Pueblo Consortium matches the HOME Investment Partnership Act grant with general funds. HOME funds are leveraged well with public/private partnerships, such as Low-Income Housing Tax Credits or other equity mechanisms. In addition the Consortium will use qualifying affordable housing expenditures made by each entity as match and has some funds that it carries forward from prior years. Leveraging of private and non-federal resources will be sought whenever possible.

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Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	New construction of affordable housing	2020	2024	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: $715,799.00	Rental units constructed: 6 Household Housing Unit
3	Preserve existing affordable units (rehab)	2020	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: $185,000.00	Homeowner Housing Rehabilitated: 29 Household Housing Unit
5	Provide housing and services to homeless	2020	2024	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: $160,892.00	Public service activities other than Low/Moderate Income Housing Benefit: 1958 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
6	Provide public services to non-homeless population	2020	2024	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: $46,372.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 432 Persons Assisted

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Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Improve and maintain public infrastructure and fac	2020	2024	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: $1,156,455.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6032 Persons Assisted
11	Planning and administration of federal programs	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: $294,750.00 HOME: $209,900.00	Other: 2 Other
12	Fair housing education and outreach	2020	2024	Fair Housing	Citywide	Administration and Planning		
13	Economic development	2025	2029	Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: $200,000.00 HOME: $.00	Facade treatment/business building rehabilitation: 5 Business
14	Eliminate slum and blighting influences	2025	2029	Affordable Housing Non-Housing Community Development			CDBG: $300,000	Buildings Demolished: 2 Buildings

Table 2 – Goals Summary

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Goal Descriptions

2	**Goal Name**	New construction of affordable housing
	Goal Description	New construction of affordable housing units
3	**Goal Name**	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; minor repairs; and preservation of affordable units.
5	**Goal Name**	Provide housing and services to homeless
	Goal Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance
6	**Goal Name**	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include: housing and services for persons with HIV/AIDS; services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
7	**Goal Name**	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.

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11	**Goal Name**	Planning and administration of federal programs
	Goal Description	Planning and administration is required for the successful implementation of CDBG and HOME programs.
12	**Goal Name**	Fair housing education and outreach
	Goal Description	Education and outreach on fair housing to affirmatively further fair housing choice.
13	**Goal Name**	Economic development
	Goal Description	Create a program that allows business owners in high-blighted downtown corridors to access funding for building security upgrades and facade improvements. Funding will be leveraged with other funding sources.
14	**Goal Name**	Eliminate slum and blighting influences
	Goal Description	Demolish blighted unsafe structures.

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AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects will be funded using federal CDBG, HOME and CDBG-CV funds:

#	Project Name
1	CD2501 Administration
2	CD2502 Homeless Prevention
3	CD2503 Homeless Supportive Services
4	CD2504 In Home Crisis Response-Boy's Town
5	CD2505 Senior Transportation
6	CD2506 1500 BLK E Routt-Sidewalks/Curbs
7	CD2507 200 BLK VanBuren Sidewalks
9	CD2509 ERESP
10	CD2510 Minor Repair Program
11	CD2511 Homeowner Rehab
12	CD2512 Abatement Dangerous Buildings
13	HO2510 City Administration
14	HO2520 County Administration
15	HO2530 County Programs
16	HO2540 Community Housing Development Organization
17	HO2550 City Programs
18	HO2560 City Match

Table 3 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

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AP-38 Project Summary

Project Summary Information

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1	**Project Name**	CD2501 Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	CDBG: $285,000.00
	Description	Administrative and planning activities associated with the CDBG program, fair housing education, and outreach.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Administration of the program is essential to ensuring all funding is deployed.
	Location Description	
	Planned Activities	
2	**Project Name**	CD2502 Homeless Prevention
	Target Area	
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	
	Funding	:
	Description	The funding will assist low-income families cover their monthly rent and provide them with case management services in financial emergencies. This support aims to help families manage and maintain a budget, increase their income, and reduce the risk of homelessness.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
3	**Project Name**	CD2503 Homeless Supportive Services
	Target Area	

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	Goals Supported	Provide housing and services to homeless
	Needs Addressed	Public Services including Services for Homeless
	Funding	:
	Description	Funding will provide supportive services to low-income, newly unemployed, and homeless families and individuals. Supportive services include comprehensive case management services, basic needs assistance, and referrals and support.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	**Project Name**	CD2504 In Home Crisis Response-Boy's Town
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
5	**Project Name**	CD2505 Senior Transportation
	Target Area	
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	
	Funding	:

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	Description	This program allows for safe transport of the senior population for daily essentials.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
6	**Project Name**	CD2506 1500 BLK E Routt-Sidewalks/Curbs
	Target Area	
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	:
	Description	This funding is dedicated to ADA-accessibility for sidewalks in the 1500 block of E Routt
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
7	**Project Name**	CD2507 200 BLK VanBuren Sidewalks
	Target Area	
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	:
	Description	ADA accessibility for sidewalks in the 200 block of VanBuren.
	Target Date	

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	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	**Project Name**	CD2509 ERESP
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	:
	Description	This funding is part of the emergency repairs and essential services program, which provides owner-occupied home rehabilitation.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
9	**Project Name**	CD2510 Minor Repair Program
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	:
	Description	This program provides essential repairs to maintain livability in existing housing units.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

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	Planned Activities	
10	**Project Name**	CD2511 Homeowner Rehab
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Provide home rehabilitation for owner-occupied housing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
11	**Project Name**	CD2512 Abatement Dangerous Buildings
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	
	Funding	:
	Description	Important maintenance and upgrades to abate dangerous conditions in existing structures.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
12	**Project Name**	HO2510 City Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning

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	Funding	:
	Description	City administration of HOME allocation.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
13	**Project Name**	HO2520 County Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	:
	Description	County administration of HOME funding.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
14	**Project Name**	HO2530 County Programs
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Programs to support affordable housing through Pueblo County.
	Target Date	

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	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
15	**Project Name**	HO2540 Community Housing Development Organization
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
16	**Project Name**	HO2550 City Programs
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

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17	**Project Name**	HO2560 City Match
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

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AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There are no geographic areas in which assistance will be targeted. Applications are received from community members and agencies independent of location and are taken into consideration if the proposed projects fulfill the federal requirements of the programs.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	92
Countywide	8

Table 4 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of funds will be allocated in the City of Pueblo because only the City receives CDBG and CDBG-CV funds so all of those funds will be expended within the City. The HOME funds are divided between the City and County with the vast majority going to the City. Within the City, funds are allocated in different neighborhoods to meet the needs of residents throughout the City.

Discussion

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Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The following tables outline the affordable housing goals funded with CDBG and HOME funds.

One Year Goals for the Number of Households to be Supported	
Homeless	200
Non-Homeless	0
Special-Needs	0
Total	200

Table 5 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	2
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	32

Table 6 - One Year Goals for Affordable Housing by Support Type

Discussion

Per 91.220(1), there are some program-specific requirements for HOME as described below. Eligible applicants for HOME-funded programs are all low- and moderate-income households residing in the City or County or projects that are to be completed by developers, for example, that seeks to construct or rehabilitate units that are income-restricted. This includes applications for HOME funds in support of Low Income Housing Tax Credit (LIHTC) projects or RAD conversions undertaken by the Housing Authority.

HOME applications for affordable housing development will be taken monthly on a rolling basis, as projects are being developed. DHCS will review HOME Program applications in accordance with the Application checklist and on the following criteria:

- Affordable Housing Experience: Capacity must be demonstrated by including an application that identifies all necessary components to accomplish the development, e.g., effective control of sites for acquisition and construction developments, the financial capacity to repay the HOME loan and other financial arrangements, as well as comprehensive program design. DHCS's HOME Program staff will

conduct reviews of:

a. Previous performance under the HOME Program and other related programs, including disbursements, monitoring and findings;

b. Relevant experience in administering housing programs;

c. Relevant experience in developing and managing housing programs and;

d. Size of staff relative to all other program responsibilities.

- Housing Need Factor: The need factor pertains to percentages of the city's lower income households, the percentage of households with housing costs greater than thirty percent (30%) of area median family income adjusted for family size.

- Financing: DHCS places a strong emphasis on projects that will include the use of funds from other sources. All costs will be examined for reasonableness, and applicants may be denied if costs are deemed unreasonable.

The Consortium will not issue a funding commitment until all other commitments are in place. Proof of these commitments will be required prior to Council approval and execution of contracts.

- Readiness: The purpose of the application process is to allocate funds to eligible applicants for proposed projects. Applicants applying for HOME Program funds must begin their developments within ninety (90) days of the notice to proceed. Developments that do not begin within ninety (90) days are subject to have all HOME Program funds recaptured and reallocated to other eligible activities unless otherwise approved by DHCS. DHCS realizes that there may be extenuating circumstances that may delay the beginning of a project. Such circumstances will be reviewed on a case-by-case basis.

Program and services funding available through the CDBG Program is awarded through an annual NOFA process.

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AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Actions planned will address the needs to public housing.

Actions planned during the next year to address the needs to public housing

Over the last six years, the HACP has been executing a four-phased Rental Assistance Demonstration (RAD) project, which converts a 212-unit Public Housing development into four separate projects. The HACP has been successful in leveraging public/private partnerships and funding for each of the phases. The City of Pueblo has used entitlement funding for each of the three completed projects and anticipates an application for the fourth phase when the HACP is awarded tax credit equity.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACP continues to try to increase resident involvement in management by providing regular resident meetings where residents can express concerns to housing management. The Agency maintains a strong working relationship with the City-wide resident organization, which provides resident involvement in strategic and agency planning.

HACP also administers the Family Self-Sufficiency Program, which is a five-year voluntary program for participants in both the Housing Choice Voucher and the Public Housing programs. The program is designed to help individuals with improving their economic status by reducing their dependence on public assistance.

The Family Self Sufficiency Coordinator will assist with developing an individualized plan leading to self-reliance and identifying the steps and activities that need to be taken to reach those goals.

There are various referrals to supportive social services such as childcare, job preparation, credit counseling, education, home ownership, transportation, and vocational training.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable as the HACP is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The City of Pueblo is committed to supporting individuals experiencing homelessness or at risk of becoming homeless through various initiatives. These efforts focus on shelter services, prevention programs, and outreach strategies.

1. Homeless Services

The City of Pueblo owns and operates the community's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned through both CDBG and HOME funding sources.

2. Homelessness Prevention

Through partnerships with nonprofit organizations, the CDBG program provides financial support for eviction prevention efforts, helping individuals and families remain stably housed.

3. Outreach Efforts

The City also supports outreach initiatives, including CDBG-funded programs such as youth outreach, designed to connect vulnerable populations with essential services.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to addressing homelessness through coordinated services, prevention strategies, and targeted outreach.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness

using a By-Names list for each subcategory (i.e. veterans, families, etc.).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Pueblo is actively addressing emergency shelter and transitional housing needs for individuals experiencing homelessness through a combination of shelter services, prevention initiatives, and outreach efforts.

Emergency Shelter Services

The City owns and operates Pueblo's only homeless shelter, ensuring access to safe and stable temporary housing. Wraparound services are coordinated by the Department of Community and Human Services (DCHS) to provide comprehensive support. Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned using both CDBG and HOME funding sources.

Transitional Housing & Prevention Efforts

To support long-term stability, the City collaborates with nonprofit partners to prevent homelessness through eviction prevention programs funded by the CDBG program. These efforts help individuals and families avoid displacement and transition to stable housing.

Outreach & Community Engagement

Recognizing the importance of outreach, the City funds initiatives such as youth outreach programs through CDBG, ensuring that vulnerable populations receive access to resources that promote stability and reintegration into the community.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to providing both immediate shelter and long-term housing solutions for individuals experiencing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key

areas:

1. Homeless Services

The City owns and operates Pueblo's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction prevention programs, helping residents maintain stable housing and avoid displacement.

3. Outreach Initiatives

The City supports various outreach efforts, including youth outreach programs, homelessness prevention services, and operational funding for housing providers—all made possible through CDBG funding.

Despite these ongoing efforts, **funding remains the primary challenge** in expanding housing and support services for individuals and families experiencing homelessness. This issue is expected to intensify as eviction moratoria are lifted, leading to an increase in displacement.

The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key areas:

1. Homeless Services

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Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

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Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction prevention programs, helping residents maintain stable housing and avoid displacement.

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The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Discussion

DRAFT

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

The City of Pueblo recently completed an in-depth Analysis of Impediments to Affordable Housing, identifying critical barriers—from restrictive land-use controls and zoning ordinances to burdensome fees and outdated building codes—that limit access to affordable housing. The study not only highlights these challenges but also proposes actionable solutions designed to ameliorate the negative effects of current public policies, paving the way for a more robust and equitable housing market.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is actively working to remove barriers to affordable housing, including:

- **Zoning and Land Use Reforms:** The City of Pueblo is actively revising its zoning ordinances through the update of its Unified Development Code (UDC). The goal is to relax restrictions on multifamily housing—especially in infill areas—and to expand the definition of "family" so that more flexible occupancy arrangements are allowed. In addition, the plan includes permitting manufactured or modular housing on lots traditionally reserved for single-family dwellings. Similar revisions are being pursued at the county level to encourage a wider range of housing developments.
- **Modernizing Building Codes and Construction Standards:** To reduce overall development costs and improve the return on residential investment, the City is exploring adjustments in building codes and energy standards. This initiative involves assessing alternative construction methods (such as offsite manufacturing, panelized construction, and repurposed shipping containers) that can lower material, labor, and time costs for affordable housing projects.
- **Financial Incentives and Streamlined Development Processes:** Both the City and County are working on creating incentive policies, including fee waivers, tax abatements, and reduced permit costs. These measures aim to lessen the financial burdens imposed by current fees and charges, encouraging private investment in affordable housing. The City's recent award of a Local Capacity Planning Grant from the Department of Local Affairs supports this effort, enabling faster project approvals and more coordinated collaboration among departments.
- **Utilization and Management of Public Land:** The local government intends to reform its acquisition and disposition policies regarding city-owned real estate. By acquiring land at favorable rates and offering it to developers with incentive packages, the City aims to remove barriers related to land cost and availability, thus facilitating new residential infill development.
- **Coordinated Planning and Funding Strategies:** Finally, by leveraging regional comprehensive planning processes and programs such as CDBG, HOME, and State Proposition 123, the City and County are pursuing multiple funding streams to address affordability gaps. These coordinated

efforts include enhanced communication and streamlined administrative procedures among local agencies, which help mitigate the restrictive growth limitations and tax policies that currently impact housing development.

Discussion

DRAFT

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following section describes other actions to be taken to meet the needs of the community.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the limited funding resources available to address identified priorities. In addition, the gap in what households can afford to pay for housing and the price of housing is another obstacle to meeting the needs of the underserved. The City has a lack of decent, affordable units to meet the needs of the community.

The effect of greater community needs in the form of homelessness, risk of homelessness, the increased demand for supportive services (particularly for persons with multi-system contact), rising cost of housing and stagnant wages and an aging housing stock in need of revitalization while funding remains largely stagnant or is decreasing in real dollars puts added pressures on the systems within the City.

The City of Pueblo will continue to partner with other public agencies and non-profit organizations, when feasible, to leverage resources and maximize outcomes in housing and community development.

Lastly, the City and the County contribute approximately $1m annually toward funding various public services agencies. While the need remains greater than the available resources, funding is critical in the community.

Actions planned to foster and maintain affordable housing

The City will utilize its CDBG funds to implement the DHCS's five housing strategies. Specifically, the CDBG funding will be used to help preserve Pueblo's aging and dilapidated housing stock. This is done through several housing rehabilitation programs, including programs for seniors and for persons needing accessibility modifications to age in place. The CDBG funding is leveraged using both City of Pueblo general funding and paired with state and other grant funding opportunities available. These housing rehabilitation programs work to maintain the quality of the affordable housing stock occupied by low- and moderate-income households.

The City may also use CDBG or HOME funding to implement other housing strategies, which include:

1. **Boarded, Blighted & Burnt** – Identify redevelopment solutions for homes that need demolition due to lack of maintenance, condemnation, structural failure, or fires.
2. **Rehabilitation** – Preserve existing housing stock by expanding funding for low- and moderate-income homeowners who need home repairs.
3. **Infrastructure** – Assist with infrastructure fees for affordable housing development. Add infrastructure to existing City-owned vacant parcels to create development-ready properties.

4. **Blighted Commercial** – Assist with the acquisition and demolition of properties with large vacant commercial buildings to make sites ready for redevelopment of high-density residential units.
5. **Homeless Housing Options** – Create transitional housing options for individuals exiting homelessness, including non-congregate sheltering options and support for Rapid Re-Housing and Permanent Supportive Housing.

Additionally, the City will utilize HOME funds toward the new construction of rental units in the Compass Pointe Development.

Actions planned to reduce lead-based paint hazards

The Pueblo County Department of Public Health and Environment operates a lead blood testing program for residents. The lead program offers the following service to residents of the County:

- Lead risk and hazard reduction education to resident owners, property managers, and tenants.
- Lead risk and hazard reduction education for occupational and hobby exposures.
- Environmental testing program for Lead hazard screening (cost: $42.00/hour or no cost to those located within the Superfund Study Area).
- Blood Lead screening for children up to age 16, women of child-bearing age, pregnant or nursing women; and
- Blood Lead monitoring program for children with blood levels at or above 5.0 µg/dL.

The County also provides additional information regarding the common sources of lead exposure, potential health effects and methods to reduce exposure.

The City will continue to work with the Health Department as needed to reduce lead-based paint hazards and will continue to comply with all regulatory requirements of the CDBG and HOME programs as related to lead-based paint.

Actions planned to reduce the number of poverty-level families

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and

integrated planning.

- continue to work within the Continuum of Care process and other coordinating agencies to reduce duplication, improve integration, and identify unmet service needs.
- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- provide letters of support and other documentation to agencies in support of their fundraising efforts.
- enhance public access to information about community services.

Actions planned to develop institutional structure

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the CSAC process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community.

Actions planned to enhance coordination between public and private housing and social service agencies

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Department of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Discussion

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Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following section describes program-specific requirements for the CDBG and HOME programs.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

   The County does not anticipate receiving any additional program income for its HOME programs

during FY 2025.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

   When HOME Program funds are used to assist a household in the purchase of a unit, restrictions will be placed on the unit to ensure compliance with the resale and recapture requirements described in 24 CFR 92.254(a)(5), as amended through July 2013. This section sets forth the method that will be used by the Consortium to enforce these requirements.

   The HOME Down payment Assistance Program will require a default. In the event of a default, as defined under the note and deed, and where net proceeds are sufficient to repay both the City's HOME investment and the homeowner investment, a full repayment of the direct HOME subsidy will be required.

   The City of Pueblo elects to enforce the Recapture Provisions of the HOME Program, recapturing the direct HOME subsidy under the following conditions:

   The City of Pueblo will recapture the direct subsidy amount of the HOME Program funds provided to the homebuyer/homeowner on an approved activity or recapture the maximum net proceeds from sale of property (whether recapture is affected through foreclosure or no foreclosure action).

- When net proceed exceed superior debt and the amount of direct HOME subsidy invested, the City will recapture the entire direct HOME subsidy provided.
- When net proceeds are insufficient to cover superior debt, the direct HOME subsidy will be forgiven.
- When net proceeds are insufficient to reimburse the entire direct HOME subsidy provided, but are in excess of the superior debt, the balance (Direct Subsidy – Net Proceeds) will be recaptured by the City.

   Net proceeds recovered will be used to:

   (1) Reimburse the HOME Program (approved activity) for the outstanding balance of HOME funds not repaid or forgiven during the applicable affordability period at the time of recapture.

   (2) Reimburse the HOME Program (administration) for "holding costs" or other costs associated with the recapture action (legal fees, insurance, taxes, realtor fees, appraisal/BPO costs, etc.). If net proceeds recaptured are less than the outstanding balance of the direct HOME subsidy invested in

the property (for all approved activities and holding costs incurred), the loss will be absorbed by the HOME Program and all HOME Program requirements would be considered to have been satisfied. If net proceeds recaptured are greater than the outstanding balance of direct HOME subsidy invested in the property (for all approved activities and holding costs incurred), the balance of net proceeds will be distributed to the homeowner (or his/her estate). If the recapture of proceeds is effectuated through a completed foreclosure action, and the property is legally owned by the City of Pueblo, the balance of net proceeds recaptured will inure to the City of Pueblo.

For those cases where the affordability requirements are violated as a result of the death of the HOME beneficiary and there is an eligible person who qualified and is desirous of assuming the HOME assistance invested in the property, DHCS will permit sale of the HOME-assisted unit to the qualifying, eligible person, contingent upon DHCS's prior review and approval. The subsequent owner will be required to adhere to all applicable affordability requirements for the unexpired term of the original affordability period.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   Funding provided to developers of affordable rental housing will also be recaptured unless all of the following circumstances are demonstrated to exist: (i) more than 15 to 20 years have elapsed since the substantial completion of the project, or the City approves transfer of the Project and waives acceleration of the indebtedness, which transfer may be approved or disapproved in the sole discretion of the City, (ii) the primary lender also consents to assumption of the mortgage or obligation to which the deed of trust securing the agreement is subordinate, (iii) the sale of the Property is to a subsequent purchaser who agrees in writing to comply with the affordability requirements set forth at 24 CFR, §92.252, (iv).

   All subrecipient, developers, owner and sponsor HOME agreements contain clauses stating project lease-up requirements. The City has amended the written guidelines to address changes promulgated by the 2013 New HOME Rule. All new for-sale single-family projects will have provisions within the written agreement calling out the new HOME Investment Partnership Act requirement that all units not sold within 9 months of completion will be converted to rental.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

   The Consortium does not permit the use of HOME funds to refinance existing debt secured by

multifamily or single-family housing that is being rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

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Final 2025 Annual Action Plan

Attachment A

Community Development Block Grant Program Funds			
2025	**CDBG Allocation**		**$ 1,432,469.00**
Project No.	**Project Name**	**Project Agency**	**Amount**
	Public Services		
CD2501	Administration	DHCS	$ 285,000.00
CD2502	Homeless Prevention	Posada	$ 75,000.00
CD2503	Homeless Supportive Services	Posada	$ 28,858.00
CD2504	In Home Crisis Response-Boy's Town	Catholic Charities	$ 50,000.00
CD2505	Senior Transportation	SRDA	$ 59,892.00
	Public Facilities/Neighborhood Improvements		
CD2506	1500 BLK E Routt-Sidewalks/Curbs	Beverly Ballage	$ 108,000.00
CD2507	200 BLK VanBuren Sidewalks	Natalie Zamora	$ 53,720.00
CD2508	Non-Congregate Shelter	City of Pueblo	$ 50,000.00
CD2513	Neighborhood Improvements	City of Pueblo	$ 21,999.00
	Housing Activities		
CD2509	ERESP	Pueblo County	$ 50,000.00
CD2510	Minor Repair Program	DHCS	$ 100,000.00
CD2511	Homeowner Rehab	DHCS	$ 100,000.00
CD2512	Abatement Dangerous Buildings	Public Works	$ 300,000.00
	Economic Development		
CD2514	Small Business Assistance	DHCS	$ 150,000.00
		CDBG Total	**$ 1,432,469.00**
	HOME Partnership Investement Act Program Funds		
2025	**HUD HOME Allocation**		**$ 877,545.14**
Project No.	**Project Name**	**Project Agency**	**Amount**
HO2510	City Administration	City of Pueblo	$ 76,346.43
HO2520	County Administration	Pueblo County	$ 11,408.09
HO2530	County Programs	Pueblo County	$ 85,560.65
HO2540	Community Housing Development Organization	TBD	$ 131,631.77
HO2550	City Programs	City of Pueblo	$ 572,598.20
HO2560	City Match	City of Pueblo	$ 176,057.49
		Allocation w/ City Match	**$ 1,053,602.63**

Executive Summary

ES-05 Executive Summary – 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Pueblo is a federal entitlement community under the U.S. Department of Housing and Urban Development's Community Development Block Grant (CDBG) Program. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME).

As a CDBG Program HUD entitlement community, the City is required to prepare a Five-Year Consolidated Plan (CP) in order to implement any federal programs that fund housing, community development, and economic development within the community. This CP covers the period from FY 2025 through FY 2029 and will be submitted to HUD for approval.

The purpose of the CP is to guide federal funding decisions in the next five years. The CP is guided by three overarching goals that are applied according to a community's needs. The goals are:

1. To provide decent housing by preserving the affordable housing stock, increasing the availability of affordable housing, increasing the supply of supportive housing for those with special needs, and transitioning homeless persons and families into housing.
2. To provide a suitable living environment through increased housing opportunities and reinvestment in deteriorating communities.
3. To expand economic opportunities through developing housing options that are more closely connected to jobs and services, development activities that promote long-term community viability, and the empowerment of low- and moderate- income persons to achieve self-sufficiency.

The overall priority for the investment of federal funds is to increase self-sufficiency and economic opportunity for lower-income residents and individuals with special needs so that they can achieve a reasonable standard of living.

The City of Pueblo anticipates receiving the following federal resources in FY 2025; estimated projections for five years follow in parentheses:

- CDBG $1,432,469 million ($7,162,345)
- HOME $877,545.14 ($4,387,725.70)

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

The Strategic Plan provides a framework to address the needs of the City for the next five years using CDBG and HOME funds. The three overarching objectives guiding the proposed activities are:

- Providing Decent Affordable Housing
- Creating Suitable Living Environments
- Facilitating Economic Opportunities

Outcomes show how programs and activities benefit a community or the people served. The three outcomes that will illustrate the benefits of each activity funded by the CDBG and HOME programs are:

- Improve Availability/Accessibility to housing and services
- Improve Affordability of housing and services
- Improve Sustainability of housing and services

All future activities funded in the next five years will support at least one objective and one outcome. The identified priorities include:

1. Affordable Housing
2. Public Services including Services for Homelessness
3. Public Infrastructure and Facilities
4. Economic Development and Community Revitalization
5. Fair Housing Education and Outreach
6. Administration and Planning

3. Evaluation of past performance

****INCOMPLETE, awaiting CAPER updates****

The following evaluation of past performance is from the FY2024 Consolidated Annual Performance and Evaluation Report (CAPER). This CAPER has been submitted to HUD but has not yet been approved. The accomplishments that follow are those achieved through the expenditure of CDBG and HOME funds:

4. Summary of citizen participation process and consultation process

The City of Pueblo's Department of Housing and Citizen Services developed an outreach effort to maximize input from a large cross-section of stakeholders. This outreach effort included an online survey, two in-person public meetings with virtual attendance available, and stakeholder input.

The outreach process highlighted several key issues within the community including the need for quality, affordable housing, accessible housing, and housing and services for those experiencing homelessness. A complete summary of Citizen Participation, including comments, is included in the Citizen Participation Appendix.

5. Summary of public comments

Please see the Participation Appendix.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments were accepted.

7. Summary

This plan outlines the goals of the City of Pueblo for its CDBG and HOME funds. Following extensive outreach and public input, the Consolidated Plan and Annual Action Plan clearly outline programs and activities that will address the identified needs. Despite the number of needs identified by stakeholders and the public, the City's CDBG and HOME programs are limited in funding. This document outlines the City's plans to maximize the investment of federal resources.

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The Process

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Describe agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PUEBLO	Department of Housing and Citizen Services
HOME Administrator	PUEBLO	Department of Housing and Citizen Services

Table 1 – Responsible Agencies

Narrative

The City of Pueblo's Department of Housing and Citizen Services administers the CDBG grant. The City of Pueblo and Pueblo County participate as a Consortium within the HOME Investment Partnerships Program (HOME). As the participating jurisdiction, the City of Pueblo undertakes all monitoring and reporting on behalf of Pueblo County. Pueblo County undertakes its affordable housing programs.

Consolidated Plan Public Contact Information

Melissa Cook, Housing Administrator

City of Pueblo Department of Housing and Citizen Services

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Pueblo, CO. 81001

Phone: 719-553-2850

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PR-10 Consultation - 91.100, 91.110, 91.200(b), 91.300(b), 91.215(l) and 91.315(l)

1. Introduction

The City of Pueblo's Department of Housing and Citizen Services developed an outreach effort to maximize input from a large cross-section of stakeholders.

This outreach effort included public meetings, published meeting notices, and stakeholder/focus group communications meant to engage a broad variety of stakeholders and City residents consistent with the Citizen Participation Plan, included in Grantee's Unique Appendix.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Department of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness

The Colorado Balance of State Continuum of Care (BoS CoC) is represented locally by the various housing and service providers working to meet the needs of persons experiencing homelessness while also working to end homelessness. The City is in frequent communication with housing and service providers.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards and evaluate outcomes, and develop funding, policies and procedures for the administration of HMIS

The City of Pueblo does not receive or administer ESG Funds. The City of Pueblo met with the Continuum of Care (COC) during the consultation process to coordinate between government, mental health, and other service agencies, and the Consolidated Plan reflects the same goals and objectives.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdictions consultations with housing, social service agencies and other entities

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Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	Health Solutions
	Agency/Group/Organization Type	Services-Persons with HIV/AIDS Services-Health Services - Victims Health Agency
	What section of the Plan was addressed by Consultation?	Non-Homeless Special Needs Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.
3	**Agency/Group/Organization**	HABITAT FOR HUMANITY OF PUEBLO, INC.
	Agency/Group/Organization Type	Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.
6	**Agency/Group/Organization**	United Way of Pueblo County
	Agency/Group/Organization Type	Services-Children Services-Employment
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Economic Development
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.
7	**Agency/Group/Organization**	Archway Housing & Services
	Agency/Group/Organization Type	Housing Services - Housing

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	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.
8	**Agency/Group/Organization**	Citizens Advisory Council
	Agency/Group/Organization Type	Business and Civic Leaders
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	
14	**Agency/Group/Organization**	Pueblo Community Health Center
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Homelessness Strategy Anti-poverty Strategy
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.
15	**Agency/Group/Organization**	Pueblo Urban Renewal Authority
	Agency/Group/Organization Type	Services - Housing Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs Market Analysis
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.

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17	**Agency/Group/Organization**	POSADA, INC
	Agency/Group/Organization Type	Services - Housing Services-homeless Service-Fair Housing
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans
	How was the Agency/Group/Organization consulted and what are the anticipated outcomes of the consultation or areas for improved coordination?	The agency provided input.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agencies that the City did not consult.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	CoC	The goals are in alignment.

Table 3 – Other local / regional / federal planning efforts

Describe cooperation and coordination with other public entities, including the State and any adjacent units of general local government, in the implementation of the Consolidated Plan (91.215(l))

The City will continue to interact with public entities at all levels to ensure coordination and cooperation in the implementation of the Consolidated Plan and thereby maximize the benefits of the City's housing and community development activities for the residents being served. Specifically, the City meets regularly with Pueblo County's Department of Housing and Human Services and attends monthly meetings of the CoC to coordinate planning and development of solutions for homelessness and issues

related to fair housing. The City communicated with adjacent units of government that the Consolidated Plan was available for review.

Narrative

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PR-15 Citizen Participation - 91.105, 91.115, 91.200(c) and 91.300(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

The City engaged in numerous activities to engage citizen participation in the formation of the Consolidated Plan, including public in-person meetings and online surveys to gather input.

The City informed the public of the public meetings and survey through posting notices on events pages and websites; posting on 17 Facebook pages whose topics focused on City and civic issues; posting paper flyers at a variety of well-trafficked public locations; and distributing electronic flyers via email to a variety of civic, nonprofit and business groups and boards.

A variety of stakeholders from organizations related to public health, housing, community development, and civic issues were individually invited to provide specific input.

Citizen input also includes a 30-day display period of the draft document with an invitation for citizen feedback, followed by a second public hearing. Feedback received from stakeholders and the public helped shape the priority needs identified in the plan.

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Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Internet Outreach	Minorities Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	See Participation Appendix	NA	NA	
2	Stakeholder input	Minorities Non-targeted/broad community	See Participation Appendix	NA	NA	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	Stakeholder input	Persons with disabilities Non-targeted/broad community Housing and Service Providers		See Participation Appendix	All comments were accepted.	http://pueblo.zoom.us/j/98351581834
4	Public Meeting	Housing and Service Providers	March 18 and March 19 in the evenings at two separate public libraries, respectively. Total in-person attendance across the two meetings was 32 people, with additional attendees via Zoom	See Participation Appendix	All comments were accepted.	http://pueblo.zoom.us/j/92754723460
5	Stakeholder input	Non-targeted/broad community	Total survey responses: 89	See appendix for survey results	All comments were accepted	

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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
8	Newspaper Ad	Non-targeted/broad community	NA	NA	NA	
9	Stakeholder input	Non-targeted/broad community	No comments received	No comment received	NA (No comments received)	

Table 4 – Citizen Participation Outreach

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Needs Assessment

NA-05 Overview

Needs Assessment Overview

The needs assessment is based on an analysis of housing problems across the City of Pueblo by income level among renters, owners, and households with special needs. Additionally, needs were identified through a public outreach process that included stakeholder consultations, public meetings, an online resident survey, and a review process designed to meaningfully engage citizens.

Data in this section was drawn primarily from HUD's Comprehensive Housing Affordability Strategy (CHAS) data set, which is a special tabulation of 2011-2020 American Community Survey (ACS) data from the Census Bureau. The CHAS data describes housing problems, such as overcrowding or incomplete kitchen and/or plumbing facilities, as well as cost burden, which occurs when a household pays more than 30% of its gross income on housing costs. Severe cost burden occurs when a household pays more than 50% of its gross income on housing costs.

Supplemental data were drawn from the 2020-2024 ACS 5-Year Estimates and other sources to provide additional context when needed.

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NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Summary of Housing Needs

According to American Community Survey data (2019-2023), median household income in the city of Pueblo was $55,305 in 2023. Just over 60% of the city's population lives in owner-occupied housing, and the median value of owner-occupied housing units for that time period was $230,900, with the median mortgage-owner paying $1,380 per month for housing expenses. Median gross rent (rent plus other contracted expenses such as utilities) was $1,020.

In Pueblo County, median household income was $62,250. Rates of owner-occupied housing were higher (68.3%). Median owner-occupied home values were $271,800, with the median mortgage-owner paying $1,544 per month. Median gross rent in the county was $1,059.

As the data below shows, the most significant housing issues identified are cost burden and severe cost burden. By HUD definitions, "cost burdened" means a household spends more than 30% of income on housing expenses, while "severely cost burdened" households spend more than 50% of income on housing expenses. According to Comprehensive Housing Affordability Strategy (CHAS) data, 14.2% of City households are cost burdened and 13.1% are severely cost burdened. Given a lack of decent, affordable housing options, the area’s lower-income households often face a choice between deficient, substandard housing and cost burden. High housing costs reduce economic opportunities and access to prosperity, especially among lower-income households.

Out of total city households, 15.8 percent have one or more severe housing problems (substandard housing, severe overcrowding, severe cost burden). The data indicates 510 renters and 151 homeowners lack complete plumbing or kitchen facilities, supporting the concerns from stakeholders and citizens about local housing suffering from neglect or age.

Of all cost-burdened households, the largest groups were in the 0-30% AMI bracket: small related renter households (20%), elderly renters (14.2%), and elderly homeowners (17.7%). Among all severely cost-burdened households, renters in the 30-50% AMI group made up 21.5% of the total, while elderly homeowners in the 0-30% AMI bracket were also overrepresented, at 12.8% of all severely cost-burdened households. These numbers indicate a strong need for additional assistance for elderly residents, as well as more affordable options for lower-income renters of all types.

The below tables are HUD-generated tables using 2009-2020 CHAS data that are part of the Consolidated Plan tool. These tables are automatically generated when creating the Consolidated Plan. HAMFI refers to “HUD Adjusted Median Family Income,” which is the median family income calculated by HUD for each jurisdiction in order to determine Fair Market Rents and income limits for HUD programs. HAMFI will not necessarily be the same as other calculations of median incomes such as a simple Census number due to a series of adjustments that are made. Where the HUD tables below report AMI (Area Median Income), they refer to HAMFI.

Wherever automatically generated CHAS data is not available, supplemental information such as American Community Survey (ACS) data will be used.

Demographics	Base Year: 2009	Most Recent Year: 2020	% Change
Population	160,965	166,940	4%
Households	62,675	64,935	4%
Median Income	$0.00	$0.00	

Table 5 - Housing Needs Assessment Demographics

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Number of Households Table

	0-30% HAMFI	>30-50% HAMFI	>50-80% HAMFI	>80-100% HAMFI	>100% HAMFI
Total Households	11,275	8,730	12,364	6,884	25,675
Small Family Households	3,269	2,684	3,764	2,509	12,270
Large Family Households	404	564	1,124	519	2,350
Household contains at least one person 62-74 years of age	2,551	2,159	3,332	1,868	6,900
Household contains at least one person age 75 or older	2,044	1,939	1,939	1,049	2,173
Households with one or more children 6 years old or younger	1,528	1,294	2,063	941	2,037

Table 6 - Total Households Table

Data Source: 2016-2020 CHAS

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Housing Needs Summary Tables

1. Housing Problems (Households with one of the listed needs)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Substandard Housing - Lacking complete plumbing or kitchen facilities	295	85	90	40	510	29	90	28	4	151
Severely Overcrowded - With >1.51 people per room (and complete kitchen and plumbing)	40	35	40	25	140	0	10	49	0	59
Overcrowded - With 1.01-1.5 people per room (and none of the above problems)	155	140	154	60	509	34	40	224	54	352
Housing cost burden greater than 50% of income (and none of the above problems)	4,099	919	224	0	5,242	2,029	1,000	244	18	3,291

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	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Housing cost burden greater than 30% of income (and none of the above problems)	730	2,085	1,444	315	4,574	708	1,150	2,065	730	4,653
Zero/negative Income (and none of the above problems)	605	0	0	0	605	363	0	0	0	363

Table 7 – Housing Problems Table

Data Source: 2016-2020 CHAS

2. Housing Problems 2 (Households with one or more Severe Housing Problems: Lacks kitchen or complete plumbing, severe overcrowding, severe cost burden)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Having 1 or more of four housing problems	4,589	1,179	510	125	6,403	2,094	1,140	559	78	3,871
Having none of four housing problems	2,699	3,158	4,159	1,875	11,891	1,909	3,245	7,129	4,804	17,087
Household has negative income, but none of the other housing problems	0	0	0	0	0	0	0	0	0	0

Table 8 – Housing Problems 2

Data Source: 2016-2020 CHAS

3. Cost Burden > 30%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	1,919	1,035	689	3,643	644	824	595	2,063
Large Related	288	285	45	618	49	84	204	337
Elderly	1,309	755	463	2,527	1,629	940	941	3,510
Other	1,760	1,139	560	3,459	458	323	604	1,385
Total need by income	5,276	3,214	1,757	10,247	2,780	2,171	2,344	7,295

Table 9 – Cost Burden > 30%

Data Source: 2016-2020 CHAS

4. Cost Burden > 50%

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
NUMBER OF HOUSEHOLDS								
Small Related	0	0	370	370	540	325	0	865
Large Related	0	0	75	75	29	24	0	53
Elderly	1,024	255	100	1,379	1,089	478	152	1,719
Other	0	1,580	244	1,824	393	0	0	393
Total need by income	1,024	1,835	789	3,648	2,051	827	152	3,030

Table 10 – Cost Burden > 50%

Data Source: 2016-2020 CHAS

5. Crowding (More than one person per room)

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
NUMBER OF HOUSEHOLDS										
Single family households	160	150	179	85	574	34	30	237	35	336
Multiple, unrelated family households	35	25	15	0	75	0	20	35	18	73

	Renter					Owner				
	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	>80-100% AMI	Total
Other, non-family households	0	0	0	0	0	0	0	0	0	0
Total need by income	195	175	194	85	649	34	50	272	53	409

Table 11 – Crowding Information - 1/2

Data Source: 2016-2020 CHAS

	Renter				Owner			
	0-30% AMI	>30-50% AMI	>50-80% AMI	Total	0-30% AMI	>30-50% AMI	>50-80% AMI	Total
Households with Children Present	812	650	1,016	2,478	1,207	967	1,510	3,684

Table 12 – Crowding Information – 2/2

Data Source Comments: ACS data

Describe the number and type of single person households in need of housing assistance.

According to American Community Survey (ACS) data, there are 16,780 households with a single householder in the city of Pueblo, 4,624 of whom were living in poverty -- that means 27.6% of all householders in single-person homes are below the poverty line. Given that information, it can reasonably be assumed that there are a significant number of single-person households experiencing difficulty finding affordable housing, pointing to a need for additional studio and one-bedroom units.

Estimate the number and type of families in need of housing assistance who are disabled or victims of domestic violence, dating violence, sexual assault and stalking.

There are 28,958 people, or 17.3% of City's population, who identify as having one or more disabilities. Of individuals with disabilities, 36.5% live below the poverty line. The city and county of Pueblo have used CDBG dollars in Minor Home Repairs programs to help disabled, elderly, and low-income residents remain in decent, accessible housing, and citizens at public meetings voiced a preference for programs that allowed residents to stay in current housing stock wherever possible. These programs tend to target exactly the populations identified in this plan as disproportionately impacted by housing problems.

The Pueblo Police Department's 2023 Annual Report (the latest available) indicates that 1,164 incidents of domestic violence were reported, down from 1,505 in 2022 and 1,782 in 2021. In its 2024 Point in Time Count, which gathered evidence on the sheltered homeless population, the Colorado Coalition for

the Homeless (BOC COC) reported that fewer than 10 unhoused people in shelters were fleeing domestic violence. In 2023, a PIT count measuring both sheltered and unsheltered people counted 21 unhoused domestic violence victims, about 7% of the total at that time. However, it remains a priority to provide safe housing to this vulnerable population.

What are the most common housing problems?

Stakeholders reported that given a lack of decent, affordable housing options, the area's lower-income households often face a choice between deficient, substandard housing and cost burden. As the data above show, the most significant housing issues identified are cost burden and severe cost burden.

Cost burden is defined as spending over 30% of household income on housing costs, such as mortgage or rent payments plus utilities, insurance and taxes.

According to CHAS data, 14.2% of City households are cost burdened and 13.14% are severely cost burdened. Overcrowding and substandard housing each affect 1% of City households. This points to a persistent need for an increase in affordable housing options and housing payment assistance. Previous CDBG dollars have been spent on rental assistance and eviction diversion programs, which are effective ways to quickly aid cost-burdened and severely cost-burdened households.

Are any populations/household types more affected than others by these problems?

Cost burden and severe cost burden affect households across the income spectrum, though the need for affordable housing is felt most acutely by the lowest income households. In general, the rate of cost burden declines as household income increases.

Of all cost-burdened households, the largest groups were in the 0-30% AMI bracket: small related renter households (20%), elderly renters (14.2%), and elderly homeowners (17.7%). Among all severely cost-burdened households, renters in the 30-50% AMI group made up 21.5% of the total, while elderly homeowners in the 0-30% AMI bracket were also overrepresented, at 12.8% of all severely cost-burdened households. These numbers indicate a strong need for additional assistance for elderly residents, as well as more affordable options for lower-income renters of all types.

Describe the characteristics and needs of Low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the

needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

According to the Colorado Coalition for the Homeless (BOC COC) 2023 Point in Time Count, the most common characteristics of unhoused individuals are disability (65%). The PIT count also noted that veterans made up 10% of the statewide unhoused total, even though U.S. Census data indicates veterans are only 7.2% of the Colorado population.

If a jurisdiction provides estimates of the at-risk population(s), it should also include a description of the operational definition of the at-risk group and the methodology used to generate the estimates:

Not applicable.

Specify particular housing characteristics that have been linked with instability and an increased risk of homelessness

As shown in the tables above, LMI renter-households with a severe housing cost burden greater than 50% of income tend to be elderly or small families, and homeowners who are severely cost-burdened are also elderly.

Food, transportation, healthcare, and other costs further reduce disposable income and the ability to save. These households are vulnerable to possible eviction and homelessness if their income is reduced for any reason or if they encounter an unexpected expense such as a medical emergency. These households must frequently choose between substandard housing that is affordable and decent housing that is unaffordable. There remains a strong need for decent, affordable housing.

Discussion

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NA-15 Disproportionately Greater Need: Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. The data table below summarizes the percentage of each racial/ethnic group experiencing housing problems by HUD Adjusted Median Family Income (HAMFI) levels. Where the HUD tables below report AMI, they refer to HAMFI. Housing problems include:

- Housing units lacking complete kitchen facilities and/or complete plumbing facilities
- Overcrowding (more than one person per room)
- Housing costs greater than 30% of income (i.e., cost burden)

Note that Hispanic is an ethnicity and is counted separately from race. In the tables that follow, a person who identifies as Hispanic is only counted in the Hispanic row and is therefore not counted in a row representing their identified race.

0%-30% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	8,122	3,173	0
White	3,943	1,287	0
Black / African American	154	145	0
Asian	70	0	0
American Indian, Alaska Native	95	10	0
Pacific Islander	0	0	0
Hispanic	3,638	1,652	0

Table 13 - Disproportionally Greater Need 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

30%-50% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	5,549	3,178	0
White	3,159	1,548	0
Black / African American	64	35	0
Asian	25	10	0
American Indian, Alaska Native	54	35	0
Pacific Islander	0	0	0
Hispanic	2,155	1,524	0

Table 14 - Disproportionally Greater Need 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

50%-80% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	4,574	7,773	0
White	2,749	4,351	0
Black / African American	160	164	0
Asian	28	59	0
American Indian, Alaska Native	60	28	0
Pacific Islander	10	0	0
Hispanic	1,525	2,952	0

Table 15 - Disproportionally Greater Need 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

80%-100% of Area Median Income

Housing Problems	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,245	5,634	0
White	805	2,983	0
Black / African American	10	90	0
Asian	0	19	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	393	2,473	0

Table 16 - Disproportionally Greater Need 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than one person per room, 4.Cost Burden greater than 30%

Discussion

The percentage of households with a housing problem is highest for the lowest income brackets (0-50% HAMFI) and decreases as income increases. According to the above definitions, American Indian/Alaska Natives in the 0-30% income bracket experience disproportionate problems, as do Asian families earning between 0-30% of HAMFI, with all 70 Asian households in that bracket reporting one or more housing problems.

Black/African American households earning 50-80% of HAMFI were also disproportionately impacted by housing problems compared to the rest of the 50-80% income group.

While the data shows that Black, American Indian/Alaska Native and Asian households are disproportionately affected by housing problems, the small sample size for each of these minority groups limits statistical inferences.

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NA-20 Disproportionately Greater Need: Severe Housing Problems - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. The data table below summarizes the percentage of each racial/ethnic group experiencing severe housing problems by HUD Adjusted Median Family Income (HAMFI) levels. Where the HUD tables below report AMI, they refer to HAMFI. Severe housing problems include:

- Housing units lacking complete kitchen facilities and/or complete plumbing facilities
- Overcrowding (more than 1.5 persons per room)
- Housing costs greater than 50% of income (i.e., cost burden)

0%-30% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	6,683	4,608	0
White	3,214	2,013	0
Black / African American	119	180	0
Asian	70	0	0
American Indian, Alaska Native	85	20	0
Pacific Islander	0	0	0
Hispanic	3,023	2,272	0

Table 17 – Severe Housing Problems 0 - 30% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

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30%-50% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	2,319	6,403	0
White	1,309	3,403	0
Black / African American	39	55	0
Asian	25	10	0
American Indian, Alaska Native	30	59	0
Pacific Islander	0	0	0
Hispanic	880	2,789	0

Table 18 – Severe Housing Problems 30 - 50% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

50%-80% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	1,069	11,288	0
White	638	6,457	0
Black / African American	0	320	0
Asian	8	74	0
American Indian, Alaska Native	20	65	0
Pacific Islander	0	10	0
Hispanic	372	4,077	0

Table 19 – Severe Housing Problems 50 - 80% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

80%-100% of Area Median Income

Severe Housing Problems*	Has one or more of four housing problems	Has none of the four housing problems	Household has no/negative income, but none of the other housing problems
Jurisdiction as a whole	203	6,679	0
White	164	3,618	0
Black / African American	0	100	0
Asian	0	19	0
American Indian, Alaska Native	0	4	0
Pacific Islander	0	0	0
Hispanic	38	2,828	0

Table 20 – Severe Housing Problems 80 - 100% AMI

Data Source: 2016-2020 CHAS

*The four severe housing problems are:
1. Lacks complete kitchen facilities, 2. Lacks complete plumbing facilities, 3. More than 1.5 persons per room, 4.Cost Burden over 50%

Discussion

In general, the percentage of households with a severe housing problem is highest within the lowest income brackets (0-50% AMI) and decreases as income increases.

According to the above definitions, Asian households between 0-30% AMI and American Indian/Alaskan Native households between 0-30% AMI disproportionately experience severe housing problems, while Black/African American and Asian households earning between 30-50% AMI experienced a disproportionate level of severe problems.

While the data shows that Asian, Black, and American Indian/Alaskan Native households are disproportionately affected by housing problems, the small sample size for each of these minority groups limits statistical inferences.

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NA-25 Disproportionately Greater Need: Housing Cost Burdens - 91.405, 91.205 (b)(2)

Assess the need of any racial or ethnic group that has disproportionately greater need in comparison to the needs of that category of need as a whole.

Introduction

HUD defines a disproportionately greater housing need when a racial or ethnic group experiences housing problems at a rate over 10 percentage points than that of the corresponding income level as a whole. "Cost-burdened" is defined as paying more than 30% of household income on housing, and severely cost burdened is defined as paying greater than 50% of household income on housing.

Housing Cost Burden

Housing Cost Burden	<=30%	30-50%	>50%	No / negative income (not computed)
Jurisdiction as a whole	44,643	10,175	9,133	988
White	26,047	5,924	4,678	385
Black / African American	590	230	163	100
Asian	310	40	99	0
American Indian, Alaska Native	170	74	120	0
Pacific Islander	45	10	25	0
Hispanic	16,604	3,725	3,858	503

Table 21 – Greater Need: Housing Cost Burdens AMI

Data Source: 2016-2020 CHAS

Discussion

The supplemental data table summarizes the percentage of each racial/ethnic group experiencing cost burden at various levels. Based on these definitions, no racial or ethnic group meets or exceeds the 10 percentage point threshold for disproportionate housing cost burden.

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NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are there any Income categories in which a racial or ethnic group has disproportionately greater need than the needs of that income category as a whole?

Several racial groups experienced disproportionately greater need than the needs of that income category as a whole, but the small numbers of those populations limit statistical inferences.

Housing problems:

- American Indian/Alaska Natives, 0-30% AMI
- Asian households, 0-30% AMI
- Black/African American households, 50-80% AMI

Severe housing problems:

- Asian households, 0-30% AMI and 30-50% AMI
- American Indian/Alaskan Native households, 0-30% AMI
- Black households, 30-50%

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If they have needs not identified above, what are those needs?

The needs among race/ethnicities are indicated above. Income categories have more general needs as described in NA-10 and the Housing Market Analysis.

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

According to ACS, the City of Pueblo is primarily white (70.3%) and Hispanic (48.4%). Black/African Americans and American Indian/Alaska Natives each make up 2.9% and 2.7% of the population, respectively, while Asians represent less than 1%.

For the purposes of this Consolidated Plan, concentration is defined as a census tract where a minority group's population is ten percentage points higher in that census tract than its proportion in the City's population.

See the Unique Appendix for additional information including a table of census tracts.

DRAFT

NA-35 Public Housing - 91.405, 91.205 (b)

Introduction

The Housing Authority for the City of Pueblo (HACP) manages and operates public housing for the City to benefit eligible low-income families, seniors, and persons with disabilities. By working in partnership with the public and private sectors, HACP provides families with housing choice and the opportunity to achieve self-sufficiency. The information generated by the eCon tool in IDIS is insufficient to adequately describe the City's public housing; therefore, the supplemental tables in the following sections were populated using data that was gathered from the HACP.

See the Unique Appendix for additional information.

Totals in Use

	Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project - based	Tenant - based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers in use	33	216	875	1,430	1	1,357	32	0	0

Table 22 - Public Housing by Program Type

***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**

Data Source: PIC (PIH Information Center)

DRAFT

Characteristics of Residents

	Program Type							
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project - based	Tenant - based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	6,338	7,555	13,314	10,341	4,368	10,226	6,973	0
Average length of stay	2	3	4	7	0	7	0	0
Average Household size	2	2	2	2	2	2	1	0
# Homeless at admission	0	0	1	4	0	2	2	0
# of Elderly Program Participants (>62)	1	15	253	215	0	210	3	0
# of Disabled Families	9	75	196	583	0	546	19	0
# of Families requesting accessibility features	33	216	875	1,430	1	1,357	32	0
# of HIV/AIDS program participants	0	0	0	0	0	0	0	0
# of DV victims	0	0	0	0	0	0	0	0

Table 23 – Characteristics of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

DRAFT

Race of Residents

Program Type									
Race	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
White	31	206	841	1,362	1	1,296	27	0	0
Black/African American	2	9	31	65	0	59	4	0	0
Asian	0	1	0	1	0	1	0	0	0
American Indian/Alaska Native	0	0	3	2	0	1	1	0	0
Pacific Islander	0	0	0	0	0	0	0	0	0
Other	0	0	0	0	0	0	0	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 24 – Race of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

Ethnicity of Residents

Program Type									
Ethnicity	Certificate	Mod-Rehab	Public Housing	Vouchers			Special Purpose Voucher		
				Total	Project - based	Tenant - based	Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
Hispanic	15	112	504	878	0	839	10	0	0
Not Hispanic	18	104	371	552	1	518	22	0	0
*includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition									

Table 25 – Ethnicity of Public Housing Residents by Program Type

Data Source: PIC (PIH Information Center)

DRAFT

Section 504 Needs Assessment: Describe the needs of public housing tenants and applicants on the waiting list for accessible units:

Section 504 of the Rehabilitation Act of 1973 and 24 CFR Part 8 requires that 5% of all public housing units be accessible to persons with mobility impairments. Another 2% of public housing units must be accessible to persons with sensory impairments. The Uniform Federal Accessibility Standards (UFAS) is the standard against which residential and non-residential spaces are judged to be accessible. According to data provided by HACP, 4 of the public housing units are ADA/504 Accessible. Data of the accessibility of HCV/Section 8 units is not available.

HACP does not currently maintain a waiting list for accessible units; however it intends to create a separate wait-list for ADA-accessible units as part of its 2021 Annual Plan. The data provided by the HACP indicates that 17 families in public housing and 9 voucher-holding families requested accessibility features.

What are the number and type of families on the waiting lists for public housing and section 8 tenant-based rental assistance? Based on the information above, and any other information available to the jurisdiction, what are the most immediate needs of residents of public housing and Housing Choice voucher holders?

According to HACP's 2021 Annual Plan, there are 742 families on the public housing waiting list; over ninety percent (674) are extremely low income, and 78% (580) are families with children. The greatest needs of households currently living in public housing continue to be stable, decent living conditions and access to opportunity in the form of employment, education, and/or transportation connections to neighborhood amenities. HACP continues to address the most immediate needs of its public housing residents by keeping the maximum number of public housing units possible available and in good condition.

There are 473 families on HACP's waiting list for HCV/Section 8 housing; over ninety-percent (442) are extremely low income, and 84% (396) are families with children. For households utilizing the Housing Choice Voucher (HCV) program, the immediate need is an increased supply of decent, affordable housing. Additional needs of those households accessing various forms of publicly supported housing include access to employment supportive public transportation, employment opportunities, and barrier removal for the elderly and disabled.

How do these needs compare to the housing needs of the population at large

A majority of City households are cost-burdened, emphasizing a need to increase the supply of affordable housing as well as its quality to improve housing choice, living environments, and promote self-sufficiency of LMI households. According to CHAS data, of renter-households earning below 30% HAMFI, 52% of other (non-family) households, 43% of large related households, and 42% of small related households are cost burdened; of renter-households in this income tier, 84% of other

households, 77% of large related households, and 73% of small related households are severely cost burdened. Stakeholders reported that the waiting lists for public housing and the Section 8 Voucher Program are between 3 and 5 years. Until a unit or voucher becomes available, households on the waiting list continue to subsist on extremely low incomes in housing conditions that are likely unaffordable, inadequate, or both.

Discussion

DRAFT

NA-40 Homeless Needs Assessment - 91.405, 91.205 (c)

Introduction:

Pueblo is a member of the statewide Colorado Coalition for the Homeless and receives funding through the statewide balance. The Colorado Balance of State Continuum of Care (BoS CoC) conducts an annual point-in-time (PIT) count of people experiencing homelessness. The PIT provides a "snapshot" of the homeless population and subpopulations for the Colorado Balance of State and captures information about demographic characteristics and risk factors related to homelessness.

The Colorado BoS CoC conducts a sheltered count every year and both a sheltered and unsheltered count every odd year; the 2024 PIT count only records sheltered unhoused people. Of those 120 counted in 2024, 101 were in emergency housing and 19 were in transitional housing. Twenty-one had some type of disabling condition -- 12 had a physical disability while 10 had a mental health concern. Ten were classified as using substances.

The 2023 PIT count (the latest available) noted that Pueblo was one of the three Colorado counties with the largest share of unhoused individuals, at 16%. In that count, 137 people were in emergency shelter or transitional housing, while 222 people were unsheltered.

The below table indicates all the information available in the 2023 PIT count; where the information is not available, fields are left blank.

Homeless Needs Assessment

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Adult(s) and Child(ren)	0	0	0	0	0	0
Persons in Households with Only Children	0	0	0	0	0	0

Population	Estimate the # of persons experiencing homelessness on a given night		Estimate the # experiencing homelessness each year	Estimate the # becoming homeless each year	Estimate the # exiting homelessness each year	Estimate the # of days persons experience homelessness
	Sheltered	Unsheltered				
Persons in Households with Only Adults	0	0	0	0	0	0
Chronically Homeless Individuals	125	9	134	0	0	0
Chronically Homeless Families	0	0	0	0	0	0
Veterans	18	3	21	0	0	0
Unaccompanied Child	0	0	2	0	0	0
Persons with HIV	2	0	0	0	0	0

Table 26 - Homeless Needs Assessment

Data Source Comments: Balance of State Colorado PIT count 2023

Indicate if the homeless population is: Has No Rural Homeless

If data is not available for the categories "number of persons becoming and exiting homelessness each year," and "number of days that persons experience homelessness," describe these categories for each homeless population type (including chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth):

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Data for the number of persons becoming and exiting homelessness each year and the number of days that persons experienced homelessness is not available for homeless individuals and families, families with children, veterans and their families, and unaccompanied youth in the City of Pueblo. This data is not collected at this time.

However, the 2023 PIT for the BOS found that 81% were households with only adults, but 18% were households with at least one adult and one child. Unaccompanied children were 2% of the total. Notably, 62% of unhoused adults had one or more disabling condition, and 37% of all unhoused adults were chronically homeless, pointing toward the need for additional services for these individuals.

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Nature and Extent of Homelessness: (Optional)

Race:	Sheltered:	Unsheltered (optional)
White	100	129
Black or African American	10	8
Asian	1	1
American Indian or Alaska Native	13	21
Pacific Islander	0	2
Ethnicity:	**Sheltered:**	**Unsheltered (optional)**
Hispanic	63	64
Not Hispanic	74	89

Data Source Comments: Balance of State Colorado PIT count 2023

Estimate the number and type of families in need of housing assistance for families with children and the families of veterans.

The PIT count for the BOS found that 18% of unhoused people in Pueblo were households with at least one adult and one child. Pueblo's PIT counted 21 veterans (both sheltered and unsheltered) in need of housing assistance, but did not include information on families of veterans.

Economic factors in housing supply have increased housing costs. Families with young children are also burdened with childcare expenses, or lack of economic opportunity if they can't secure childcare during working hours, increasing precarity for these households. Increasing affordable one- or two-bedroom housing units (for example, through more multifamily construction) may help ease cost burdens through greater supply. These households would likely also benefit from rental assistance.

Describe the Nature and Extent of Homelessness by Racial and Ethnic Group.

Homelessness percentages tend to closely follow the city's racial and ethnic demographics. The City’s population is 48% Hispanic, and 49% of unhoused individuals in the 2023 PIT count were Hispanic. Pueblo is 70.3% white, and 73% of the homeless population was white. However, Black/African Americans make up 2.7% of the city's population, but 6% of its homeless percentages.

Describe the Nature and Extent of Unsheltered and Sheltered Homelessness.

According to the 2023 CO BOS PIT data for Pueblo, most unhoused people are unsheltered -- 62% were unsheltered, compared to 38% that were either in emergency shelters or transitional housing. Only 12% of the total were in transitional housing. Given that transitional housing is a pathway to stable permanent housing for many types of unhoused individuals, an increase in transitional housing may be beneficial for long-term help for the unhoused population in Pueblo. The PIT count also noted that 37% of unhoused individuals had a chronic illness, and 17% had a serious mental illness, while 11% had a substance abuse disorder.

Discussion:

NA-45 Non-Homeless Special Needs Assessment - 91.405, 91.205 (b,d)

Introduction

Persons with special needs include the elderly and frail elderly, persons with severe mental illness, persons with developmental disabilities, persons with physical disabilities, and persons with alcohol/other drug addictions. In addition, many persons with such special needs also have very low incomes.

Describe the characteristics of special needs populations in your community:

Individuals who have special needs are typically extremely low income and face tremendous challenges finding housing that they can afford. Individuals with special needs may also require supportive services in addition to affordable housing. Public and private sources have limited funds available for these purposes, making it difficult for non-profit organizations to develop and operate housing and supportive service programs.

Elderly

Elderly persons are more likely to live on fixed, very low incomes or require special supportive service to complete their daily routines. This means elderly residents especially need affordable housing options and easy access to service providers.

According to ACS 2015-2019 estimates, 31.4% of households consist of at least one person aged 65 or over. In addition, the Census reported that 45.6% of persons 65 years and over had at least one disability in 2019; 30.3% of whom experienced an ambulatory difficulty and 17% experienced an independent living difficulty.

Persons with Disabilities

According to , 20.9% of the City's population (22,560 persons) identify as having one or more disabilities. Individuals with ambulatory disabilities generally require accessible housing units, and individuals with independent living disabilities may require assisted living facilities. Data from 2019 ACS 5-Year Estimates indicates that 55.1% indicated an ambulatory difficulty; 38.2% reported a cognitive difficulty.

In the City, 22.3% of all adults aged 18-64 live below the poverty line. However, there are differences in the incidence of poverty by disability status. For people with a disability, 39.3% live below the poverty line as compared to 18.2% of people without a disability.

Substance Abuse and Addiction

Behavioral health, including substance abuse, has been a frequent priority of the Pueblo County Public Health Department. In Pueblo County, the overdose death rate has fallen dramatically after public health initiatives to address the issue. In 2022, the overdose death rate was 22.87 per 100,000; by by 2024, that rate had fallen to 18.89 per 100,000. However, substance abuse remains a detriment. Overdose deaths overwhelmingly affect males, with age groups 30-39 and 50-59 most commonly affected (at 29% and 21%, respectively).

What are the housing and supportive service needs of these populations and how are these needs determined?

Summarizing the above estimates and input received during stakeholder interviews held in preparing the Five-Year Consolidated Plan, the most significant needs for these populations are:

- Access to clean, safe, and affordable housing for renters and owners;
- Assistance making repairs to owner-occupied homes, including accessibility improvements;
- Removal of abandoned or unsafe/blighted homes, and replacement with new housing
- Rehabilitation of rental units;
- Increasing the number of designated supportive housing units and permanent supportive housing for families and people discharging from institutions, including respite beds for persons with medical needs; and
- Increasing emergency shelter beds.

Discuss the size and characteristics of the population with HIV/AIDS and their families within the Eligible Metropolitan Statistical Area:

The Housing Opportunities for Persons With AIDS (HOPWA) Program is the only Federal program dedicated to the housing needs of people living with HIV/AIDS. Under the HOPWA Program, HUD makes grants to local communities, States, and nonprofit organizations for projects that benefit low-income persons living with HIV/AIDS and their families. The City of Pueblo does not receive HOPWA funds.

If the PJ will establish a preference for a HOME TBRA activity for persons with a specific category of disabilities (e.g., persons with HIV/AIDS or chronic mental illness), describe their unmet need for housing and services needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2) (ii))

Discussion:

NA-50 Non-Housing Community Development Needs - 91.415, 91.215 (f)

Describe the jurisdiction’s need for Public Facilities:

Through CDBG funds, the City of Pueblo can fund the construction, rehabilitation, or installation of public facilities. Eligible public facilities include neighborhood facilities (such as educational centers, parks, recreation centers, and libraries) and facilities for special needs populations (such as homeless shelters, elderly facilities, or centers for people with disabilities).

Stakeholder interviews cited a strong need for additional facilities to aid the unhoused population. Public meeting responses and public survey data also focused on homelessness facilities, but additionally highlighted the need for community centers, public transportation, healthcare facilities, and parks & recreation facilities.

How were these needs determined?

The City of Pueblo facilitated a series of stakeholder communications, a public survey, and public meetings regarding the needs across the community. Additionally, Pueblo analyzed CHAS data on housing problems and cost burden in the community, ACS data on poverty among groups such as elderly and the disabled, and the Colorado Coalition for the Homeless point-in-time count.

Describe the jurisdiction’s need for Public Improvements:

Through the investment of CDBG funds, the City can also fund the construction, rehabilitation, or installation of public improvements. Public improvements include, but are not limited to, street and sidewalk improvements, water and sewer installation, and maintenance and ADA compliance construction and rehabilitation.

According to public survey data and public meeting discussion, improvements to roads, sidewalks and public transportation could improve public safety as well as enhance lower-income residents' economic opportunities by making it easier to access jobs and services.

How were these needs determined?

The City of Pueblo facilitated a series of stakeholder interviews and public meetings and received feedback regarding the needs across the community.

Describe the jurisdiction’s need for Public Services:

Through the investment of CDBG funds, the City can fund an array of public services. Eligible public services include, but are not limited to, homeless services, education and workforce development programs, homebuyer counseling, elderly care and programs, and childcare and health services for low-moderate-income households.

According to public survey responses and public meeting discussions, public service needs include:

- Youth programs (day programs, summer camps, after-school activities, and job training);
- Mental health services for individuals and families who are homeless or at risk of homelessness;
- Substance abuse services
- Homeless services to help individuals maintain housing and economic independence

How were these needs determined?

The City of Pueblo facilitated a series of stakeholder interviews and public meetings and received feedback regarding the needs across the community.

Housing Market Analysis

MA-05 Overview

Housing Market Analysis Overview:

This market analysis identifies the need to advance efforts to create a diverse supply of additional affordable units. Ideally, the City of Pueblo will have a mix of housing to accommodate households of all types and income levels. The City's housing strategies will be especially guided by the increasing mismatch between incomes and housing costs and the specific accommodations necessary to ensure that special needs populations have adequate affordable housing options with appropriate supportive services where needed.

General conclusions about the market, as described in the following pages, include:

- Single family units – which tend to be larger than multi-family units – comprise 75% of the housing stock. There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children and single-person households, demographic groups particularly prone to cost burden and severe cost burden.
- The high incidence of poverty among households with children and persons with disabilities points to the need for affordable housing, particularly within the renter-occupied market.
- Stakeholders noted that the available housing inventory is inadequate across all price points; the fair market rent for a two-bedroom apartment in Pueblo is well out of reach for a full-time minimum wage worker, even with recent increases in Colorado's minimum wage.
- A majority of the housing stock, both renter- and owner-occupied units, in the City was constructed prior to 1979. The age of the housing stock points to the need for residential rehabilitation of both renter- and owner-occupied units.
- The greatest number of employment opportunities within the City occur in the education and health care sector, which generally require a minimum of a Bachelor's degree. This sector also imports the largest number of workers, suggesting that the current workforce does not have training or education that match the employment opportunities in the City, and that additional training or retraining opportunities are needed and/or may not be utilized by currently unemployed residents.

MA-10 Housing Market Analysis: Number of Housing Units - 91.410, 91.210(a)&(b)(2)

Introduction

According to the below CHAS data, there are 70,887 total residential units in the city of Pueblo, the vast majority (75%) of which are single-unit detached. Large multi-family (20+ units in a building) and alternative types of units (mobile homes, boats, etc.) are the next most-common types of housing, at 6% apiece.

According to 2019-2023 American Community Survey data, most housing is owner-occupied (68.3%), and 84.5% of the population has been living in their current homes for more than one year.

Housing size follows a few notable patterns, according to ACS data: Owner-occupied units are typically larger homes, with a notable concentration in the 3-bedroom (11,952 units) and 4+ bedroom (8,323 units) categories. Conversely, renter-occupied units are heavily concentrated in smaller dwellings, with a substantial majority in the 0-1 bedroom (5,112 units) and 2-bedroom (7,522 units) ranges.

There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children, the elderly, and the disabled, demographic groups that frequently live below the poverty line.

Data from the 2023 ACS indicates that among the entire County population, 15.4% live below the poverty line. Among children under the age of 18 and seniors over the age of 65, approximately 19.4% and 18%, respectively, live below the poverty line. For persons with a disability, 16% live below the poverty line. The high incidence of poverty among households with children, seniors, and persons with disabilities points to the need for affordable housing, particularly within the renter-occupied market.

All residential properties by number of units

Property Type	Number	%
1-unit detached structure	53,165	75%
1-unit, attached structure	2,505	4%
2-4 units	3,648	5%
5-19 units	3,020	4%
20 or more units	4,545	6%
Mobile Home, boat, RV, van, etc	4,004	6%
Total	***70,887***	***100%***

Table 27 – Residential Properties by Unit Number

Data Source: 2016-2020 ACS

Unit Size by Tenure

	Owners		Renters	
	Number	%	Number	%
No bedroom	169	0%	870	4%
1 bedroom	858	2%	5,189	23%
2 bedrooms	8,729	21%	8,174	36%
3 or more bedrooms	32,494	77%	8,463	37%
Total	***42,250***	***100%***	***22,696***	***100%***

Table 28 – Unit Size by Tenure

Data Source: 2016-2020 ACS

Describe the number and targeting (income level/type of family served) of units assisted with federal, state, and local programs.

Currently, the portfolio of the Public Housing Program, operated by the Housing Authority of the City of Pueblo (HACP), has 689 rental units ensuring long-term housing. The Low-Income Tax Credit (LIHTC) properties have 286 units, of which 121 units are the Project Based Rental Assistance Program, and 55 units are Project Based Voucher Program which are tied to subsidized housing for long-term affordability.

The remaining 110 LIHTC properties are of mixed-income developments that promote sustainable affordability. HACP prioritized housing solutions for elderly residents and people with disabilities with 132 units in Section 8 New Construction and 96 units in the 202 PRAC programs. The Housing Choice Voucher Program enables family rental assistance in the private market. Currently, there are approximately 1,200 vouchers being administered by HACP.

HOME activities undertaken in 2023 included two new multi-family construction projects (77 units), one multi-family rehabilitation project (16 units), and continued tenant-based rental assistance.

Provide an assessment of units expected to be lost from the affordable housing inventory for any reason, such as expiration of Section 8 contracts.

Housing units that receive tax credits or other forms of assistance can be at risk of being converted to market rate housing upon maturity of the tax credits or the affordability period, typically 15, 20, or 30 years. Without subsidies, many of these units will be lost to the low-income market, either through higher, non-subsidized rents being charged or from owners abandoning or converting units. The potential loss of these units would be significant in Pueblo should Section 8 subsidies not be renewed. If any of these units are lost to the low-income residents, HACP's waiting list will likely increase. However, subsidies are, in most cases, renewed as the owners of such housing often opt to stay in the program to ensure rent payments.

Does the availability of housing units meet the needs of the population?

The number of available housing units is insufficient to meet the needs of the population. According to HACP's 2021 Annual Plan, there are 742 families on the public housing waiting list; over ninety percent (674) are extremely low income, and 78% (580) are families with children. There are 473 families on HACP's waiting list for HCV/Section 8 housing; over ninety-percent (442) are extremely low income, and 84% (396) are families with children.

Describe the need for specific types of housing:

Single family units – which tend to be larger than multi-family units – comprise 75% of the housing stock. There is a need for more multi-family housing units which tend to be more affordable, particularly for small families with children, the disabled, and the elderly. Stakeholders confirmed these findings, reporting that the greatest need is split between studio/one-bedroom apartments and multi-family units.

Discussion

MA-15 Housing Market Analysis: Cost of Housing - 91.410, 91.210(a)

Introduction

The HUD-provided table below (Table 44) indicates the number of affordable units available to households with various income levels.

The 2,394 rental units identified as affordable to households earning 30% of the HUD-adjusted Median Family Income (HAMFI) represent 9.4% of the 25,557 units of renter-occupied housing inventory in the County as of the below charts, which incorporate data from 2020. Just over 31% of renter housing is affordable to households earning 50% HAMFI.

The Fair Market Rent (FMR) for a two-bedroom unit in the County of Pueblo in 2020 was $1,124 per month, according to the below tables. To avoid being cost burdened, a household needed to earn $44,960 per year, or roughly $21.61 per hour. (The minimum wage in Colorado was $12 per hour in 2020, meaning a worker would earn $24,960 per year for a 40-hour workweek.)

Fair market rent for a two-bedroom has increased to $1,258 in 2025, meaning a household would need to earn $50,320 in order not to be cost burdened. The minimum wage has increased to $14.89 as of 2025, or $30.97 for a 40-hour workweek, still leaving minimum-wage earners unable to comfortably afford a FMR two-bedroom on a 40-hour workweek.

Cost of Housing

	Base Year: 2009	Most Recent Year: 2020	% Change
Median Home Value	0	0	0%
Median Contract Rent	0	0	0%

Table 29 – Cost of Housing

Data Source: 2000 Census (Base Year), 2016-2020 ACS (Most Recent Year)

Rent Paid	Number	%
Less than $500	5,570	24.5%
$500-999	13,311	58.6%
$1,000-1,499	3,135	13.8%
$1,500-1,999	425	1.9%
$2,000 or more	185	0.8%
Total	***22,626***	***99.7%***

Table 30 - Rent Paid

Data Source: 2016-2020 ACS

	Base Year: 2010		Most Recent Year: 2015		% Change	
	City	County	City	County	City	County
Median Home Value	$120,600 ($130,073 in 2015)	$140,700 ($151,752 in 2015)	$114,200	$138,600	-5.31% (-12.20% adjusted)	-1.49% (-8.67% adjusted)
Median Contract Rent	$517 ($558 in 2015)	$537 ($579 in 2015)	$577	$601	11.61% (3.48% adjusted)	11.92% (3.77% adjusted)
Median Income	$34,323 ($37,019 in 2015)	$40,699 ($43,896 in 2015)	$34,550	$41,286	0.66% (-6.67% adjusted)	1.44% (-5.95% adjusted)

Source: 2006-2010 5-Year ACS (2009 5-Year Estimates no longer available), 2011-2015 5-Year ACS (B19013, B25077, B25058)

Housing Affordability

Number of Units affordable to Households earning	Renter	Owner
30% HAMFI	2,394	No Data
50% HAMFI	7,972	4,684
80% HAMFI	15,191	13,415
100% HAMFI	No Data	19,075
Total	***25,557***	***37,174***

Table 31 – Housing Affordability

Data Source: 2016-2020 CHAS

Monthly Rent

Monthly Rent ($)	Efficiency (no bedroom)	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
Fair Market Rent	815	854	1,124	1,471	1,674
High HOME Rent	657	661	875	1,124	1,234
Low HOME Rent	596	638	766	885	987

Table 32 – Monthly Rent

Data Source: HUD FMR and HOME Rents

Is there sufficient housing for households at all income levels?

There is insufficient housing for 0-80% HAMFI income groups, particularly for extremely low- and very low- income households in the City.

According to 2020 CHAS data analyzed in the Needs Assessment, there are 20,005 households earning between 0% and 50% of the median family income in Pueblo. However, there are only 15,050 housing units (both renter and owner-occupied) affordable to these households, accommodating only 75.2% of this population. Stakeholders also noted that the available housing inventory is inadequate across all price points.

How is affordability of housing likely to change considering changes to home values and/or rents?

Median income has struggled to keep pace with inflation in recent years. For example, although the Federal Reserve Bank of St. Louis estimates that Pueblo County income rose from $50,885 in 2020 to $63,801 in 2023 (the latest estimate), the Bureau of Labor Statistic's inflation calculator shows a household would need to earn $65,138 to maintain buying power over that time. That erosion of buying power presents challenges for affording housing.

As for housing costs specifically, the County and City of Pueblo commissioned a Housing Assessment and Strategy Report, released in 2021 and updated in 2024, noting the particular difficulties of maintaining and increasing affordable housing stock in the current economic and regulatory environment. In 2024, the report noted that apartment rents had spiked an average of 30% from mid-2021 to the end of 2022, while single-family-home sales prices had also risen noticeably, with the average price increasing by 150% over the previous 10 years. New housing development of all types is the core solution to these problems, according to the report, but housing production has not kept pace. The report noted that construction costs are not favorable for rapid production for the foreseeable future, forecasting a continued housing shortage that prevents more affordable housing. It recommended regulatory revisions to ease the high cost of construction, and Pueblo is currently changing its zoning ordinances to facilitate this.

How do HOME rents / Fair Market Rent compare to Area Median Rent? How might this impact your strategy to produce or preserve affordable housing?

Area Median Rent is $1,268, while the FMR for a 2-bedroom unit is $1,124. As discussed above, the FMR is not attainable for most lower-income households. Rental housing costs are increasing while median income struggles to keep up, meaning that housing costs account for a relatively larger share of income for renters.

As housing construction and rehabilitation costs rise, it will be increasingly difficult to produce much needed affordable housing. Efficient creation of new affordable units is important for maintaining affordability.

Discussion

MA-20 Housing Market Analysis: Condition of Housing - 91.410, 91.210(a)

Introduction

The following data provide an overview of the condition of housing in the City of Pueblo.

Describe the jurisdiction's definition of "standard condition" and "substandard condition but suitable for rehabilitation":

Standard Condition: No major structural defects; adequate plumbing and kitchen facilities; appearance which does not create a blighting influence; and the house meets additional, more stringent, local standards and building codes, including lead-based paint clearance.

Substandard Condition but Suitable for Rehabilitation: The nature of the substandard condition makes rehabilitation both financially and structurally feasible.

Housing Conditions

Condition of units is assessed using the same criteria as in the Needs Assessment. This includes: 1) lacks complete plumbing facilities, 2) lacks complete kitchen facilities, 3) more than one person per room, 4) cost burden (amount of income allocated to housing) is greater than 30%, and 5) complies with applicable building code standards.

Condition of Units

Condition of Units	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
With one selected Condition	9,460	22%	10,335	46%
With two selected Conditions	223	1%	740	3%
With three selected Conditions	0	0%	50	0%
With four selected Conditions	0	0%	0	0%
No selected Conditions	32,570	77%	11,577	51%
Total	***42,253***	***100%***	***22,702***	***100%***

Table 33 - Condition of Units

Data Source: 2016-2020 ACS

Year Unit Built

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
2000 or later	9,448	22%	3,339	15%
1980-1999	9,013	21%	4,805	21%
1950-1979	16,196	38%	9,280	41%

Year Unit Built	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Before 1950	7,544	18%	5,260	23%
Total	***42,201***	***99%***	***22,684***	***100%***

Table 34 – Year Unit Built

Data Source: 2016-2020 CHAS

Risk of Lead-Based Paint Hazard

Risk of Lead-Based Paint Hazard	Owner-Occupied		Renter-Occupied	
	Number	%	Number	%
Total Number of Units Built Before 1980	23,740	56%	14,540	64%
Housing Units build before 1980 with children present	3,760	9%	2,231	10%

Table 35 – Risk of Lead-Based Paint

Data Source: 2016-2020 ACS (Total Units) 2016-2020 CHAS (Units with Children present)

Vacant Units

	Suitable for Rehabilitation	Not Suitable for Rehabilitation	Total
Vacant Units	0	0	0
Abandoned Vacant Units	0	0	0
REO Properties	0	0	0
Abandoned REO Properties	0	0	0

Table 36 - Vacant Units

Data Source: 2005-2009 CHAS

Describe the need for owner and rental rehabilitation based on the condition of the jurisdiction's housing.

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Estimate the number of housing units within the jurisdiction that are occupied by low or moderate income families that contain lead-based paint hazards. 91.205(e), 91.405

Lead-based paint was banned from residential uses in 1978. All houses constructed before 1978 are therefore considered at risk for containing lead-based paint. HUD has made the elimination of housing units containing lead-based paint a priority, estimating that 90% of pre-1940 housing units, 80% of units constructed between 1940-1959, and 62% of units constructed from 1960-1979 contain lead-based paint.

Lead-based paint hazards pose the greatest risk for children, especially those under seven years of age. The poisoning of children from contact with lead-based paint has been recognized as a major public health problem by the Center for Disease Control (CDC). According to the CDC, lead is the number one environmental health hazard to American children. It is estimated that 10%-15% of all preschoolers in the United States are affected. Lead poisoning causes IQ reductions, reading and learning disabilities, decreased attention span, hyperactivity, and aggressive behavior.

The HUD IDIS-generated table above provides data on owner-occupied and renter- occupied units built before 1980, and housing units built before 1980 with children present. As the table indicates, though there are a higher proportion of renter-occupied units built prior to 1980, children are almost equally likely to be impacted by lead-based paint hazards in both owner- and renter-occupied units.

Discussion

MA-25 Public And Assisted Housing - 91.410, 91.210(b)

Introduction

The Housing Authority for the City of Pueblo (HACP) operates 778 conventional public housing units for low-income, elderly, and disabled Pueblo residents. By working in partnership with the public and private sectors, the HACP provides families with housing choice and the opportunity to achieve self-sufficiency. The information generated by the eCon tool in IDIS is insufficient to adequately describe the City's public housing; therefore, the supplemental tables in the following sections were populated using data that was gathered from HACP.

Totals Number of Units

Program Type									
	Certificate	Mod-Rehab	Public Housing	Vouchers					
				Total	Project -based	Tenant -based	Special Purpose Voucher		
							Veterans Affairs Supportive Housing	Family Unification Program	Disabled *
# of units vouchers available	30	215	901	1,501	0	1,501	263	0	0
# of accessible units									
***includes Non-Elderly Disabled, Mainstream One-Year, Mainstream Five-year, and Nursing Home Transition**									

Table 37 – Total Number of Units by Program Type

Data Source: PIC (PIH Information Center)

Describe the supply of public housing developments:

Describe the number and physical condition of public housing units in the jurisdiction, including those that are participating in an approved Public Housing Agency Plan:

The Housing Authority for the City of Pueblo (HACP) operates 778 conventional public housing units for low-income, elderly, and disabled Pueblo residents. Per HACP's 2021 Annual Plan, it also manages 214 homes in the area. In addition, HACP is approved to administer 1,540 HCV/Section 8 units, including 60 HCV's specifically for veterans.

HUD's Real Estate Assessment Center conducts physical property inspections of properties that are owned, insured or subsidized by HUD, including public housing and multifamily assisted housing. The purpose is to ensure that public housing units are decent, safe, sanitary, and in good repair. Of the 16 multifamily units inspected, only one (Casa Del Sol) received a non-passing grade (grade received: 54c on 2/15/2023) in the past several years. Buildings must receive a 60 to be considered passing. However, other buildings received a "c" rating, meaning that at least one life-threatening health and safety deficiency was found. Non-life threatening health and safety deficiencies were found in four of the 12 multifamily developments inspected (‘b’ ratings). Four of the 16 buildings received a "c" rating, and five received a "b."

Public Housing Condition

Public Housing Development	Average Inspection Score

Table 38 - Public Housing Condition

Describe the restoration and revitalization needs of public housing units in the jurisdiction:

Per its 2021 Annual Plan, the HACP has leveraged private and other public funds to begin construction on Mountain View Townhomes, consisting of 51 new affordable housing units. Mountain View Townhomes are the second of a four-phase project to demolish and replace the 212-unit Sangre de Cristo Apartments. Phase one of the project, construction of the 72-unit Uplands Townhomes, has been completed.

Describe the public housing agency's strategy for improving the living environment of low- and moderate-income families residing in public housing:

The HACP has established the following strategy in its 5-Year PHA Plan to improve the living environment of public housing residents:

- Implement measure to deconcentrate poverty by bringing higher income public housing households into lower income developments;
- Implement measures to promote income missing in public housing by assuring access for lower-income families into higher-income developments;
- Implement public housing security improvements, such as increased lighting and security officers in high-crime areas.

In addition, the HACP administers the Family Self-Sufficiency Program (FSS), in which families sign a 5-year contract to become self-sufficient. The program allows families to set aside a portion of rent increases, as a result of increases in earned income during the contract, into an escrow account. At the end of the contract families receive the escrow account to use as a down payment on the purchase of a home or for deposits and other fees associated with renting in the private market. Homeownership counseling is also offered to residents enrolled in the program. As of October, 2020, there were a total of 47 FSS participants; 29 in public housing, and 18 in Section 8.

Discussion:

Explanation of Inspection Scores in Public Housing Condition Table:

- An asterisk (*) indicates that health and safety (H&S) deficiencies were found with respect to smoke detectors.

- The lower-case letter indicates whether or not other kinds of H&S deficiencies were observed, as follows:

a) The letter "a" is given if no health and safety deficiencies were observed other than for smoke detectors.

b) The lower-case letter "b" is given if one or more non-life threatening H&S deficiencies, but no exigent/fire safety H&S deficiencies were observed other than for smoke detectors.

c) The lower-case letter "c" is given if one or more life threatening exigent/fire safety (calling for immediate attention or remedy) H&S deficiencies were observed.

MA-30 Homeless Facilities and Services - 91.410, 91.210(c)

Introduction

This section of the Consolidated Plan lists and describes housing facilities and services available to meet the needs of the homeless population in the City of Pueblo. The City supports the cooperative efforts and activities of local service providers through its membership in the Colorado Balance of State Continuum of Care (BoS CoC). The BoS CoC works to address homelessness and the priority needs of homeless individuals and families, including homeless subpopulations. To the extent possible, the City also assists agencies seeking federal, state, and private funding for housing and activities related to homelessness and those at risk of homelessness.

Facilities Targeted to Homeless Persons

	Emergency Shelter Beds		Transitional Housing Beds	Permanent Supportive Housing Beds	
	Year Round Beds (Current & New)	Voucher / Seasonal / Overflow Beds	Current & New	Current & New	Under Development
Households with Adult(s) and Child(ren)	96	0	0	35	0
Households with Only Adults	96	0	13	9	25
Chronically Homeless Households	0	0	0	0	0
Veterans	0	0	0	0	10
Unaccompanied Youth	0	10	0	0	0

Table 39 - Facilities Targeted to Homeless Persons

Data Source Comments: Source: 2025 PIT BoS CoC

Describe mainstream services, such as health, mental health, and employment services to the extent those services are use to complement services targeted to homeless persons

Affordable Housing:

For those homeless or low-income citizens who are seeking to obtain rental housing or to purchase a home, the City of Pueblo has several programs that assist with education on home purchase, and the Colorado Housing and Finance Authority provides down payment assistance.

In addition to the Housing Authority programs described in Section MA-25, nonprofit organizations throughout Pueblo help boost affordable housing: Nancy's Place offers youth aging out of foster care an affordable housing option; Neighborworks of Southern Colorado offers homebuyer education and down payment assistance;Posada offers tenant-based rental assistance (TBRA) funding through the HOME program.

Education and Employment:

Education, training, and employment opportunities are available through Pueblo Corporate College's Mobile Learning Lab, Pueblo City-County Library, Re-Hire Colorado, and the Colorado Workforce Center. In addition, the Boys and Girls Club offers a workforce development initiative to prepare high school students for employment, and Pueblo Diversified Industries provides job training for the developmentally disabled.

Food and Meals:

A number of organizations provide meals and food assistance to households facing food insecurity, including homeless households, including: Catholic Charities, Pueblo Community Soup Kitchen, Pueblo Food Project, Cooperative Care Center, Care and Share, Salvation Army, and the Center Toward Self-Reliance. The Senior Resource Development Agency (SRDA) provides food assistance, as does the USDA Food Distribution Program.

Health Counseling:

The following organizations provide healthcare counseling, including general health, general counseling, mental health, substance abuse, maternal, and reproductive health services that complement services targeted to homeless persons: Health Solutions, Friendly Harbor, Crossroads' Managed Care, Catholic Charities, YWCA, and Pueblo Community Health Center. UC Health University of Colorado Hospital also has programs dedicated toward assisting unhoused people.

Transportation:

The City of Pueblo's public transportation provider covers most of the City; however, stakeholders identified transportation as a barrier for low-income households to access services and travel to and/or

from employment opportunities. The Senior Resource Development Agency (SRDA) offers a transportation program to provide the elderly with rides to medical appointments, grocery shopping, recreation, and legal and social services.

List and describe services and facilities that meet the needs of homeless persons, particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth. If the services and facilities are listed on screen SP-40 Institutional Delivery Structure or screen MA-35 Special Needs Facilities and Services, describe how these facilities and services specifically address the needs of these populations.

The following presents an inventory of service providers dedicated to assisting the homeless within the City of Pueblo:

Posada:

- Provides an 11-unit emergency shelter and supportive services to families with children. Case workers provide assistance and referrals for shelter, food, employment assistance, and review options for low-income housing, as well as identifying community resources and programs to obtain self-sufficiency.
- Sunset Motel provides a 16-unit SRO for seniors
- Nancy's Place provides an affordable housing option for youth aging out of foster care with a 7-unit, single-room occupancy facility

YWCA:

- Provides short-term emergency shelter for survivors of domestic violence.

The Pueblo Shelter

- Provides a 95-bed emergency shelter to single adult men and women

Health Solutions

- The Right Place provides permanent supportive housing (30-35 units)

Crazy Faith Ministries

- Emergency shelter

Pueblo Rescue Mission: Provides 95-bed emergency shelter to single adult men and women.

Nancy’s Place: Provides an affordable housing option for youth aging out of foster care via a 7-unit, single-room occupancy facility.

MA-35 Special Needs Facilities and Services - 91.410, 91.210(d)

Introduction

The special needs population includes individuals having mobility impairments, disabilities, or that require supportive services. Typically, this population has severe or persistent mental illness, development and/or physical disabilities. Several organizations provide facilities and services for special needs populations in the City of Pueblo.

Various supportive housing needs of the non-homeless have been identified by service providers who were interviewed during the Consolidated Plan process. Cited needs include home repair and maintenance for the elderly, accessibility improvements, housing for people with mental illness and disabilities, mental health and addiction services, and affordable housing for all sub-populations.

Including the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, public housing residents and any other categories the jurisdiction may specify, and describe their supportive housing needs

Supportive housing is defined as living units that provide a planned services component with access to a wide range of services needed for the resident to achieve personal goals. Various populations with special needs require supportive housing. For some individuals, supportive housing is needed because they are unable to undertake the activities of daily living without assistance. The specific needs of local special needs subpopulations are described in NA-45, Non-Homeless Special Needs Assessment.

Describe programs for ensuring that persons returning from mental and physical health institutions receive appropriate supportive housing

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Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. 91.315(e)

The City plans to undertake the following activities within the next year to address identified housing and supportive service needs for the elderly, frail elderly, persons with disabilities (mental, physical, developmental), persons with alcohol or other drug addictions, persons with HIV/AIDS and their families, and public housing residents:

- Support the development of least-restrictive and affordable housing for developmentally disabled persons and support the expansion of services to developmentally disabled persons;
- Support the development of housing adaptable to the needs of physically disabled persons and modify housing to meet the needs of physically disabled; and
- Continue to work with service agencies that provide assistance to the developmentally and physically disabled community, as well as agencies providing services to youth and elderly populations.

For entitlement/consortia grantees: Specify the activities that the jurisdiction plans to undertake during the next year to address the housing and supportive services needs identified in accordance with 91.215(e) with respect to persons who are not homeless but have other special needs. Link to one-year goals. (91.220(2))

See above.

MA-40 Barriers to Affordable Housing - 91.410, 91.210(e)

Describe any negative effects of public policies on affordable housing and residential investment

The City is preparing an Analysis of Impediments to Fair Housing Choice concurrently with the Consolidated Plan for 2025. This AI noted that as housing prices rise relative to income, the City must continue its work in creating conditions for efficient development of new housing stock.

Unleashing market-rate housing can ease pressure on housing costs down the economic spectrum, as higher-income residents are often attracted to newer developments and therefore do not displace incumbent residents or outbid lower-income competitors for existing housing stock. However, new building permits dropped significantly after 2021, according to the Pueblo Comprehensive Plan and the Housing Needs Assessment, updated in 2024.

To facilitate efficiency in developing new housing stock and helping residence afford housing, the City's action plan includes:

- Ensuring that municipal zoning ordinances relax restrictions on multifamily housing where appropriate, especially in infill areas
- Exploring land-use designations for high-density housing
- Decreasing construction costs by modernizing codes
- Reforming acquisition and disposition policies of city-owned real estate to encourage development
- Streamlining city/county coordination for speedier development processes

This is not a comprehensive list, but rather examples of the most targeted ways in which the City and County of Pueblo are working to update existing public policies and encourage residential investment over the next five years.

MA-45 Non-Housing Community Development Assets - 91.410, 91.210(f)

Introduction

The largest number of workers who live in the City, according to the Business Activity table below, are employed in Education and Health Care Services (26%). This is consistent with the types of employment opportunities available for City residents; major employers in the area include Colorado State University-Pueblo, Pueblo Community College, Colorado Technical University, Intellitec College, as well as St. Mary Corwin and Parkview Hospitals.

Economic Development Market Analysis

Business Activity

Business by Sector	Number of Workers	Number of Jobs	Share of Workers %	Share of Jobs %	Jobs less workers %
Agriculture, Mining, Oil & Gas Extraction	351	50	1	0	-1
Arts, Entertainment, Accommodations	5,143	5,468	16	18	2
Construction	2,514	1,350	8	4	-4
Education and Health Care Services	8,032	10,934	26	36	10
Finance, Insurance, and Real Estate	1,449	1,366	5	5	0
Information	424	423	1	1	0
Manufacturing	2,891	1,643	9	5	-4
Other Services	1,177	1,137	4	4	0
Professional, Scientific, Management Services	1,627	835	5	3	-2
Public Administration	0	0	0	0	0
Retail Trade	5,360	5,947	17	20	3
Transportation and Warehousing	1,059	433	3	1	-2
Wholesale Trade	1,174	617	4	2	-2
Total	31,201	30,203	--	--	--

Table 40 - Business Activity

Data Source: 2016-2020 ACS (Workers), 2020 Longitudinal Employer-Household Dynamics (Jobs)

Labor Force

Total Population in the Civilian Labor Force	49,085
Civilian Employed Population 16 years and over	45,320
Unemployment Rate	7.65
Unemployment Rate for Ages 16-24	20.56
Unemployment Rate for Ages 25-65	4.45

Table 41 - Labor Force

Data Source: 2016-2020 ACS

Occupations by Sector	Number of People
Management, business and financial	8,180
Farming, fisheries and forestry occupations	1,695
Service	5,995
Sales and office	10,715
Construction, extraction, maintenance and repair	4,405
Production, transportation and material moving	2,765

Table 42 – Occupations by Sector

Data Source: 2016-2020 ACS

Travel Time

Travel Time	Number	Percentage
< 30 Minutes	34,953	81%
30-59 Minutes	5,859	14%
60 or More Minutes	2,213	5%
Total	***43,025***	***100%***

Table 43 - Travel Time

Data Source: 2016-2020 ACS

Education:

Educational Attainment by Employment Status (Population 16 and Older)

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
Less than high school graduate	2,530	410	3,160

Educational Attainment	In Labor Force		
	Civilian Employed	Unemployed	Not in Labor Force
High school graduate (includes equivalency)	9,890	810	6,465
Some college or Associate's degree	14,750	1,045	5,760
Bachelor's degree or higher	9,115	250	1,975

Table 44 - Educational Attainment by Employment Status

Data Source: 2016-2020 ACS

Educational Attainment by Age

	Age				
	18–24 yrs	25–34 yrs	35–44 yrs	45–65 yrs	65+ yrs
Less than 9th grade	190	365	585	695	1,125
9th to 12th grade, no diploma	1,635	1,465	1,190	1,810	1,430
High school graduate, GED, or alternative	3,530	4,605	3,830	8,725	6,455
Some college, no degree	3,825	4,340	3,310	7,040	5,505
Associate's degree	645	1,885	1,560	3,465	1,570
Bachelor's degree	470	2,465	2,085	3,480	2,465
Graduate or professional degree	95	670	980	1,670	1,755

Table 45 - Educational Attainment by Age

Data Source: 2016-2020 ACS

Educational Attainment – Median Earnings in the Past 12 Months

Educational Attainment	Median Earnings in the Past 12 Months
Less than high school graduate	24,401
High school graduate (includes equivalency)	29,600
Some college or Associate's degree	32,281
Bachelor's degree	42,381
Graduate or professional degree	54,964

Table 46 – Median Earnings in the Past 12 Months

Data Source: 2016-2020 ACS

Based on the Business Activity table above, what are the major employment sectors within your jurisdiction?

The major employment sector within the City of Pueblo is Education and Health Care Services, providing 36% of the jurisdiction's jobs. Jobs in these sectors correspond to the presence of Colorado State

University-Pueblo, Pueblo Community College, Colorado Technical University, Intellitec College, and two school districts. In terms of health care employment, there are two major hospitals in the area, St. Mary Corwin and Parkview, as well as the Veterans Affairs Eastern Colorado Health Care System and the Colorado Mental Health Institute.

The Retail Trade, and Arts, Entertainment, and Accommodations Sectors are the next largest employment sectors, providing 20% and 18% of jobs within the City, respectively. There are several commercial centers in the City, ranging from the downtown area, with various shops, boutiques and services, to neighborhood commercial corridors that provide services and retail needs to residents that live nearby.

Describe the workforce and infrastructure needs of the business community:

The largest negative values in the Jobs Less Workers column of the Business Activity Table, which reflects an oversupply of labor for the sector (more workers than jobs), are within Manufacturing and Construction.

This indicates commuter populations working in these jobs, traveling from the City for opportunities in the manufacturing and construction sectors, which in turn indicates a shortage of these jobs within the City.

The largest positive value in the Jobs Less Workers column, which signifies importing workers, is within Education and Health Care Services. This indicates that workers are traveling to the City for opportunities in this sector, which in turn suggests a surplus of these jobs within the City.

The tables above indicate commute times have risen for a small percentage of the workforce: In 2020, 14% of commuters took 30-59 minutes to commute to work, and 5% took more than an hour -- an increase from the 2015 numbers, which were 13% and 4%, respectively. The majority took less than 30 minutes for their commute, indicating reasonable transportation infrastructure.

Describe any major changes that may have an economic impact, such as planned local or regional public or private sector investments or initiatives that have affected or may affect job and business growth opportunities during the planning period. Describe any needs for workforce development, business support or infrastructure these changes may create.

1) The Pueblo Community Health Center (PCHC) has built a 62,500 square foot medical clinic that includes health, mental health, pharmacy, and lab services. This $25 million project is in an LMI area of the City (East 8th Street/Lacrosse) and brought with it much-needed revitalization and economic stimulus.

2) Fomcore, a manufacturer of soft seating furniture, opened in 2024 at 200 Greenhorn Drive and added 85 jobs to Pueblo. The project included $1.74 from the city's half-cent sales tax fund, and a $10 million investment overall.

3) CR Minerals built a $15 million facility in Pueblo's St. Charles Industrial Park in 2017 as part of their Phase 1 development, and expanded their facility with approximately $11 million capital investment, adding eight new full-time jobs in 2023.

4) Evraz Rail Mill – Pueblo Urban Renewal issued $91 million in bonds to help construct Evraz's new $500 million Rail Mill, the first solar-powered steel mill in the country. The project broke ground in 2022 and provided for 1,100 jobs.

How do the skills and education of the current workforce correspond to employment opportunities in the jurisdiction?

The data in the above tables indicates an unemployment rate of 7.65% in Pueblo County in 2020, slightly below the national unemployment rate of 8.1% that year. Education attainment levels show the majority of employed individuals had some college or associates degree (14,750, or 30%), followed by high school diploma or equivalent (9,890, or 20.1%), then bachelor's degree (9,115, or 18.6%).

By far the largest positive value in the Jobs Less Workers column, which signifies importing workers, also occurred within Education and Health Care Services; this suggests that the current workforce does not have training or education that match the employment opportunities in the City, and that additional training or retraining opportunities are needed and/or may not be utilized by currently unemployed residents. While the biggest portion of employed individuals had some college or an associate's degree, these in-demand sectors often require a minimum of a bachelor's degree.

The Retail Trade, and Arts, Entertainment, and Accommodations Sectors are the next largest employment sectors, providing 20% and 18% of jobs within the City, respectively. These job categories are generally among the lower paid of the various categories.

Describe any current workforce training initiatives, including those supported by Workforce Investment Boards, community colleges and other organizations. Describe how these efforts will support the jurisdiction's Consolidated Plan.

Pueblo Corporate College's Mobile Learning Labs are sponsored through the U.S. Department of Labor, providing portable classrooms with instructors to deliver skills development and training.

Pueblo City-County Library District's Adult Learning Program provides adults (18 and up) with opportunities to increase basic skills in reading, writing, and math, prepare for High School Equivalency

(HSE) tests, learn English, improve/increase civic engagement, and develop the skills to transition to further education and jobs.

ReHire Colorado is a transitional employment program that is administered by Colorado Department of Human Services. The goal of ReHire Colorado is to help individuals with barriers to employment re-enter the workforce by combining wage-paid work, job skills training, and supportive services.

Does your jurisdiction participate in a Comprehensive Economic Development Strategy (CEDS)?

Yes

If so, what economic development initiatives are you undertaking that may be coordinated with the Consolidated Plan? If not, describe other local/regional plans or initiatives that impact economic growth.

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Discussion

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The City defines “concentration” as areas where high percentages in a census tract have one or more housing problems. The following data by census tract is based on housing quality indicators (selected conditions). Selected conditions include the following: (1) the lack of complete plumbing facilities, (2) the lack of complete kitchen facilities, (3) more than one person per room, and (4) cost burden greater than 30%.

The map below ("Concentration of Housing Problems") indicates areas where high concentrations of housing problems occur among low-income households.

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

For the purposes of this Consolidated Plan, concentration is defined as a census tract where a minority group’s population is ten percentage points higher in that census tract than its proportion in the City’s population.

The City’s population is 48.4% Hispanic. An area of concentration of Hispanic residents will be any Census tract that is at least 58.4% Hispanic. See the attached map ("Ethnicity Map 1") for population concentrations.

What are the characteristics of the market in these areas/neighborhoods?

Home values in these areas/neighborhoods tend to be lower than the City Median. In addition, the housing stock tends to be older (constructed prior to 1979), meaning that these neighborhoods tend to have concentrations of housing problems due to age-related deterioration and a corresponding need for rehabilitation.

Are there any community assets in these areas/neighborhoods?

The community assets include local businesses, parks and community facilities, multiple educational facilities, and several medical complexes. The following is a list of assets and resources in different neighborhoods.

<u>West Park/Hyde Park</u>

- Schools: Chavez Preparatory Academy/Dolores Huerta Academy, Charter School (K-8, High School)
- Irving Elementary School (D60)

- Medical: Park West Medical Center, Kaiser Permanente, Pueblo Cardiology Center
- Government: Social Security Office
- Recreational: YMCA, Wildhorse Park, Hyde Park Park
- Business: Realty Offices, Convenience Store, Dollar General, Carwash

Eastside

- Schools: Bradford and Parkview Elementary Schools, Fountain Magnet School, Risley Middle School (D60)
- Medical: Pueblo Community Health Center
- Recreation: Plaza Verde Park, Mitchell Park, El Centro Quinta Sol Park, Portland Park
- Business: Double J Meat Market, Laundry, Carwash, Vehicle Service Centers, Convenience Stores, Three Bars, Chicken and Cone, Locksmith, Pawn Shop.
- Library: Lucero Library
- Government: Food Pantry, Pueblo County Human Services – Weatherization and Commodities Offices

Bessemer

- Schools: Minnequa Elementary, Bessemer Elementary School, Central High School, John Newman Catholic School
- Medical: Saint Mary-Corwin Hospital
- Recreation: Bessemer Park, Stauter Field, Raigoza Park, Lake Minnequa Park and Open Space
- Business: Restaurants, used carsales, auto repair centers, carwash, bank, barber, Mountain States Communications, Evraz Steel Mill, ABC Rail, Gagliano's Market, Zolesman Bakery
- Government: none
- Community Development: NeighborWorks of Southern Colorado

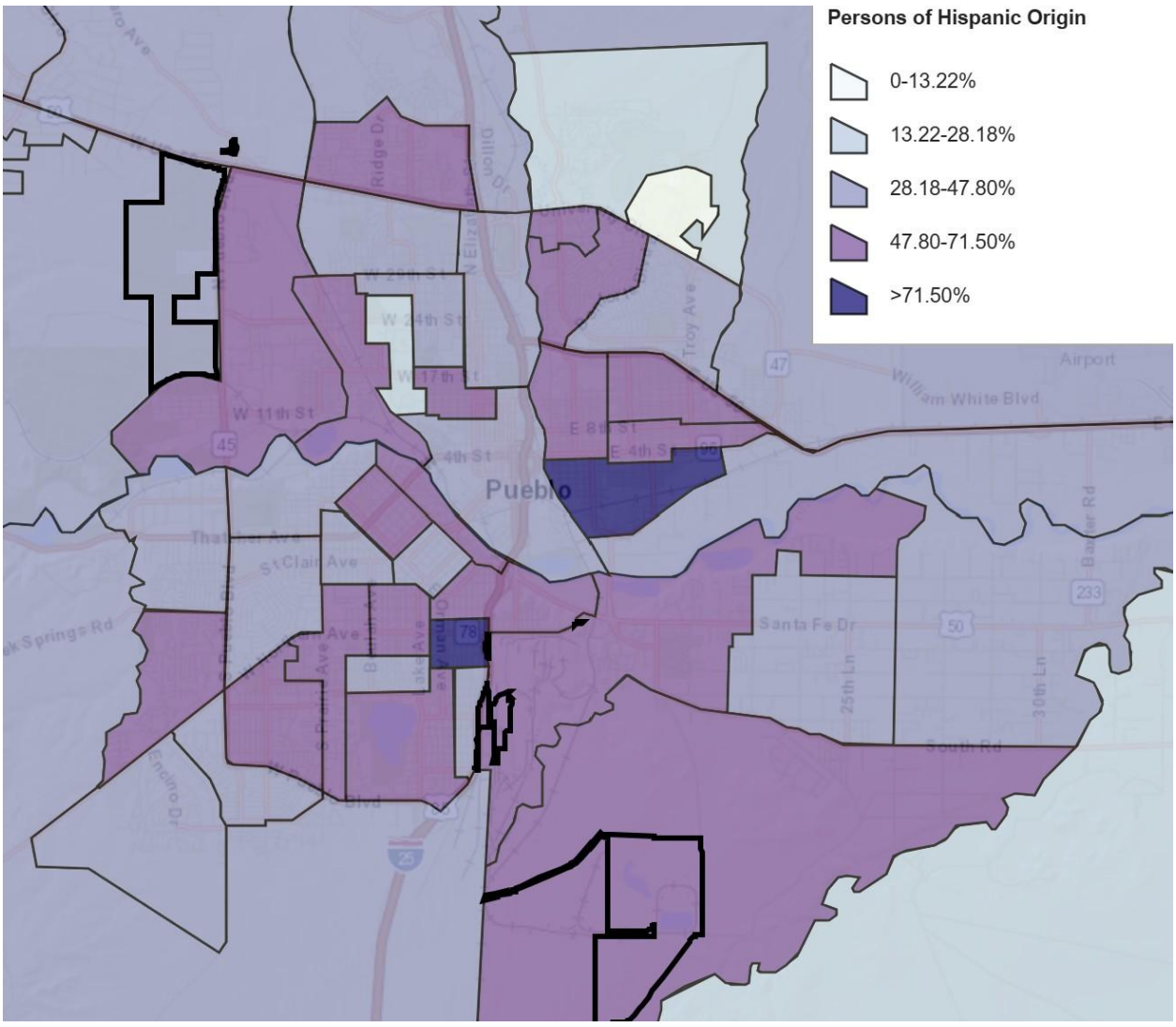
Belmont

- Schools: Spann, Franklin, and Belmont Elementary Schools, Heaton Middle School, East High School
- Medical: Rocky Mountain Eye Center, Health Solutions Medical Campus
- Recreational: Belmont Park, Drew Dix Park
- Library: Barkman Library
- Government: none
- Business: Belmont Shopping Center, Big R Ranch Supply, Save-A-Lot grocery, McDonalds, Wendy's, Subway, Walgreens, laundry, bank,

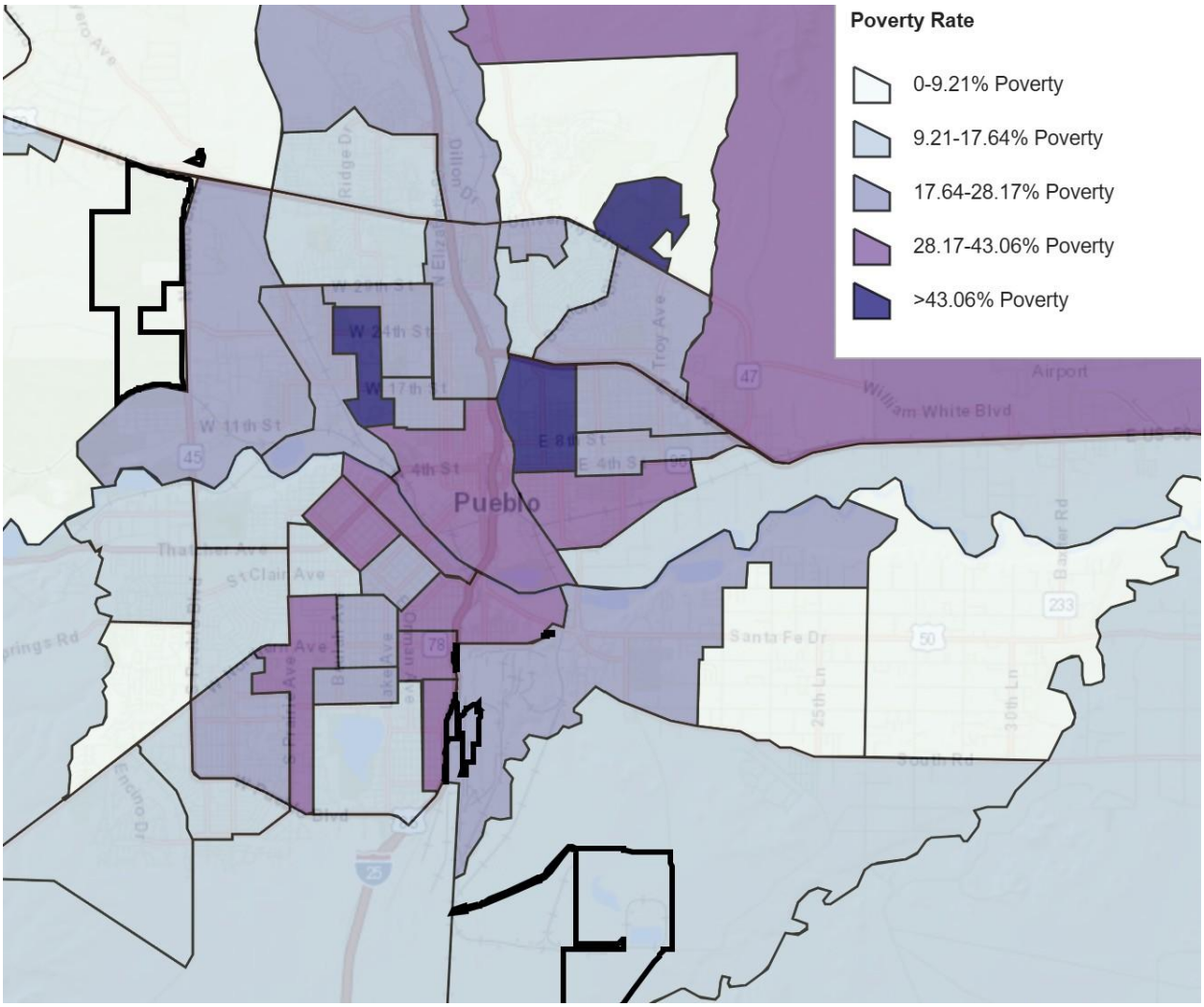
Are there other strategic opportunities in any of these areas?

Housing and transportation costs typically consume about half of the average household budget, offering a useful evaluative tool to determine strategic opportunities such as where to locate resources or facilities and areas of potential economic distress. In the City of Pueblo, the most significant housing issues are cost burden and severe cost burden. According to CHAS data, 14.2% of City households are cost burdened and 13.1% are severely cost burdened. Given a lack of decent, affordable housing options, the area's lower-income households often face a choice between deficient, substandard housing and cost burden.

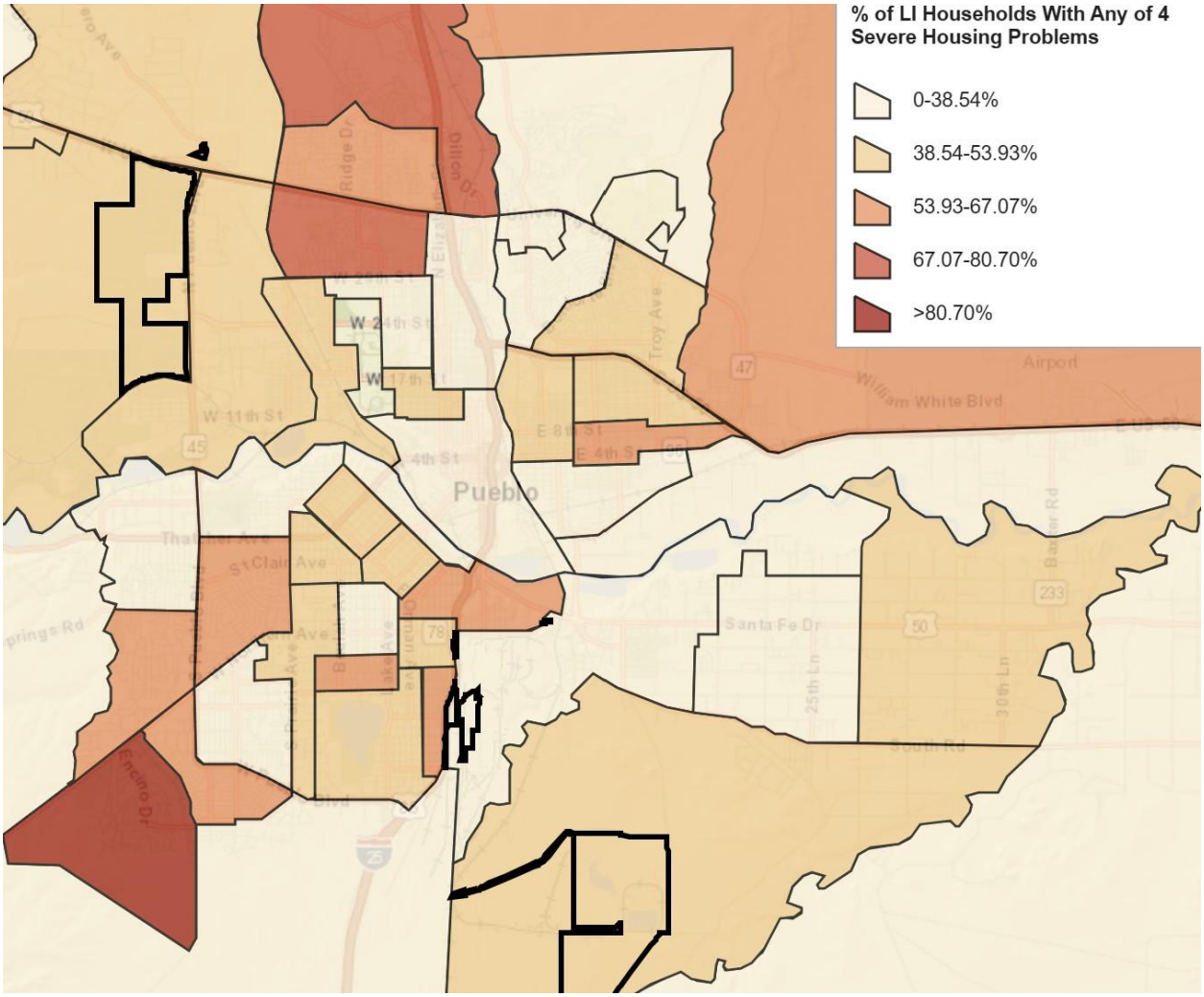
Information obtained during public meetings and the public survey indicate that low-income residents have problems accessing transportation and amenities, including employment centers, grocery stores, and childcare. These areas present strategic opportunities for residential, commercial and/or mixed-use development, including infrastructure and public facilities improvements.



Ethnicity map 1



Poverty concentration



Concentration of housing problems

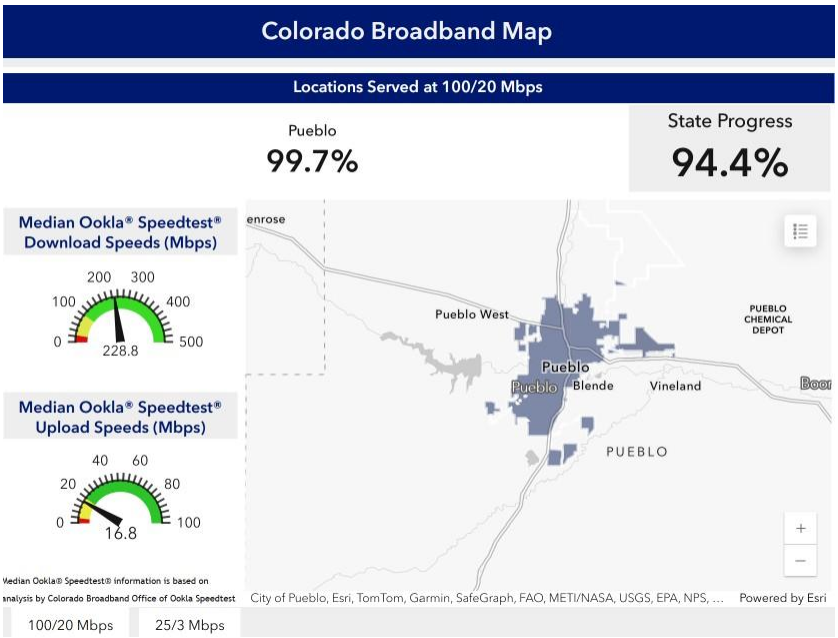
MA-60 Broadband Needs of Housing occupied by Low- and Moderate-Income Households - 91.210(a)(4), 91.310(a)(2)

Describe the need for broadband wiring and connections for households, including low- and moderate-income households and neighborhoods.

Broadband is accessible in 95.7% of Pueblo County and 99.7% of the city of Pueblo, according to the Colorado Broadband Office.

Describe the need for increased competition by having more than one broadband Internet service provider serve the jurisdiction.

The city of Pueblo's website lists its internet providers as: AT&T, Xfinity, CenturyLink, HughesNet, and T-Mobile Fiber. According to ACS data from 2023, 85.1% of households have an internet subscription. That percentage is lower than the national rate of 91.2%, indicating that although Pueblo has a variety of internet providers, and broadband is almost universally available in the county and city, residents may struggle to afford internet in their homes.



Pueblo Broadband

MA-65 Hazard Mitigation - 91.210(a)(5), 91.310(a)(3)

Describe the jurisdiction's increased natural hazard risks associated with climate change.

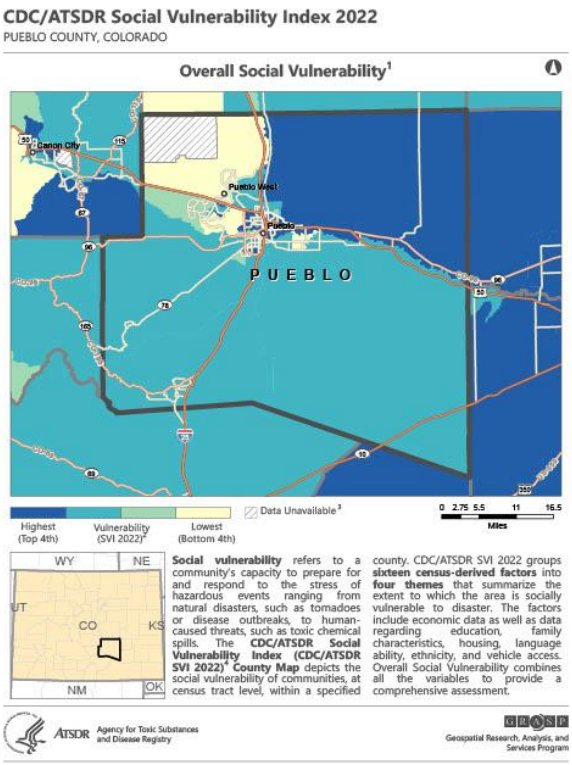
The Emergency Services Bureau of the Pueblo County Sheriff's Office updated its legally mandated Natural Hazard Mitigation Plan for Pueblo County, Colorado in 2024. The plan identified hazard risk/vulnerability rankings of potential hazards for Pueblo County and its jurisdictions, including the City of Pueblo. Thunderstorms, lightning, and wildland fires were identified as potential natural hazards with a very high likelihood of occurrence. Droughts, floods, hailstorms, tornados, and zoonotic disease were also identified as potential hazards with a high likelihood of occurrence. The hazards listed are common to the high plains desert, but climate change may affect the frequency of such conditions.

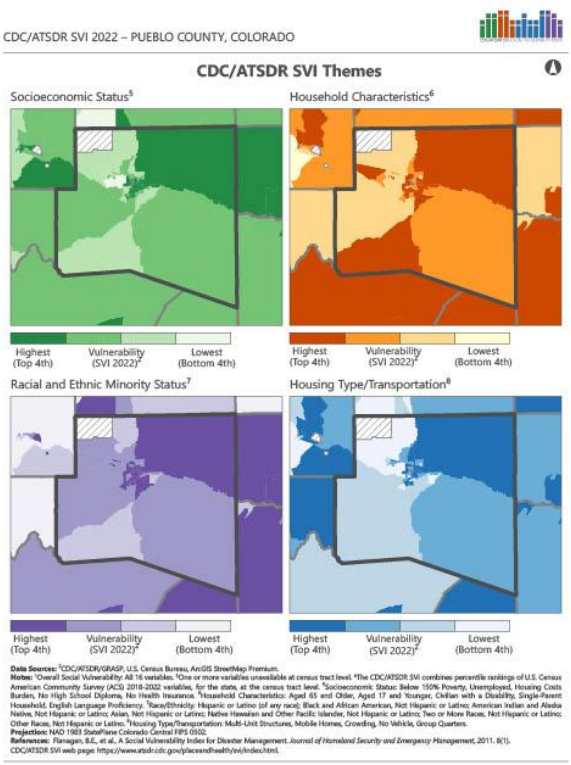
Describe the vulnerability to these risks of housing occupied by low- and moderate-income households based on an analysis of data, findings, and methods.

In all of these cases, damage or loss sustained as a result of the disaster is likely to leave low-income households less likely to have resources or access to resources to aid in resiliency and recovery. Social vulnerability refers to populations that are particularly vulnerable to disruption and health problems as a result of natural disasters, human-made disasters, climate change, and extreme weather.

The Hazard Overview below utilizes the Social Vulnerability Index (SVI), updated in 2022, to help flag areas that will be in greatest need of support and recovery assistance in the case of a disaster or extreme weather event. The index is comprised of four categories of vulnerability—socioeconomic status, household composition and disability, minority status and language, and housing and transportation. Areas with high and moderate to high social vulnerability may not have adequate funds to evacuate before or recover from a disaster. Much of the northeast quadrant of the county is designated as high-risk, as are a number of neighborhoods within the city. High risk areas correspond to the following neighborhoods:

- Northwest - Park West, Hyde Park
- Central and Eastern – Northside, Downtown, Grove
- Southeast - Bessemer and Lake Minnequa
- Northeast – Belmont, Eastwood Heights, East Side, Lower East Side





Hazard Overview 1

Strategic Plan

SP-05 Overview

Strategic Plan Overview

The following Strategic Plan identifies funding priorities and program goals in which the City will invest over the next five years. The goals were developed based upon public and key stakeholder input and quantitative data from the Needs Assessment and Market Analysis. The identified priorities include:

- Affordable Housing
- Public Services, including Services for Homelessness
- Public Infrastructure and Facilities
- Economic Development and Community Revitalization
- Fair Housing Education and Outreach
- Administration and Planning

SP-10 Geographic Priorities - 91.415, 91.215(a)(1)

Geographic Area

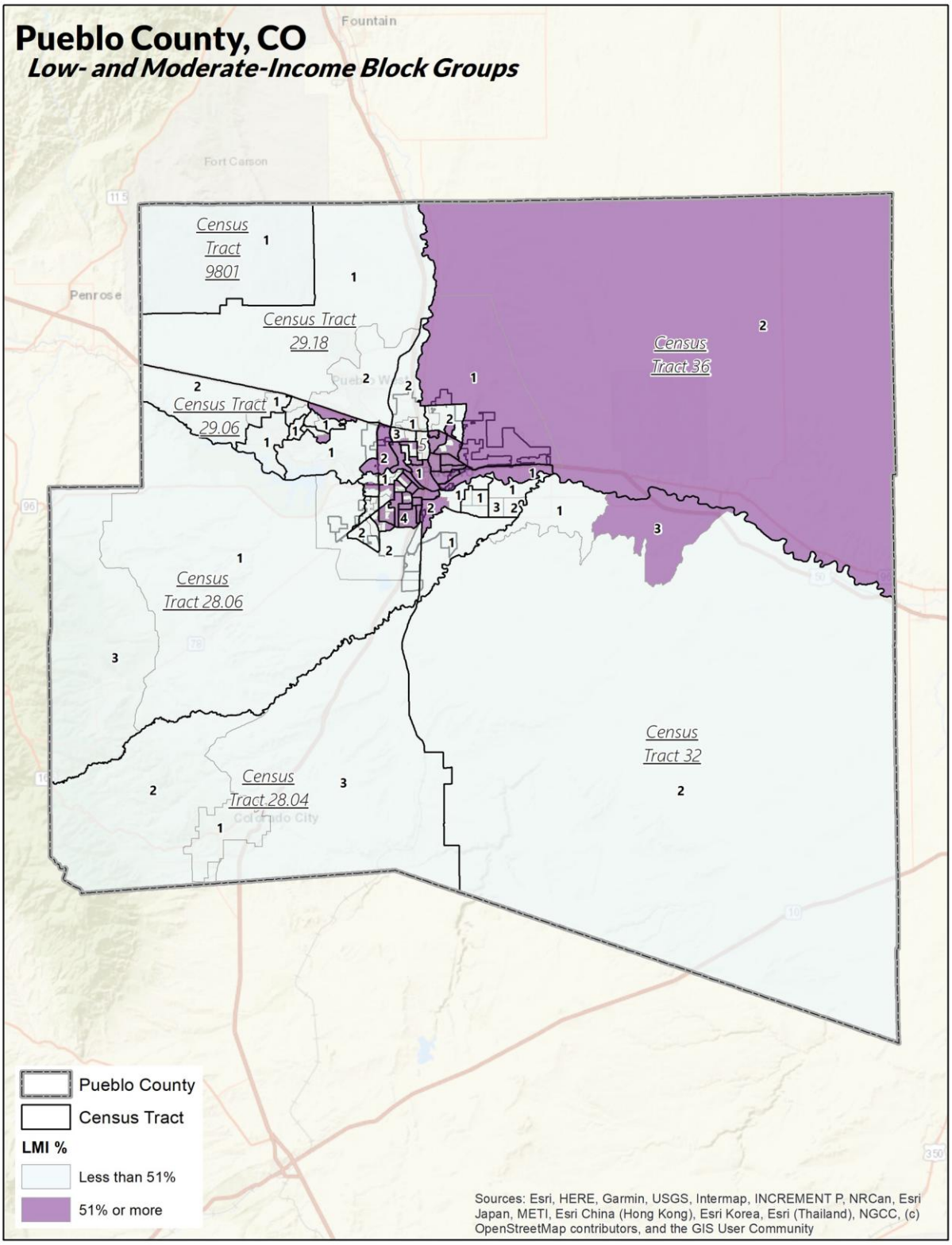
Table 47 - Geographic Priority Areas

1	**Area Name:**	Citywide
	Area Type:	Other
	Other Target Area Description:	Other
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	
2	**Area Name:**	Countywide
	Area Type:	Other
	Other Target Area Description:	Other
	HUD Approval Date:	
	% of Low/ Mod:	
	Revital Type:	
	Other Revital Description:	
	Identify the neighborhood boundaries for this target area.	
	Include specific housing and commercial characteristics of this target area.	
	How did your consultation and citizen participation process help you to identify this neighborhood as a target area?	
	Identify the needs in this target area.	
	What are the opportunities for improvement in this target area?	
	Are there barriers to improvement in this target area?	

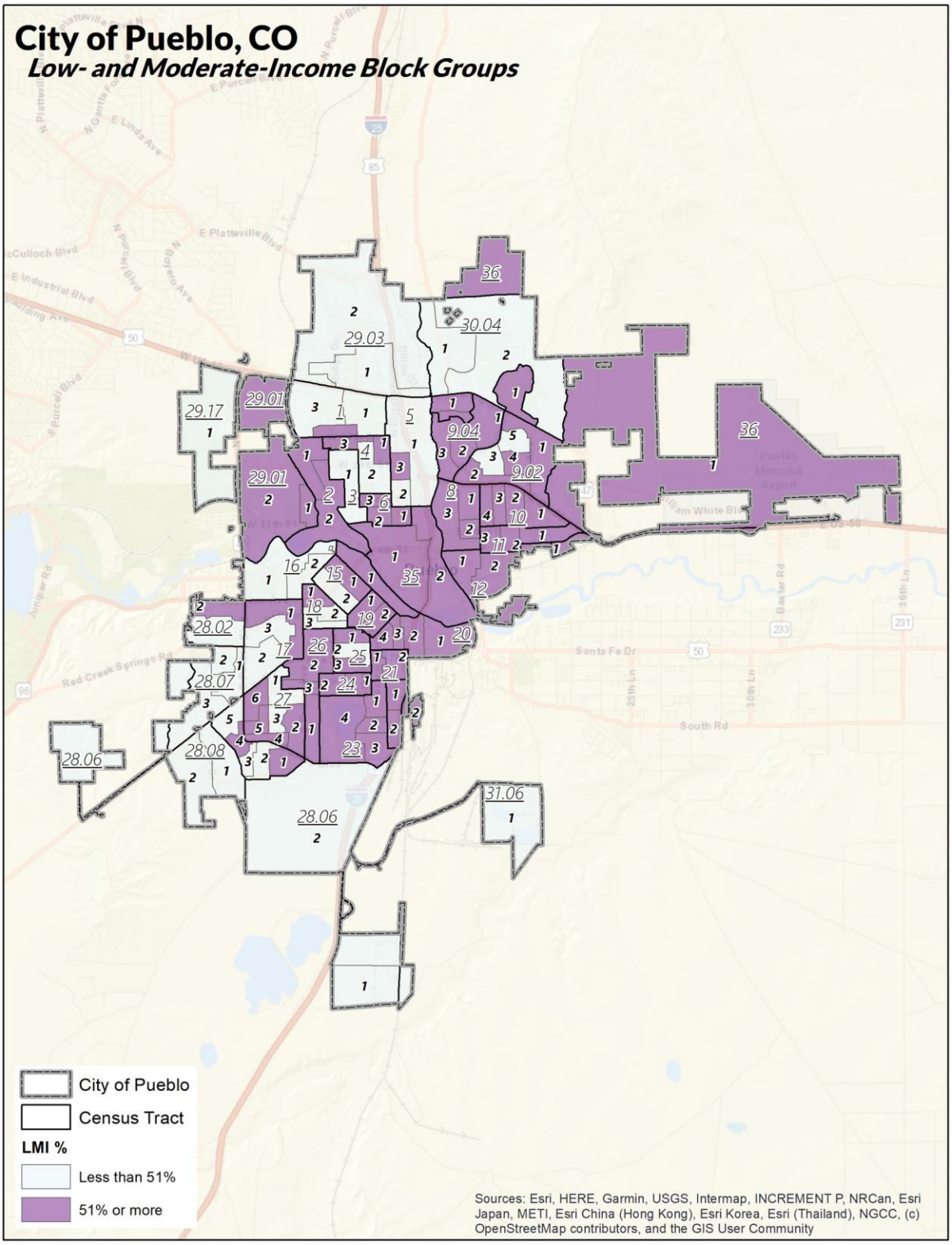
General Allocation Priorities

Describe the basis for allocating investments geographically within the state

There are no specially identified target areas for allocating CDBG and HOME resources. CDBG funds will be expended within the City of Pueblo while HOME funds will be used citywide as well as in the County. HOME funds are divided between the City and County. City HOME funds are spent within the City while County funds could be spent in either the City or County depending on the projects being funded. The following maps, created using low- and moderate-income data from HUD, indicates the CDBG-eligible areas within the County and City where at least 51% of the population qualifies as low- or moderate-income.


Pueblo County, CO
Low- and Moderate-Income Block Groups
Fountain
Fort Carson
Penrose
Census Tract 9801
Census Tract 29.18
Census Tract 29.06
Census Tract 36
Census Tract 28.06
Census Tract 28.04
Census Tract 32
Pueblo County
Census Tract
LMI %
Less than 51%
51% or more
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

LMI Map


City of Pueblo, CO
Low- and Moderate-Income Block Groups
City of Pueblo
Census Tract
LMI %
Less than 51%
51% or more
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community

LMI Map 2

SP-25 Priority Needs - 91.415, 91.215(a)(2)

Priority Needs

Table 48 – Priority Needs Summary

1	**Priority Need Name**	Affordable Housing
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence
	Geographic Areas Affected	Other
	Associated Goals	Acquisition and rehabilitation of housing Financial assistance to renters and owners New construction of affordable housing Preserve existing affordable units (rehab)

	Description	This priority need include: acquisition and rehabilitation of housing, rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; housing services including down payment assistance and/or and homebuyer education programs; Minor Repairs; new construction of single and multi-family housing; acquisition and disposition of property; and preservation of affordable units.
	Basis for Relative Priority	High housing costs reduce economic opportunities and access to prosperity. The NA section reveals high rates of cost burden and severe cost burden among lower-income households as well as older housing stock that is in need of repairs and rehabilitation.
2	**Priority Need Name**	Public Services including Services for Homeless
	Priority Level	High
	Population	Extremely Low Low Moderate Middle Large Families Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development

	Geographic Areas Affected	Other
	Associated Goals	Provide housing and services to homeless Provide public services to non-homeless population
	Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance Other public services that are needed include: housing and services for persons with HIV/AIDS; services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
	Basis for Relative Priority	There continues to be a need for services that improve conditions and/or opportunities for the elderly, youth, low-income persons, persons with HIV/AIDS, and other vulnerable populations.
3	**Priority Need Name**	Public Infrastructure and Facilities
	Priority Level	High
	Population	Extremely Low Low Moderate Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Non-housing Community Development
	Geographic Areas Affected	Other
	Associated Goals	Improve and maintain public infrastructure and fac

	Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes: street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.
	Basis for Relative Priority	Based on physical inspection and interviews conducted during consultation process, existing public facilities and infrastructure needs upgrading and expansion.
4	**Priority Need Name**	Economic Development and Community Revitalization
	Priority Level	High
	Population	Extremely Low Low Moderate
	Geographic Areas Affected	Other
	Associated Goals	Economic development Eliminate slum and blighting influences
	Description	Possible activities include: workforce and economic development, façade improvement programs, micro-enterprise assistance, demolition of vacant and dilapidated structures that pose a threat to health and safety, code enforcement, and graffiti removal programs.
	Basis for Relative Priority	Areas within the City need revitalization to improve the environments and to promote economic growth and activity.
5	**Priority Need Name**	Administration and Planning
	Priority Level	High

	Population	Extremely Low Low Moderate Families with Children Elderly Public Housing Residents Chronic Homelessness Individuals Families with Children Mentally Ill Chronic Substance Abuse veterans Persons with HIV/AIDS Victims of Domestic Violence Unaccompanied Youth Elderly Frail Elderly Persons with Mental Disabilities Persons with Physical Disabilities Persons with Developmental Disabilities Persons with Alcohol or Other Addictions Persons with HIV/AIDS and their Families Victims of Domestic Violence Non-housing Community Development
	Geographic Areas Affected	Other Other
	Associated Goals	Fair housing education and outreach Planning and administration of federal programs
	Description	Planning and administration is required for the successful implementation of CDBG (citywide) and HOME (countywide) programs as well as education and outreach on fair housing to affirmatively further fair housing choice.
	Basis for Relative Priority	It is critical to properly administer federal programs and to promote fair housing choice.

Narrative (Optional)

The above table provides a framework for priorities, needs and goals to address the Pueblo's identified needs during the next five years. The final determination on funded activities will occur during the review process for the prioritization of projects.

The priorities presented were developed by:

- Weighing the severity of the need among all groups and sub-groups
- Analyzing current social, housing, and economic conditions
- Analyzing the relative needs of low and moderate income families
- Assessing the resources likely to be available over the next five years, and
- Evaluating input from stakeholder discussions, public surveys, City department staff and public hearings.

Priorities were established using the following definitions:

- **High** priorities are those activities that will be considered first for funding with CDBG resources.
- **Low** priorities are those activities that will be considered after high-priority projects if CDBG resources are available.

Low priority activities are still important and are not meant to be understood as being unnecessary. The City has identified a limited number of priorities to provide a focus for activities that will be funded in the next five years. If additional funding becomes available, then it is possible that low priority activities will be funded.

For projects that address a high priority need, the City will base funding decisions on the capacity of the sub-recipient (if applicable), the type of project, the potential to leverage federal funds with other resources, the anticipated impact of the project and the reasonableness of the proposed budget. Once projects that address high priorities are acted upon the City will then review projects and activities to meet low priorities.

SP-30 Influence of Market Conditions - 91.415, 91.215(b)

Influence of Market Conditions

Affordable Housing Type	Market Characteristics that will influence the use of funds available for housing type
Tenant Based Rental Assistance (TBRA)	The need for tenant Based Rental Assistance for eligible households is demonstrated by the prevalence of cost burden and severe cost burden in the Needs Assessment section. The types of households most in need of rental assistance are extremely low-income renters (0%-30% MFI) and low-income renters (31-50% MFI). Also included in this "worst-case" situation would be those renter households who are threatened with homelessness. The waiting lists of qualified applicants for public housing, Housing Choice Vouchers, and other subsidized housing units across the City attest to the need for rental subsidy programs and expanding them whenever possible. Additionally, in recent years, the increasing economic barriers to homeownership have exerted pressure on the rental market.
TBRA for Non-Homeless Special Needs	The local housing market provides an inadequate supply of rental housing affordable and suitable to special-needs populations, particularly the elderly and persons with disabilities and/or substance abuse issues. Generally, special needs households are more likely to have very low incomes and experience associated housing problems, and the cost of appropriate housing and supportive services can be prohibitive.
New Unit Production	The competitive market makes a strong case for the need to create additional units of affordable housing, especially in configurations that meet the needs identified in this plan. Another compelling reason for public investment in new construction is the policy impact it allows the City to have in neighborhood development, as site selection can advance the aim of affirmatively furthering fair housing, as well as long-range goals identified in the Comprehensive Plan.
Rehabilitation	Protection of the housing stock through rehabilitation helps to stabilize neighborhoods, eliminate blighting influences, and preserve the local tax base. With the majority of the City's housing stock constructed prior to 1979, there is a considerable need for housing rehabilitation.
Acquisition, including preservation	Extending the affordability restrictions on developments for which they already exist is among the most effective means of preserving the existing inventory of affordable housing. The City will continue to monitor upcoming expiring contracts to identify opportunities for this type of investment and strategies for preservation.

Table 49 – Influence of Market Conditions

SP-35 Anticipated Resources - 91.420(b), 91.215(a)(4), 91.220(c)(1,2)

Introduction

Currently, the City receives CDBG and HOME funds for housing construction, rehabilitation initiatives, community and economic development and public services. These funding sources are expected to be available over the next five years. The City will also receive CDBG-CV funds to prevent, prepare for and respond to the pandemic.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,432,469	0	1,473,674	2,906,143	5,729,876	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.Prior year CDBG resources include PY2016 ($309,795) and PY2017 ($59,715).

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	877,545	0	0	877,545	3,510,181	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.

Table 50 - Anticipated Resources

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and County currently fund over 40 non-profit agencies through the Community Services Advisory Commission (CSAC) and other processes. The CSAC group, which funds the majority of these non-profit organizations, makes funding recommendations to the governing bodies. Over $4 million in general funds have been granted to local agencies that serve the Pueblo community in 2024 alone. These are general revenue funds, and allocations are made during the yearly budget process. Based on historical funding, over $20 million will be made available to local non-profits over the next five years.

The City and County of Pueblo as the Pueblo Consortium matches the HOME Investment Partnership Act grant with general funds. HOME funds are leveraged well with public/private partnerships, such as Low-Income Housing Tax Credits or other equity mechanisms. In addition the Consortium will use qualifying affordable housing expenditures made by each entity as match and has some funds that it carries forward from prior years. Leveraging of private and non-federal resources will be sought whenever possible.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

SP-40 Institutional Delivery Structure - 91.415, 91.215(k)

Explain the institutional structure through which the jurisdiction will carry out its consolidated plan including private industry, non-profit organizations, and public institutions.

Responsible Entity	Responsible Entity Type	Role	Geographic Area Served
Pueblo County Housing & Human Services Department	Government	Non-homeless special needs Ownership Public Housing public services	Jurisdiction
POSADA, INC	Non-profit organizations	Homelessness	Jurisdiction
Catholic Charities, Diocese of Pueblo, Inc.	Non-profit organizations	Non-homeless special needs public services	Jurisdiction
Housing Authority of the City of Pueblo	PHA	Public Housing	Jurisdiction

Table 51 - Institutional Delivery Structure

Assess of Strengths and Gaps in the Institutional Delivery System

The greatest gap in meeting the City's housing and community development needs is the reduced capacity of many agencies, given funding limitations in recent years, to carry out their work to the extent that is needed. Additionally, the complexity of cases has increased over the past 5-10 years and additional resources are needed to stabilize individuals and households that are touching multiple systems (i.e. justice system, homeless system, mental health, and substance abuse, etc.). Reductions in workforce and the scope of projects and programs resulting from the dwindling of resources pose a serious challenge to meeting escalating demand for affordable housing and related services. Additionally, a greater degree of coordination is needed to ensure that the wide-ranging efforts of housing and service providers most effectively meet the community's most critical needs.

Availability of services targeted to homeless persons and persons with HIV and mainstream services

Homelessness Prevention Services	Available in the Community	Targeted to Homeless	Targeted to People with HIV
Homelessness Prevention Services			
Counseling/Advocacy	X	X	X
Legal Assistance	X	X	X
Mortgage Assistance	X		
Rental Assistance	X	X	X
Utilities Assistance	X		

Street Outreach Services			
Law Enforcement		X	
Mobile Clinics			
Other Street Outreach Services	X	X	
Supportive Services			
Alcohol & Drug Abuse	X	X	X
Child Care	X		
Education	X	X	
Employment and Employment Training	X		
Healthcare	X	X	X
HIV/AIDS	X	X	X
Life Skills	X	X	X
Mental Health Counseling	X	X	X
Transportation	X		
Other			
	X		

Table 52 - Homeless Prevention Services Summary

Describe how the service delivery system including, but not limited to, the services listed above meet the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth)

There are several shelter resources available for persons experiencing homelessness including: The Pueblo Shelter, The Right Place, Posada, and the YWCA. In addition to these housing options, there is a wide variety of service providers working with persons experiencing homelessness or who are at risk of homelessness. Providers range from government entities to faith-based organizations and non-profit agencies. CDBG public service funds have been used in the past – and will be used in the 2025-2029 Consolidated Plan - to assess and meet the needs of persons experiencing homelessness.

Describe the strengths and gaps of the service delivery system for special needs population and persons experiencing homelessness, including, but not limited to, the services listed above

Pueblo is not an ESG entitlement grantee and uses CDBG funds to assist in meeting the needs of persons experiencing homelessness or who are at risk of homelessness. In instances where government entities provide services directly, there are fewer gaps in the institutional delivery structure. City agencies collaborate with other City entities on a regular basis and can ensure the delivery of services. In addition, when a non-profit agency receives public funding such as CDBG as a subrecipient, the City has greater control and influence in ensuring consistency in services and a more seamless approach. Gaps exist, therefore, for two primary reasons: 1) the City does not have control over the activities of the non-government agencies that are not receiving public dollars, and the agency is not obligated to provide

services in a manner consistent with the Consolidated Plan, and 2) there is a general lack of funding to provide the level of service needed to meet the demand. As a result, individual cases get prioritized which necessarily means that some needs are unmet.

Provide a summary of the strategy for overcoming gaps in the institutional structure and service delivery system for carrying out a strategy to address priority needs

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the CSAC process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community.

In 2024, the City of Pueblo took over operations of the City's only homeless shelter after the non-profit organization that owned and operated the shelter abruptly dissolved. The City intends to retain long-term ownership to ensure stability and partner with a shelter operator for day-to-day onsite activities.

Another local group is the Pueblo Business Economic Recovery Team (BERT). This is a collaboration between local government, chambers of commerce, and economic development-focused agencies who came together to develop resources, support messaging, and positively impact local businesses during the COVID-19 pandemic. Various BERT sub-committees are connecting businesses that need different types of assistance with individuals and organizations that can help. Types of assistance include financial, marketing and management consulting.

The City will continue:

- Soliciting input from community stakeholders.
- Prioritizing interdepartmental coordination.
- Collaborations and partnerships with non-city organizations for planning and program implementation purposes; and
- Exploring opportunities for funding to carry out portions of the Consolidated Plan not funded through CDBG or HOME funds.

SP-45 Goals - 91.415, 91.215(a)(4)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Preserve existing affordable units (rehab)	2025	2029	Affordable Housing	Citywide Countywide	Affordable Housing	CDBG: $500,000 HOME: $500,000	Rental units rehabilitated: 10 Household Housing Unit Homeowner Housing Rehabilitated: 80 Household Housing Unit
2	New construction of affordable housing	2025	2029	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: $2,200,000	Rental units constructed: 23 Household Housing Unit Homeowner Housing Added: 8 Household Housing Unit
3	Acquisition and rehabilitation of housing	2025	2029	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: $1,100,000	Homeowner Housing Rehabilitated: 3 Household Housing Unit
4	Financial assistance to renters and owners	2025	2029	Affordable Housing	Citywide	Affordable Housing	CDBG: $50,000 HOME: $450,000	Public service activities for Low/Moderate Income Housing Benefit: 15 Households Assisted Tenant-based rental assistance / Rapid Rehousing: 85 Households Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
5	Provide housing and services to homeless	2025	2029	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: $650,000	Public service activities other than Low/Moderate Income Housing Benefit: 2500 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
6	Provide public services to non-homeless population	2025	2029	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: $300,000	Public service activities other than Low/Moderate Income Housing Benefit: 500 Persons Assisted
7	Improve and maintain public infrastructure and fac	2025	2029	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: $2,775,000	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 2750 Persons Assisted
8	Economic development	2025	2029	Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: $300,000	Jobs created/retained: 25 Jobs

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
10	Eliminate slum and blighting influences	2025	2029	Affordable Housing Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: $1,000,000	Buildings Demolished: 12 Buildings
11	Planning and administration of federal programs	2025	2029	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: $1,375,000 HOME: $460,000	Other: 11 Other
12	Fair housing education and outreach	2025	2029	Fair Housing	Citywide	Administration and Planning	CDBG: $25,000	Other: 10 Other

Table 53 – Goals Summary

Goal Descriptions

1	**Goal Name**	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; minor repairs; and preservation of affordable units. HOME assistance to rental units rehabilitatied will serve: (4) households at or below 30% AMI, (4) households at or below 50% AMI, and (2) households at or below 60% AMI.
2	**Goal Name**	New construction of affordable housing
	Goal Description	New construction of HOME affordable rental housing units (13) Units at or below 50% AMI (10) Units at or below 60% AMI but below greater than 50% AMI HOME assisted new construction of homeowner housing on infill lots will serve eight households beow 80% AMI.
3	**Goal Name**	Acquisition and rehabilitation of housing
	Goal Description	Acquisition and rehabilitation of housing HOME assistance: (3) Acquisition Rehab projects assisting households below 80% AMI.
4	**Goal Name**	Financial assistance to renters and owners
	Goal Description	Housing services including down payment assistance and/or and homebuyer education programs, Tenant Based Rental Assistance, security deposit assistance and other financial supports to increase access to decent affordable housing. HOME TBRA will serve the following households: (40) ELI households - below 30% AMI (35) LI households - below 50% AMI (10) MI households - below 60% AMI
5	**Goal Name**	Provide housing and services to homeless
	Goal Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance

6	**Goal Name**	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include: housing and services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
7	**Goal Name**	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes: street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.
8	**Goal Name**	Economic development
	Goal Description	Includes activities such as workforce and other economic development initiatives.
10	**Goal Name**	Eliminate slum and blighting influences
	Goal Description	Demolition of vacant and dilapidated structures that pose a threat to health and safety, code enforcement, and graffiti removal programs as well as facade improvement projects.
11	**Goal Name**	Planning and administration of federal programs
	Goal Description	Planning and administration is required for the successful implementation of CDBG and HOME programs.
12	**Goal Name**	Fair housing education and outreach
	Goal Description	Education and outreach on fair housing to affirmatively further fair housing choice.

Estimate the number of extremely low-income, low-income, and moderate-income families to whom the jurisdiction will provide affordable housing as defined by HOME 91.315(b)(2)

Over the next five years, the City expects to assist the following extremely low-income (ELI, 0-30% AMI), low-income (LI, 31-50% AMI) and moderate-income (MI, 51-80% AMI) households using HOME dollars:

- TBRA – 20 ELI, 35 LI, 10 MI
- New Rental Unit Construction – 13 LI, 10 MI
- Acquisition Rehab serving homeowners – 3 MI
- Rental Rehabilitation – 4 ELI, 4 LI, 2 MI
- Homebuyer/In-fill Program – 8 MI
- HOME-AARP - Acquire non-congregate shelters, 20 ELI

SP-50 Public Housing Accessibility and Involvement - 91.415, 91.215(c)

Need to Increase the Number of Accessible Units (if Required by a Section 504 Voluntary Compliance Agreement)

The Housing Authority of the City of Pueblo fully meets the requirements of Section 504. There are 44 accessible units among the 689 units of public housing.

Activities to Increase Resident Involvements

The Housing Authority of the City of Pueblo (HACP) recognized that empowering residents fosters stronger neighborhoods, enhances quality of life, and ensures that programs truly meet the needs of those they serve. Through various initiatives such as Resident Councils, the Resident Advisory Board and the Family Self-Sufficiency Program – HACP provides structured avenues to make their voices heard, influence policies, and take meaningful steps toward personal and community growth.

Resident Council and Resident Advisory Board serves as a critical bridge between tenants and housing management, providing a platform for open dialogue for collaborating with HACP to drive meaningful change by providing input on program implementation. The Resident Advisory board strengthens the connection between HACP and the residents and ensures that resident concerns are prioritized in decision-making

HACP also administers the Family Self-Sufficiency Program, which is a five-year voluntary program for participants in both the Housing Choice Voucher and the Public Housing programs. The program is designed to help individuals with improving their economic status by reducing their dependence on public assistance.

The Family Self Sufficiency Coordinator will assist with developing an individualized plan leading to self-reliance and identifying the steps and activities that need to be taken to reach those goals.

There are various referrals to supportive social services such as childcare, job preparation, credit counseling, education, home ownership, transportation, and vocational training.

This initiative is designed to equip the resident with the tools needed to break the cycles of poverty and build a foundation for future success.

Is the public housing agency designated as troubled under 24 CFR part 902?

No

Plan to remove the 'troubled' designation

Not applicable as HACP is not designated as “troubled” under 24 CFR Part 902.

SP-55 Strategic Plan Barriers to Affordable Housing - 91.415, 91.215(h)

Barriers to Affordable Housing

The City is preparing an Analysis of Impediments to Fair Housing Choice concurrently with the Consolidated Plan for 2025. This AI noted that as housing prices rise relative to income, the City must continue its work in creating conditions for efficient development of new housing stock.

Unleashing market-rate housing can ease pressure on housing costs down the economic spectrum, as higher-income residents are often attracted to newer developments and therefore do not displace incumbent residents or outbid lower-income competitors for existing housing stock. However, new building permits dropped significantly after 2021, according to the Pueblo Comprehensive Plan and the Housing Needs Assessment, updated in 2024.

To facilitate efficiency in developing new housing stock and helping residence afford housing, the City's action plan includes:

- Ensuring that municipal zoning ordinances relax restrictions on multifamily housing where appropriate, especially in infill areas
- Exploring land-use designations for high-density housing
- Decreasing construction costs by modernizing codes
- Reforming acquisition and disposition policies of city-owned real estate to encourage development
- Streamlining city/county coordination for speedier development processes

This is not a comprehensive list, but rather examples of the most targeted ways in which the City and County of Pueblo are working to update existing public policies and encourage residential investment over the next five years.

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Strategy to Remove or Ameliorate the Barriers to Affordable Housing

The following list is not intended to be exhaustive. However, the following are some identified strategies to overcome barriers to affordable housing:

- Invest CDBG and HOME funds in improvements/rehabilitation of existing housing and development of affordable housing
- In the zoning regulatory update, explore relaxation on restrictions of multifamily zoning, particularly in infill areas
- Modernize codes to facilitate affordable construction
- Speed up development with more streamlined coordination/communication between county and city departments
- Create more public-private partnerships for demolition of unsafe or blighted housing & new construction
- Explore stricter codes to prevent further neglect of existing properties so those buildings can remain a source of safe, affordable housing

SP-60 Homelessness Strategy - 91.415, 91.215(d)

Describe how the jurisdiction's strategic plan goals contribute to:

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness using a By-Names list for each subcategory (i.e. veterans, families, etc.). After first implementing the model in 2021, CoC has continued its efforts to address homelessness statewide.

Addressing the emergency and transitional housing needs of homeless persons

The City of Pueblo acquired the City's only overnight emergency shelter in 2024 after the non-profit ownership dissolved. The City has put in significant investment to ensure the shelter remains in operation and is dedicated to the long-term success as the owner and operator. Additionally, eight units of non-congregate shelters will be installed by December 31, 2025 at this site, allowing a private sheltering option for persons with disabilities, youth, or other special needs.

Several other area nonprofits and a special unit located in the City of Pueblo Police Department provide homeless outreach to local camps and areas of town where the need is high. The teams includes medical and mental health professionals; veterans' representatives; retired Medevac personnel and law enforcement. Resources and referrals, which include shelter, are provided to individuals and families.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again.

Funding has been and remains the primary obstacle to the expansion of housing and services to persons and families experiencing homelessness and to those who are at risk of becoming homeless. This will likely remain the case as the various eviction moratoria are lifted and the number of evictions is likely to increase. The City of Pueblo will continue to invest CDBG funds to provide services.

The City is in process of constructing eight non-congregate shelter units that will be used to house special homeless populations, which may include chronically homeless individuals and families, unaccompanied youth, persons with disabilities or other high-needs populations.

Help low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families who are likely to become homeless after being discharged from a publicly funded institution or system of care, or who are receiving assistance from public and private agencies that address housing, health, social services, employment, education or youth needs

At-risk populations consist of those individuals being released from a correctional system, the Colorado Mental Health Institute and youth transitioning out of foster care. The City's Tenant-Based Rental Assistance Program targets these populations with its funding. All three systems have a discharge plan, which includes short-term funding for housing. The problem arises when these individuals have exhausted the program available resources but have not achieved self-sufficiency. These individuals are eventually served by members of the CoC.

SP-65 Lead-based Paint Hazards - 91.415, 91.215(i)

Actions to address LBP hazards and increase access to housing without LBP hazards

The Pueblo County Department of Public Health and Environment operates a lead blood testing program for residents. The lead program offers the following service to residents of the County:

- Lead risk and hazard reduction education to resident owners, property managers, and tenants.
- Lead risk and hazard reduction education for occupational and hobby exposures.
- Environmental testing program for Lead hazard screening (cost: $42.00/hour or no cost to those located within the Superfund Study Area).
- Blood Lead screening for children up to age 16, women of child-bearing age, pregnant or nursing women; and
- Blood Lead monitoring program for children with blood levels at or above 5.0 µg/dL.

The County also provides additional information regarding the common sources of lead exposure, potential health effects and methods to reduce exposure.

How are the actions listed above related to the extent of lead poisoning and hazards?

In 2014, the EPA designated the Colorado Smelter Site as a Superfund site for lead contamination. Preliminary findings have shown elevated blood levels in children in the immediate Eilers neighborhood, which is why the lead program is available for free to residents in this neighborhood.

How are the actions listed above integrated into housing policies and procedures?

Federally funded housing programs require required lead-based paint assessments and abatement. The following are the TBRA and rehab guidelines related to LBP:

The City of Pueblo complies with federal regulations regarding lead-based paint. The City only hires certified/trained inspectors, contractors, and risk assessors to work with and assess lead-based paint/hazards. Any work that must be completed to address lead-based paint hazards will be considered a "code deficiency" and will be given priority over non-code items.

Section 401(b) of the Lead Based Paint Poisoning Prevention Act (42 U.S.C. 831(b)) prohibits the use of lead-based paint in residential structures constructed or rehabilitated with federal assistance; the City complies.

Each purchaser, tenant, or occupant of housing to be assisted under this program that was constructed prior to 1978 is notified of the hazards of lead-based paint poisoning. Each participant is notified:

- that the property may contain lead based paint;

- of the hazards of lead based paint;
- of the symptoms and treatment of lead poisoning;
- of the precautions to be taken to avoid lead based paint poisoning (including maintenance and removal techniques for eliminating such hazards);
- of the advisability and availability of blood lead level screening for children under seven years of age; and
- that in the event lead based paint is found on the property, appro-priate abatement procedures may be undertaken.

In the rehabilitation program, the following is implemented:

All units constructed prior to 1978, and receiving more than $5,000 in assistance, will be assessed for lead-based paint hazards and any defective conditions found included in the work write-up for the rehabilitation work.

All units constructed prior to 1978 which include a child under seven years of age with and identified with an elevated blood level (EBL) shall be tested by using an X-ray fluorescence analyzer (XRF) or other method approved by HUD. Test readings of 1.0 mg/cm2 or higher using an XRF shall be considered positive for presence of lead-based paint,

Prior to final inspection and approval of the rehabilitation project, a clearance examination shall be conducted. This examination will be in accordance with HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, 2012, and will document the status of the corrective measures completed through abatement, encapsulation, enclosure, or an appropriate set of interim controls used to control LBP hazards.

DHCS staff is trained on the EPA required Renovation, Repair and Painting Program and actively offers training opportunities to contractors carrying out rehabilitation work.

SP-70 Anti-Poverty Strategy - 91.415, 91.215(j)

Jurisdiction Goals, Programs and Policies for reducing the number of Poverty-Level Families

Pueblo recognizes that it does not have significant control over the factors that reduce the number of households with incomes below the poverty level. However, the City uses local and federal funds to provide public services to support individuals and households as they strive to become self-sufficient.

How are the Jurisdiction poverty reducing goals, programs, and policies coordinated with this affordable housing plan

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and integrated planning.
- continue to work within the Continuum of Care process and other coordinating agencies to reduce duplication, improve integration, and identify unmet service needs.
- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- provide letters of support and other documentation to agencies in support of their fundraising efforts.
- enhance public access to information about community services.

SP-80 Monitoring - 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Department of Housing and Citizen Services is responsible for ensuring that the recipients of federal funds meet the purposes of the appropriate legislation and regulations, and that funds are disbursed in a timely manner.

As a recipient of federal CDBG funds, the City of Pueblo is responsible for managing the day-to-day operations of all CDBG funded activities and ensuring that CDBG funds are used within all a pplicable requirements. Monitoring is the primary tool to ensure that this happens.

The three primary goals of monitoring are:

- Ensure production and accountability.
- Ensure compliance with CDBG and other federal requirements.
- Evaluate organizational and project performance.

At the end of every grant year, an outside agency completes an audit of the City's financial system. As part of the auditing process, a "single audit" is completed per 2 CFR 200 for the federal funds that the City received during the previous fiscal year.

Any outside agency that receives funds through a subrecipient agreement will also be subject to periodic monitoring. Each social service agency must submit periodic progress reports along with their reimbursement request for a desktop review before any disbursement will occur. Department of Housing and Citizen Services staff also conducts an onsite monitoring visit to all social service agencies receiving CDBG funding.

The Department uses a risk-based model to determine which agencies
may require technical service assistance. Grantees may request TA at any time, but for new grantees or grantees with a higher level of risk based on staff turnover or type of services provided, the TA will occur after the agency submits their first progress report and before any reimbursement of funds are made.

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Currently, the City receives CDBG and HOME funds for housing construction, rehabilitation initiatives, community and economic development and public services. These funding sources are expected to be available over the next five years. The City will also receive CDBG-CV funds to prevent, prepare for and respond to the pandemic.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	1,432,469.00	0.00	1,473,674.00	2,906,143.00	5,729,876.00	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.Prior year CDBG resources include PY2016 ($309,795) and PY2017 ($59,715).

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	877,545.14	0.00	0.00	877,545.14	3,510,180.56	The expected amount remaining is four times the year 1 allocation assuming that the level of funding remains the same.

Table 54 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The City and County currently fund over 40 non-profit agencies through the Community Services Advisory Commission (CSAC) and other processes. The CSAC group, which funds the majority of these non-profit organizations, makes funding recommendations to the governing bodies. Over $4 million in general funds have been granted to local agencies that serve the Pueblo community in 2024 alone. These are general revenue funds, and allocations are made during the yearly budget process. Based on historical funding, over $20 million will be made available to local non-profits over the next five years.

The City and County of Pueblo as the Pueblo Consortium matches the HOME Investment Partnership Act grant with general funds. HOME funds are leveraged well with public/private partnerships, such as Low-Income Housing Tax Credits or other equity mechanisms. In addition the Consortium will use qualifying affordable housing expenditures made by each entity as match and has some funds that it carries forward from prior years. Leveraging of private and non-federal resources will be sought whenever possible.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
2	New construction of affordable housing	2020	2024	Affordable Housing	Citywide Countywide	Affordable Housing	HOME: $715,799.00	Rental units constructed: 6 Household Housing Unit
3	Preserve existing affordable units (rehab)	2020	2024	Affordable Housing	Citywide	Affordable Housing	CDBG: $185,000.00	Homeowner Housing Rehabilitated: 29 Household Housing Unit
5	Provide housing and services to homeless	2020	2024	Affordable Housing Homeless	Citywide	Public Services including Services for Homeless	CDBG: $160,892.00	Public service activities other than Low/Moderate Income Housing Benefit: 1958 Persons Assisted Public service activities for Low/Moderate Income Housing Benefit: 20 Households Assisted
6	Provide public services to non-homeless population	2020	2024	Affordable Housing Non-Homeless Special Needs Non-Housing Community Development	Citywide	Public Services including Services for Homeless	CDBG: $46,372.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 432 Persons Assisted

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
7	Improve and maintain public infrastructure and fac	2020	2024	Non-Housing Community Development	Citywide	Public Infrastructure and Facilities	CDBG: $1,156,455.00	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 6032 Persons Assisted
11	Planning and administration of federal programs	2020	2024	Affordable Housing Public Housing Homeless Non-Homeless Special Needs Non-Housing Community Development	Citywide Countywide	Administration and Planning	CDBG: $294,750.00 HOME: $209,900.00	Other: 2 Other
12	Fair housing education and outreach	2020	2024	Fair Housing	Citywide	Administration and Planning		
13	Economic development	2025	2029	Non-Housing Community Development	Citywide	Economic Development and Community Revitalization	CDBG: $200,000.00 HOME: $.00	Facade treatment/business building rehabilitation: 5 Business
14	Eliminate slum and blighting influences	2025	2029	Affordable Housing Non-Housing Community Development				Buildings Demolished: 2 Buildings

Table 55 – Goals Summary

Goal Descriptions

2	**Goal Name**	New construction of affordable housing
	Goal Description	New construction of affordable housing units
3	**Goal Name**	Preserve existing affordable units (rehab)
	Goal Description	Rehabilitation/reconstruction of single and multi-family housing; energy efficiency improvements; accessibility modifications; lead based paint hazard testing and abatement; minor repairs; and preservation of affordable units.
5	**Goal Name**	Provide housing and services to homeless
	Goal Description	Housing and services for homeless and near homeless include outreach, emergency, transitional and permanent supportive housing, Rapid Re-Housing, supporting services and rental assistance
6	**Goal Name**	Provide public services to non-homeless population
	Goal Description	Other public services that are needed include: housing and services for persons with HIV/AIDS; services for persons with physical, developmental and/or intellectual disabilities; employment and workforce development; screening for lead-based paint hazards; housing counseling; neighborhood clean-up programs; crime awareness and prevention programs; transportation; health and mental health services; services for persons recovering from addiction; youth programs, food banks and other food-related services; childcare and related services; senior programs and related services; legal services; and financial literacy.
7	**Goal Name**	Improve and maintain public infrastructure and fac
	Goal Description	Public facilities include neighborhood facilities, parks/recreation facilities, parking facilities, senior and youth facilities, childcare facilities, job training facilities, cultural facilities, non-residential historic preservation, and homeless facilities. Public infrastructure includes street and sidewalk improvements including lighting and streetscaping, water and sewer improvements, flood drainage improvements, solid waste management improvements.

11	**Goal Name**	Planning and administration of federal programs
	Goal Description	Planning and administration is required for the successful implementation of CDBG and HOME programs.
12	**Goal Name**	Fair housing education and outreach
	Goal Description	Education and outreach on fair housing to affirmatively further fair housing choice.
13	**Goal Name**	Economic development
	Goal Description	Create a program that allows business owners in high-blighted downtown corridors to access funding for building security upgrades and facade improvements. Funding will be leveraged with other funding sources.
14	**Goal Name**	Eliminate slum and blighting influences
	Goal Description	Demolish blighted unsafe structures.

AP-35 Projects - 91.420, 91.220(d)

Introduction

The following projects will be funded using federal CDBG, HOME and CDBG-CV funds:

#	Project Name
1	CD2501 Administration
2	CD2502 Homeless Prevention
3	CD2503 Homeless Supportive Services
4	CD2504 In Home Crisis Response-Boy's Town
5	CD2505 Senior Transportation
6	CD2506 1500 BLK E Routt-Sidewalks/Curbs
7	CD2507 200 BLK VanBuren Sidewalks
9	CD2509 ERESP
10	CD2510 Minor Repair Program
11	CD2511 Homeowner Rehab
12	CD2512 Abatement Dangerous Buildings
13	HO2510 City Administration
14	HO2520 County Administration
15	HO2530 County Programs
16	HO2540 Community Housing Development Organization
17	HO2550 City Programs
18	HO2560 City Match

Table 56 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

AP-38 Project Summary

Project Summary Information

1	**Project Name**	CD2501 Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	CDBG: $285,000.00
	Description	Administrative and planning activities associated with the CDBG program, fair housing education, and outreach.
	Target Date	9/30/2026
	Estimate the number and type of families that will benefit from the proposed activities	Administration of the program is essential to ensuring all funding is deployed.
	Location Description	
	Planned Activities	
2	**Project Name**	CD2502 Homeless Prevention
	Target Area	
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	
	Funding	:
	Description	The funding will assist low-income families cover their monthly rent and provide them with case management services in financial emergencies. This support aims to help families manage and maintain a budget, increase their income, and reduce the risk of homelessness.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
3	**Project Name**	CD2503 Homeless Supportive Services
	Target Area	

	Goals Supported	Provide housing and services to homeless
	Needs Addressed	Public Services including Services for Homeless
	Funding	:
	Description	Funding will provide supportive services to low-income, newly unemployed, and homeless families and individuals. Supportive services include comprehensive case management services, basic needs assistance, and referrals and support.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	**Project Name**	CD2504 In Home Crisis Response-Boy's Town
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
5	**Project Name**	CD2505 Senior Transportation
	Target Area	
	Goals Supported	Provide public services to non-homeless population
	Needs Addressed	
	Funding	:

	Description	This program allows for safe transport of the senior population for daily essentials.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
6	**Project Name**	CD2506 1500 BLK E Routt-Sidewalks/Curbs
	Target Area	
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	:
	Description	This funding is dedicated to ADA-accessibility for sidewalks in the 1500 block of E Routt
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
7	**Project Name**	CD2507 200 BLK VanBuren Sidewalks
	Target Area	
	Goals Supported	Improve and maintain public infrastructure and fac
	Needs Addressed	Public Infrastructure and Facilities
	Funding	:
	Description	ADA accessibility for sidewalks in the 200 block of VanBuren.
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
8	**Project Name**	CD2509 ERESP
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	:
	Description	This funding is part of the emergency repairs and essential services program, which provides owner-occupied home rehabilitation.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
9	**Project Name**	CD2510 Minor Repair Program
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	Affordable Housing
	Funding	:
	Description	This program provides essential repairs to maintain livability in existing housing units.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	

	Planned Activities	
10	**Project Name**	CD2511 Homeowner Rehab
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Provide home rehabilitation for owner-occupied housing.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
11	**Project Name**	CD2512 Abatement Dangerous Buildings
	Target Area	
	Goals Supported	Preserve existing affordable units (rehab)
	Needs Addressed	
	Funding	:
	Description	Important maintenance and upgrades to abate dangerous conditions in existing structures.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
12	**Project Name**	HO2510 City Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning

	Funding	:
	Description	City administration of HOME allocation.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
13	**Project Name**	HO2520 County Administration
	Target Area	
	Goals Supported	Planning and administration of federal programs
	Needs Addressed	Administration and Planning
	Funding	:
	Description	County administration of HOME funding.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
14	**Project Name**	HO2530 County Programs
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	Programs to support affordable housing through Pueblo County.
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	

	Location Description	
	Planned Activities	
15	**Project Name**	HO2540 Community Housing Development Organization
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
16	**Project Name**	HO2550 City Programs
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
17	**Project Name**	HO2560 City Match
	Target Area	
	Goals Supported	
	Needs Addressed	

	Funding	:
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

There are no geographic areas in which assistance will be targeted. Applications are received from community members and agencies independent of location and are taken into consideration if the proposed projects fulfill the federal requirements of the programs.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	92
Countywide	8

Table 57 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

The majority of funds will be allocated in the City of Pueblo because only the City receives CDBG and CDBG-CV funds so all of those funds will be expended within the City. The HOME funds are divided between the City and County with the vast majority going to the City. Within the City, funds are allocated in different neighborhoods to meet the needs of residents throughout the City.

Discussion

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

The following tables outline the affordable housing goals funded with CDBG and HOME funds.

One Year Goals for the Number of Households to be Supported	
Homeless	200
Non-Homeless	0
Special-Needs	0
Total	200

Table 58 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	10
The Production of New Units	2
Rehab of Existing Units	20
Acquisition of Existing Units	0
Total	32

Table 59 - One Year Goals for Affordable Housing by Support Type

Discussion

Per 91.220(1), there are some program-specific requirements for HOME as described below. Eligible applicants for HOME-funded programs are all low- and moderate-income households residing in the City or County or projects that are to be completed by developers, for example, that seeks to construct or rehabilitate units that are income-restricted. This includes applications for HOME funds in support of Low Income Housing Tax Credit (LIHTC) projects or RAD conversions undertaken by the Housing Authority.

HOME applications for affordable housing development will be taken monthly on a rolling basis, as projects are being developed. DHCS will review HOME Program applications in accordance with the Application checklist and on the following criteria:

• Affordable Housing Experience: Capacity must be demonstrated by including an application that identifies all necessary components to accomplish the development, e.g., effective control of sites for acquisition and construction developments, the financial capacity to repay the HOME loan and other financial arrangements, as well as comprehensive program design. DHCS's HOME Program staff will conduct reviews of:

a. Previous performance under the HOME Program and other related programs, including

disbursements, monitoring and findings;

b. Relevant experience in administering housing programs;

c. Relevant experience in developing and managing housing programs and;

d. Size of staff relative to all other program responsibilities.

- Housing Need Factor: The need factor pertains to percentages of the city's lower income households, the percentage of households with housing costs greater than thirty percent (30%) of area median family income adjusted for family size.

- Financing: DHCS places a strong emphasis on projects that will include the use of funds from other sources. All costs will be examined for reasonableness, and applicants may be denied if costs are deemed unreasonable.

The Consortium will not issue a funding commitment until all other commitments are in place. Proof of these commitments will be required prior to Council approval and execution of contracts.

- Readiness: The purpose of the application process is to allocate funds to eligible applicants for proposed projects. Applicants applying for HOME Program funds must begin their developments within ninety (90) days of the notice to proceed. Developments that do not begin within ninety (90) days are subject to have all HOME Program funds recaptured and reallocated to other eligible activities unless otherwise approved by DHCS. DHCS realizes that there may be extenuating circumstances that may delay the beginning of a project. Such circumstances will be reviewed on a case-by-case basis.

Program and services funding available through the CDBG Program is awarded through an annual NOFA process.

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

Actions planned will address the needs to public housing.

Actions planned during the next year to address the needs to public housing

Over the last six years, the HACP has been executing a four-phased Rental Assistance Demonstration (RAD) project, which converts a 212-unit Public Housing development into four separate projects. The HACP has been successful in leveraging public/private partnerships and funding for each of the phases. The City of Pueblo has used entitlement funding for each of the three completed projects and anticipates an application for the fourth phase when the HACP is awarded tax credit equity.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

HACP continues to try to increase resident involvement in management by providing regular resident meetings where residents can express concerns to housing management. The Agency maintains a strong working relationship with the City-wide resident organization, which provides resident involvement in strategic and agency planning.

HACP also administers the Family Self-Sufficiency Program, which is a five-year voluntary program for participants in both the Housing Choice Voucher and the Public Housing programs. The program is designed to help individuals with improving their economic status by reducing their dependence on public assistance.

The Family Self Sufficiency Coordinator will assist with developing an individualized plan leading to self-reliance and identifying the steps and activities that need to be taken to reach those goals.

There are various referrals to supportive social services such as childcare, job preparation, credit counseling, education, home ownership, transportation, and vocational training.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

Not applicable as the HACP is not designated as troubled.

Discussion

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

The City of Pueblo is committed to supporting individuals experiencing homelessness or at risk of becoming homeless through various initiatives. These efforts focus on shelter services, prevention programs, and outreach strategies.

1. Homeless Services

The City of Pueblo owns and operates the community's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned through both CDBG and HOME funding sources.

2. Homelessness Prevention

Through partnerships with nonprofit organizations, the CDBG program provides financial support for eviction prevention efforts, helping individuals and families remain stably housed.

3. Outreach Efforts

The City also supports outreach initiatives, including CDBG-funded programs such as youth outreach, designed to connect vulnerable populations with essential services.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to addressing homelessness through coordinated services, prevention strategies, and targeted outreach.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Pueblo CoC, which is part of the Colorado Balance of State, has a long-term goal of decreasing the number of persons experiencing homelessness by moving individuals and families from homelessness into permanent housing. To achieve this objective, the CoC meets regularly to monitor, discuss ongoing needs and issues that affect those impacted by homelessness. Health Solutions serves as the lead CoC agency and provides outreach to assess the individual needs of those experiencing homelessness. The CoC is engaging in the Built for Zero campaign, which is an approach that seeks to end homelessness

using a By-Names list for each subcategory (i.e. veterans, families, etc.).

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Pueblo is actively addressing emergency shelter and transitional housing needs for individuals experiencing homelessness through a combination of shelter services, prevention initiatives, and outreach efforts.

Emergency Shelter Services

The City owns and operates Pueblo's only homeless shelter, ensuring access to safe and stable temporary housing. Wraparound services are coordinated by the Department of Community and Human Services (DCHS) to provide comprehensive support. Funding for shelter operations is available through the Community Development Block Grant (CDBG) program, with additional capital upgrades planned using both CDBG and HOME funding sources.

Transitional Housing & Prevention Efforts

To support long-term stability, the City collaborates with nonprofit partners to prevent homelessness through eviction prevention programs funded by the CDBG program. These efforts help individuals and families avoid displacement and transition to stable housing.

Outreach & Community Engagement

Recognizing the importance of outreach, the City funds initiatives such as youth outreach programs through CDBG, ensuring that vulnerable populations receive access to resources that promote stability and reintegration into the community.

By leveraging local resources and funding opportunities, the City of Pueblo remains committed to providing both immediate shelter and long-term housing solutions for individuals experiencing homelessness.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key

areas:

1. Homeless Services

The City owns and operates Pueblo's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction prevention programs, helping residents maintain stable housing and avoid displacement.

3. Outreach Initiatives

The City supports various outreach efforts, including youth outreach programs, homelessness prevention services, and operational funding for housing providers—all made possible through CDBG funding.

Despite these ongoing efforts, **funding remains the primary challenge** in expanding housing and support services for individuals and families experiencing homelessness. This issue is expected to intensify as eviction moratoria are lifted, leading to an increase in displacement.

The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

The City of Pueblo remains committed to ensuring housing stability and providing critical assistance to individuals experiencing homelessness or at risk of becoming homeless. These efforts focus on three key areas:

1. Homeless Services

The City owns and operates Pueblo's only homeless shelter, with wraparound services coordinated by the Department of Community and Human Services (DCHS). Shelter operations are supported through

Community Development Block Grant (CDBG) funding, with additional capital upgrades planned using both CDBG and HOME funding.

2. Homelessness Prevention

Through strategic partnerships with nonprofit organizations, the City invests CDBG funds in eviction prevention programs, helping residents maintain stable housing and avoid displacement.

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The City of Pueblo remains dedicated to investing CDBG funds strategically to provide essential services and address the evolving needs of the community.

Discussion

AP-75 Barriers to affordable housing - 91.420, 91.220(j)

Introduction

The City of Pueblo recently completed an in-depth Analysis of Impediments to Affordable Housing, identifying critical barriers—from restrictive land-use controls and zoning ordinances to burdensome fees and outdated building codes—that limit access to affordable housing. The study not only highlights these challenges but also proposes actionable solutions designed to ameliorate the negative effects of current public policies, paving the way for a more robust and equitable housing market.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

The City is actively working to remove barriers to affordable housing, including:

- **Zoning and Land Use Reforms:** The City of Pueblo is actively revising its zoning ordinances through the update of its Unified Development Code (UDC). The goal is to relax restrictions on multifamily housing—especially in infill areas—and to expand the definition of "family" so that more flexible occupancy arrangements are allowed. In addition, the plan includes permitting manufactured or modular housing on lots traditionally reserved for single-family dwellings. Similar revisions are being pursued at the county level to encourage a wider range of housing developments.
- **Modernizing Building Codes and Construction Standards:** To reduce overall development costs and improve the return on residential investment, the City is exploring adjustments in building codes and energy standards. This initiative involves assessing alternative construction methods (such as offsite manufacturing, panelized construction, and repurposed shipping containers) that can lower material, labor, and time costs for affordable housing projects.
- **Financial Incentives and Streamlined Development Processes:** Both the City and County are working on creating incentive policies, including fee waivers, tax abatements, and reduced permit costs. These measures aim to lessen the financial burdens imposed by current fees and charges, encouraging private investment in affordable housing. The City's recent award of a Local Capacity Planning Grant from the Department of Local Affairs supports this effort, enabling faster project approvals and more coordinated collaboration among departments.
- **Utilization and Management of Public Land:** The local government intends to reform its acquisition and disposition policies regarding city-owned real estate. By acquiring land at favorable rates and offering it to developers with incentive packages, the City aims to remove barriers related to land cost and availability, thus facilitating new residential infill development.
- **Coordinated Planning and Funding Strategies:** Finally, by leveraging regional comprehensive planning processes and programs such as CDBG, HOME, and State Proposition 123, the City and County are pursuing multiple funding streams to address affordability gaps. These coordinated

efforts include enhanced communication and streamlined administrative procedures among local agencies, which help mitigate the restrictive growth limitations and tax policies that currently impact housing development.

Discussion

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

The following section describes other actions to be taken to meet the needs of the community.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting underserved needs is the limited funding resources available to address identified priorities. In addition, the gap in what households can afford to pay for housing and the price of housing is another obstacle to meeting the needs of the underserved. The City has a lack of decent, affordable units to meet the needs of the community.

The effect of greater community needs in the form of homelessness, risk of homelessness, the increased demand for supportive services (particularly for persons with multi-system contact), rising cost of housing and stagnant wages and an aging housing stock in need of revitalization while funding remains largely stagnant or is decreasing in real dollars puts added pressures on the systems within the City.

The City of Pueblo will continue to partner with other public agencies and non-profit organizations, when feasible, to leverage resources and maximize outcomes in housing and community development.

Lastly, the City and the County contribute approximately $1m annually toward funding various public services agencies. While the need remains greater than the available resources, funding is critical in the community.

Actions planned to foster and maintain affordable housing

The City will utilize its CDBG funds to implement the DHCS's five housing strategies. Specifically, the CDBG funding will be used to help preserve Pueblo's aging and dilapidated housing stock. This is done through several housing rehabilitation programs, including programs for seniors and for persons needing accessibility modifications to age in place. The CDBG funding is leveraged using both City of Pueblo general funding and paired with state and other grant funding opportunities available. These housing rehabilitation programs work to maintain the quality of the affordable housing stock occupied by low- and moderate-income households.

The City may also use CDBG or HOME funding to implement other housing strategies, which include:

1. **Boarded, Blighted & Burnt** – Identify redevelopment solutions for homes that need demolition due to lack of maintenance, condemnation, structural failure, or fires.
2. **Rehabilitation** – Preserve existing housing stock by expanding funding for low- and moderate-income homeowners who need home repairs.
3. **Infrastructure** – Assist with infrastructure fees for affordable housing development. Add infrastructure to existing City-owned vacant parcels to create development-ready properties.

4. **Blighted Commercial** – Assist with the acquisition and demolition of properties with large vacant commercial buildings to make sites ready for redevelopment of high-density residential units.
5. **Homeless Housing Options** – Create transitional housing options for individuals exiting homelessness, including non-congregate sheltering options and support for Rapid Re-Housing and Permanent Supportive Housing.

Additionally, the City will utilize HOME funds toward the new construction of rental units in the Compass Pointe Development.

Actions planned to reduce lead-based paint hazards

The Pueblo County Department of Public Health and Environment operates a lead blood testing program for residents. The lead program offers the following service to residents of the County:

- Lead risk and hazard reduction education to resident owners, property managers, and tenants.
- Lead risk and hazard reduction education for occupational and hobby exposures.
- Environmental testing program for Lead hazard screening (cost: $42.00/hour or no cost to those located within the Superfund Study Area).
- Blood Lead screening for children up to age 16, women of child-bearing age, pregnant or nursing women; and
- Blood Lead monitoring program for children with blood levels at or above 5.0 µg/dL.

The County also provides additional information regarding the common sources of lead exposure, potential health effects and methods to reduce exposure.

The City will continue to work with the Health Department as needed to reduce lead-based paint hazards and will continue to comply with all regulatory requirements of the CDBG and HOME programs as related to lead-based paint.

Actions planned to reduce the number of poverty-level families

Ongoing efforts to strengthen economic development and provide the City's lowest-income households with needed housing-related assistance and services directly address needs identified in this plan. The City will work with existing agencies that serve persons in poverty in order to evaluate their needs, coordinate the delivery of services, and determine if funding assistance should be made available through the CDBG Program in cases where there are insufficient resources to meet the identified needs. In addition, the City will:

- continue to work to coordinate community development strategies, needs assessments and integrated planning.
- continue to work within the Continuum of Care process and other coordinating agencies to

reduce duplication, improve integration, and identify unmet service needs.

- expand coordination among local funding entities to streamline the application process, and to maximize the impact of those resources.
- provide letters of support and other documentation to agencies in support of their fundraising efforts.
- enhance public access to information about community services.

Actions planned to develop institutional structure

The City of Pueblo is committed to the continued coordination of all Anti-Poverty and Community Development initiatives. The City has entered into several intergovernmental agreements with other entities such as Pueblo County to administer the CSAC process, which allocates general revenue funds from both entities to non-profit agencies and economic development organizations that enhance the quality of life in the community.

Actions planned to enhance coordination between public and private housing and social service agencies

Meaningful collaboration as it relates to the development and implementation of housing and community development programs and services has become increasingly important as the federal resources available to these programs continue to decline. Collaboration with housing and service providers helps the City to capture the maximum benefit for each dollar it invests and ensures that investments strategically address both short-term needs and advance long-term goals.

The Department of Housing and Citizen Services conducts ongoing consultation with human services agencies, housing development organizations, and municipalities at various points in time during a program year.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

Introduction

The following section describes program-specific requirements for the CDBG and HOME programs.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income.Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

HOME Investment Partnership Program (HOME)
Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

The County does not anticipate receiving any additional program income for its HOME programs

during FY 2025.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

When HOME Program funds are used to assist a household in the purchase of a unit, restrictions will be placed on the unit to ensure compliance with the resale and recapture requirements described in 24 CFR 92.254(a)(5), as amended through July 2013. This section sets forth the method that will be used by the Consortium to enforce these requirements.

The HOME Down payment Assistance Program will require a default. In the event of a default, as defined under the note and deed, and where net proceeds are sufficient to repay both the City's HOME investment and the homeowner investment, a full repayment of the direct HOME subsidy will be required.

The City of Pueblo elects to enforce the Recapture Provisions of the HOME Program, recapturing the direct HOME subsidy under the following conditions:

The City of Pueblo will recapture the direct subsidy amount of the HOME Program funds provided to the homebuyer/homeowner on an approved activity or recapture the maximum net proceeds from sale of property (whether recapture is affected through foreclosure or no foreclosure action).

- When net proceed exceed superior debt and the amount of direct HOME subsidy invested, the City will recapture the entire direct HOME subsidy provided.
- When net proceeds are insufficient to cover superior debt, the direct HOME subsidy will be forgiven.
- When net proceeds are insufficient to reimburse the entire direct HOME subsidy provided, but are in excess of the superior debt, the balance (Direct Subsidy – Net Proceeds) will be recaptured by the City.

Net proceeds recovered will be used to:

(1) Reimburse the HOME Program (approved activity) for the outstanding balance of HOME funds not repaid or forgiven during the applicable affordability period at the time of recapture.

(2) Reimburse the HOME Program (administration) for "holding costs" or other costs associated with the recapture action (legal fees, insurance, taxes, realtor fees, appraisal/BPO costs, etc.). If net proceeds recaptured are less than the outstanding balance of the direct HOME subsidy invested in

the property (for all approved activities and holding costs incurred), the loss will be absorbed by the HOME Program and all HOME Program requirements would be considered to have been satisfied. If net proceeds recaptured are greater than the outstanding balance of direct HOME subsidy invested in the property (for all approved activities and holding costs incurred), the balance of net proceeds will be distributed to the homeowner (or his/her estate). If the recapture of proceeds is effectuated through a completed foreclosure action, and the property is legally owned by the City of Pueblo, the balance of net proceeds recaptured will inure to the City of Pueblo.

For those cases where the affordability requirements are violated as a result of the death of the HOME beneficiary and there is an eligible person who qualified and is desirous of assuming the HOME assistance invested in the property, DHCS will permit sale of the HOME-assisted unit to the qualifying, eligible person, contingent upon DHCS's prior review and approval. The subsequent owner will be required to adhere to all applicable affordability requirements for the unexpired term of the original affordability period.

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

   Funding provided to developers of affordable rental housing will also be recaptured unless all of the following circumstances are demonstrated to exist: (i) more than 15 to 20 years have elapsed since the substantial completion of the project, or the City approves transfer of the Project and waives acceleration of the indebtedness, which transfer may be approved or disapproved in the sole discretion of the City, (ii) the primary lender also consents to assumption of the mortgage or obligation to which the deed of trust securing the agreement is subordinate, (iii) the sale of the Property is to a subsequent purchaser who agrees in writing to comply with the affordability requirements set forth at 24 CFR, §92.252, (iv).

   All subrecipient, developers, owner and sponsor HOME agreements contain clauses stating project lease-up requirements. The City has amended the written guidelines to address changes promulgated by the 2013 New HOME Rule. All new for-sale single-family projects will have provisions within the written agreement calling out the new HOME Investment Partnership Act requirement that all units not sold within 9 months of completion will be converted to rental.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The Consortium does not permit the use of HOME funds to refinance existing debt secured by multifamily or single-family housing that is being rehabilitated with HOME funds.

5. If applicable to a planned HOME TBRA activity, a description of the preference for persons with special needs or disabilities. (See 24 CFR 92.209(c)(2)(i) and CFR 91.220(l)(2)(vii)).

   The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

6. If applicable to a planned HOME TBRA activity, a description of how the preference for a specific category of individuals with disabilities (e.g. persons with HIV/AIDS or chronic mental illness) will narrow the gap in benefits and the preference is needed to narrow the gap in benefits and services received by such persons. (See 24 CFR 92.209(c)(2)(ii) and 91.220(l)(2)(vii)).

   The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

7. If applicable, a description of any preference or limitation for rental housing projects. (See 24 CFR 92.253(d)(3) and CFR 91.220(l)(2)(vii)). Note: Preferences cannot be administered in a manner that limits the opportunities of persons on any basis prohibited by the laws listed under 24 CFR 5.105(a).

   The City of Pueblo does not directly administer HOME TBRA. Any preferences outlined would be based on the subrecipient's policies and procedures administering TBRA. Tenant selection plans are reviewed as part of a TBRA allocation.

Attachments

Citizen Participation Comments

Table of Contents Participation Appendix

2020-2024 Consolidated Plan
2020 Annual Action Plan
CDBG-CV Funds (allocated in 2020 AAP)

a. Proof of publication for 2020-2024 CP and 2020 public meeting
b. Sign-in sheet for public meeting
c. Summary of comments received in public meeting
d. Sign-in sheets for stakeholder sessions
e. PowerPoint from PH1
f. Stakeholder flyer
g. Summary of comments received for stakeholder sessions
h. Proof of publication that the CP and 2020 plan would be on display and notice of second hearing for CP and 2020 AP
i. Summary of comments received during the display period
j. Sign-in sheets from second hearing
k. PowerPoint from PH2
l. Summary of comments received from second hearing
m. Comcast flyer
n. Summary or results from Resident Survey
o. Copy of ordinance adopting plan
p. Proof of publication for the first CV hearing (could be this year or last year)
q. Sign-in sheet for first CV hearing (could be this year or last year)
r. Proof of publication that CV was going on display and notice of second CV hearing
s. Sign-in from second CV hearing
t. Summary of comments received from second CV hearing

2020-2024 Consolidated Plan
2020 Annual Action Plan

PUBLIC NOTICE ATTACHED

CITY HOUSING & CITIZEN SRV-LGL
2631 E 4TH ST
PUEBLO, CO 810014200

PROOF OF PUBLICATION AFFIDAVIT

THE PUEBLO CHIEFTAIN

STATE OF COLORADO

County of Pueblo

I, V. Kelly, do solemnly swear that I am an employee of THE PUEBLO CHIEFTAIN; that the same is a daily newspaper printed in the County of Pueblo, State of Colorado, and has a general circulation therein; that said newspaper has been published continuously and uninterruptedly in said County of Pueblo for a period of 365 days a year next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States Mail as a second class matter under the provisions of the act of March 3rd, 1887, or any amendment thereof, duly qualified for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado; of which is attached a true copy from said newspaper and was published on the following dates:

PUBLISHED: March 09, 2021

In witness whereof, I have hereunto set my hand this 9th day of March, 2021

V. Kelly

Legal Clerk

Subscribed and sworn to before me, a Notary Public in and for the County of Brown, State of Wisconsin

Amy Kokott

Notary Public

6/30/2025

My commission expires

AMY KOKOTT
Notary Public
State of Wisconsin

Order Number: 0000227150

Account Number: 81017

NOTICE OF PUBLIC NEEDS HEARING
CITY OF PUEBLO, CO
FIVE YEAR CONSOLIDATED PLAN AND ANNUAL ACTION PLAN
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
HOME INVESTMENT PARTNERSHIPS PROGRAM

Notice is hereby given that the City of Pueblo, CO (City) is currently preparing its new Five Year Consolidated Plan for FY 2020-2024 and Annual Action Plan for FY 2020 and 2021. The City will receive FY 2020 and 2021 Community Development Block Grant (CDBG) funds and HOME Investment Partnerships (HOME) funds from the U.S. Department of Housing and Urban Development (HUD) and will conduct a public hearing on the use of these funds for FY 2020 and 2021. The City will also be accepting public input on housing, community development and economic development needs over the next five years. In accordance with the Final Rule for consolidation of the CDBG and HOME Programs, 24 CFR Part 91, et. al., the City will prepare the new Five Year Consolidated Plan and Annual Plans, which will be submitted to HUD on or before August 1, 2021.

In accordance with the City's Citizen Participation Plan, the City will hold a community development and housing needs hearing at the time indicated below. The meeting will be virtual due to the pandemic.

Virtual Public Meeting: March 25, 2021 at 1:00 pm
ZOOM Meeting ID: 991 1669 3930
Passcode: 307542

Dial by location:
1-669-900-6833 (San Jose)
1-253-215-8782 (Tacoma)

Persons requiring accommodations for special needs can make arrangements by contacting Bryan Gallagher at the City at the following email address: housing@pueblo.us at least 5 business days prior to the meeting.

The purpose of these public hearings is to:

1. Obtain the views and comments of individuals and organizations concerning the City's housing and community development needs. The information gathered will be used in the preparation of the Five Year Consolidated Plan and Annual Action Plans submission for the FY 2020 and 2021 Program Years.
2. Review the City's Community Development Block Grant and HOME Investment Partnerships Programs and provide an opportunity for the public to comment on program performance.
3. Summarize the Consolidated Plan process and obtain the views of citizens, public agencies, and others interested in the housing and community development needs of the City.

The City expects to publish a summary of its proposed Five Year Consolidated Plan and Annual Action Plans for FY 2020 and FY 2021 on or before May 14, 2021. A copy of the document will be placed on public display for a thirty (30) day review period beginning on or before June 1, 2021. A second public hearing will be duly advertised and conducted to present the proposed plan to the public. The City will consider comments on the proposed plan prior to adoption by the Pueblo City Council on or before July 15, 2021. Proper notice of the display date and subsequent public hearing will be properly advertised. The City intends to submit its new Five Year Consolidated Plan and FY 2020 and 2021 Annual Action Plans to HUD on or before August 1, 2021.

PUBLICATION DATE: March 9,2021

PJ-0000227165-01

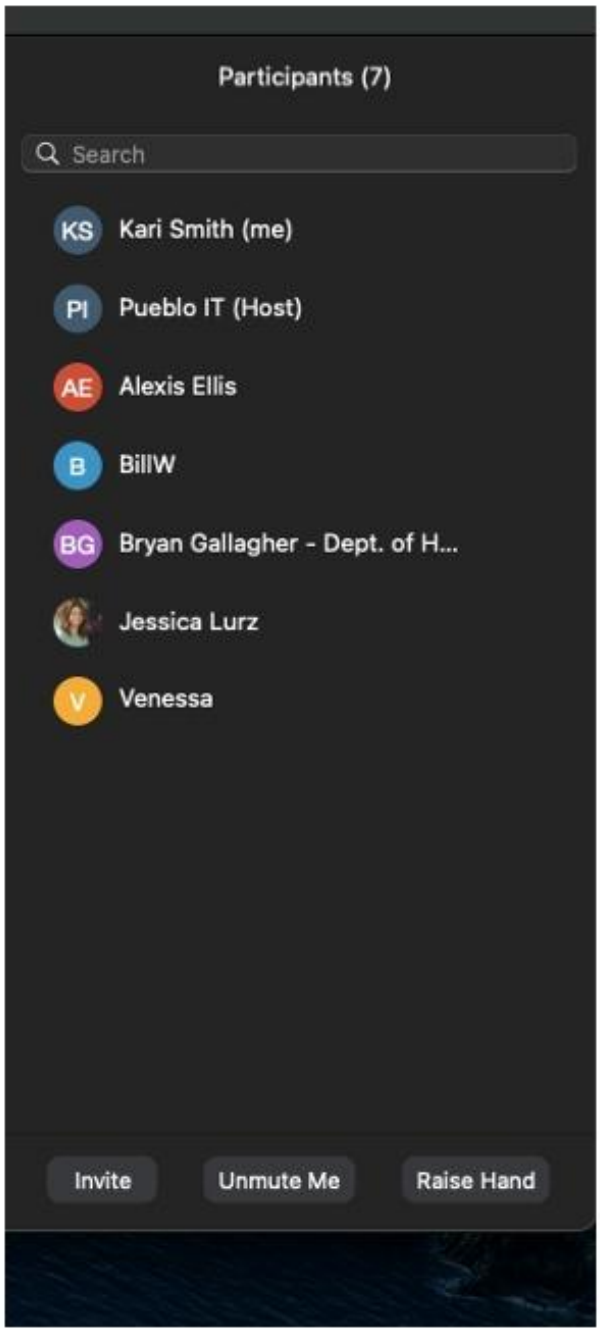
Pueblo, CO

2020-2024 CONSOLIDATED PLAN

2020 AND 2021 ANNUAL ACTION PLANS

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Thursday, March 25, 2021
1:00 PM MST / 3:00 PM EST


Participants (7)
Search
KS Kari Smith (me)
PI Pueblo IT (Host)
AE Alexis Ellis
B BillW
BG Bryan Gallagher - Dept. of H...
Jessica Lurz
V Venessa
Invite
Unmute Me
Raise Hand

Public Meeting

Thursday, March 25, 2021
1 PM MST/ 3 PM EST

Challenges to Affordable Housing

- Developers become stuck in a cycle where they have gotten approvals from planning and zoning, then hit roadblocks with regional building that require additional costs. Zoning requirements need to be updated with affordable housing in mind, as well as improving coordination between departments (regional building, planning, zoning).
    - The zoning code was drafted in 1968. It's been edited over time, but it still only provides for residential and commercial. This creates an issue of where multifamily housing falls; it tends to be considered as commercial, with appearance requirements of commercial facilities that do not really apply to multifamily.
    - Even if multifamily housing is considered as residential, a qualifying property must have 10 out of 15 elements to qualify. This can be difficult and costly, particularly if you are trying to build affordable housing.
- Lack of a public administrator position has created a bottleneck in the court system, preventing homes from getting through probate. Fund the Public Administrator position to assist with probate cases and other functions would address this issue.
- The City of Pueblo has a landbank, but it does not have the power to clear title; quieting title is a process that can take 6-18 months.

Meeting the Needs of the Homeless

- Medical respite – the need for facility-based respite, as well as shelter beds, wound care, medical beds, and med management (types of care that homeless care workers are not equipped for) - are a high-priority need.
- Higher quality data produced from the recent enrollment in the Built for Zero initiative will be used as a tool to convince hospitals to build affordable housing.

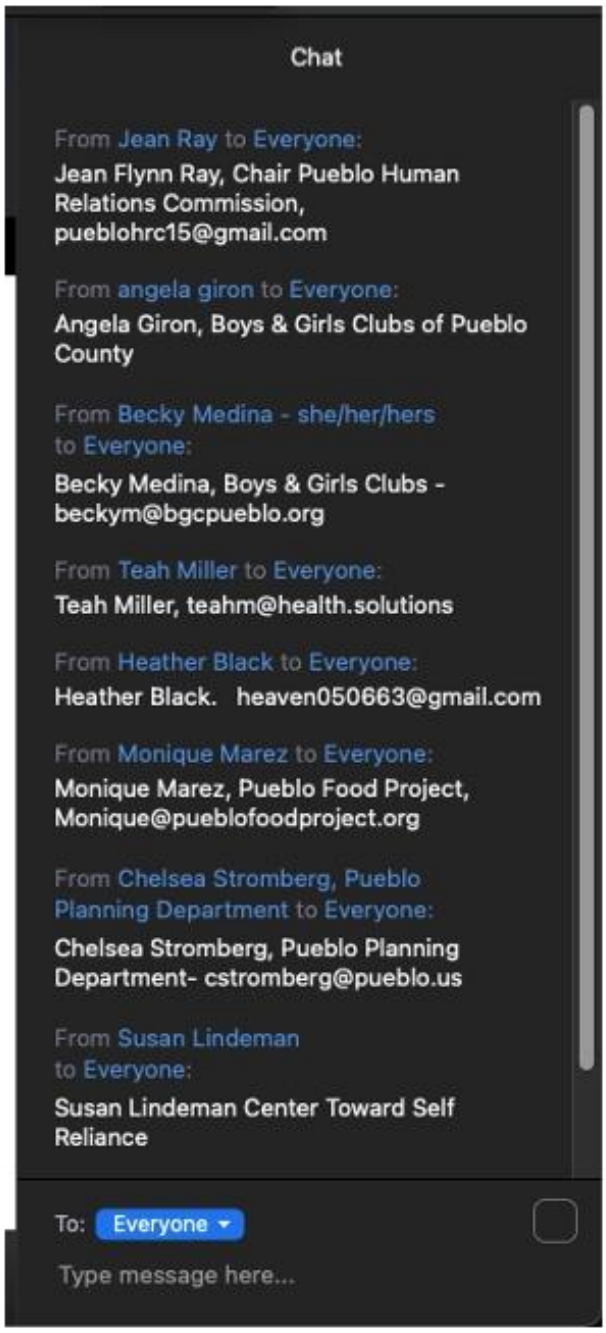
Pueblo, CO

2020-2024 CONSOLIDATED PLAN

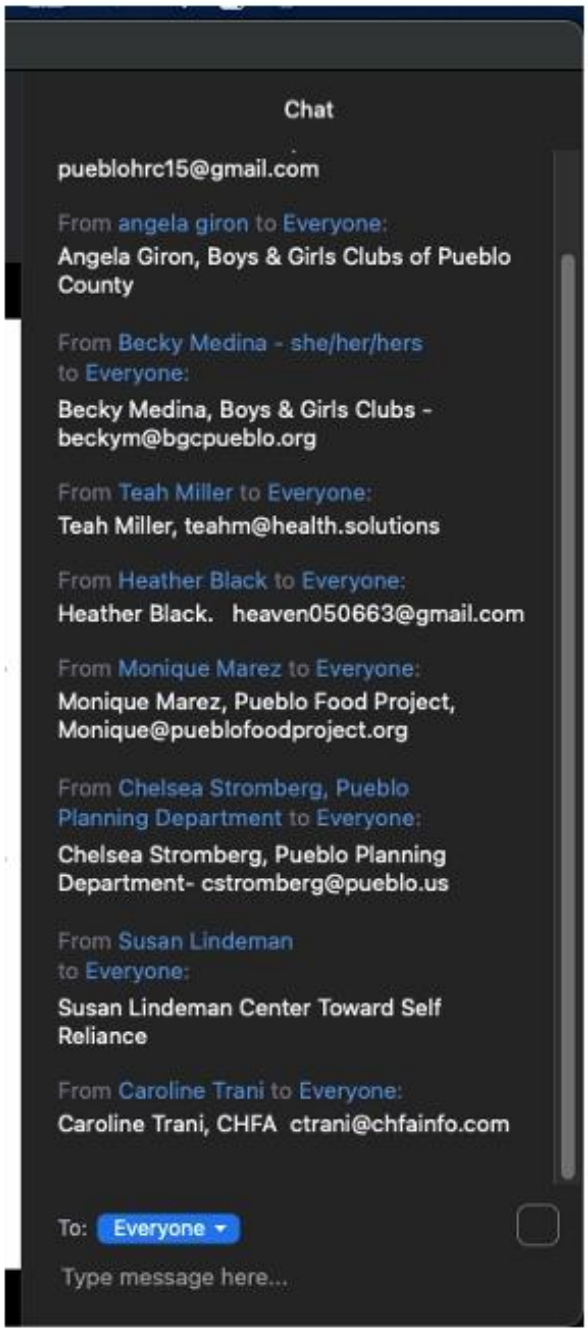
2020 AND 2021 ANNUAL ACTION PLANS

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

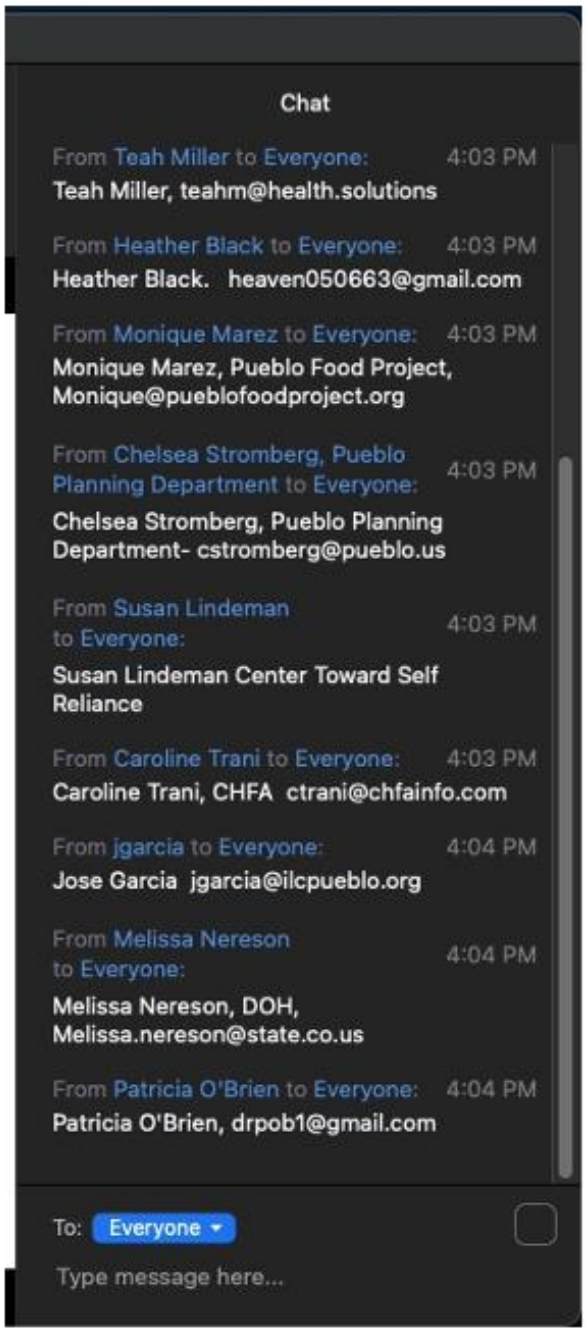
Tuesday, March 16, 2021
2:00 PM MST / 4:00 PM EST


Chat
From Jean Ray to Everyone:
Jean Flynn Ray, Chair Pueblo Human Relations Commission, pueblohrc15@gmail.com
From angela giron to Everyone:
Angela Giron, Boys & Girls Clubs of Pueblo County
From Becky Medina - she/her/hers to Everyone:
Becky Medina, Boys & Girls Clubs - beckym@bgcpueblo.org
From Teah Miller to Everyone:
Teah Miller, teahm@health.solutions
From Heather Black to Everyone:
Heather Black. heaven050663@gmail.com
From Monique Marez to Everyone:
Monique Marez, Pueblo Food Project, Monique@pueblofoodproject.org
From Chelsea Stromberg, Pueblo Planning Department to Everyone:
Chelsea Stromberg, Pueblo Planning Department- cstromberg@pueblo.us
From Susan Lindeman to Everyone:
Susan Lindeman Center Toward Self Reliance
To: Everyone
Type message here...

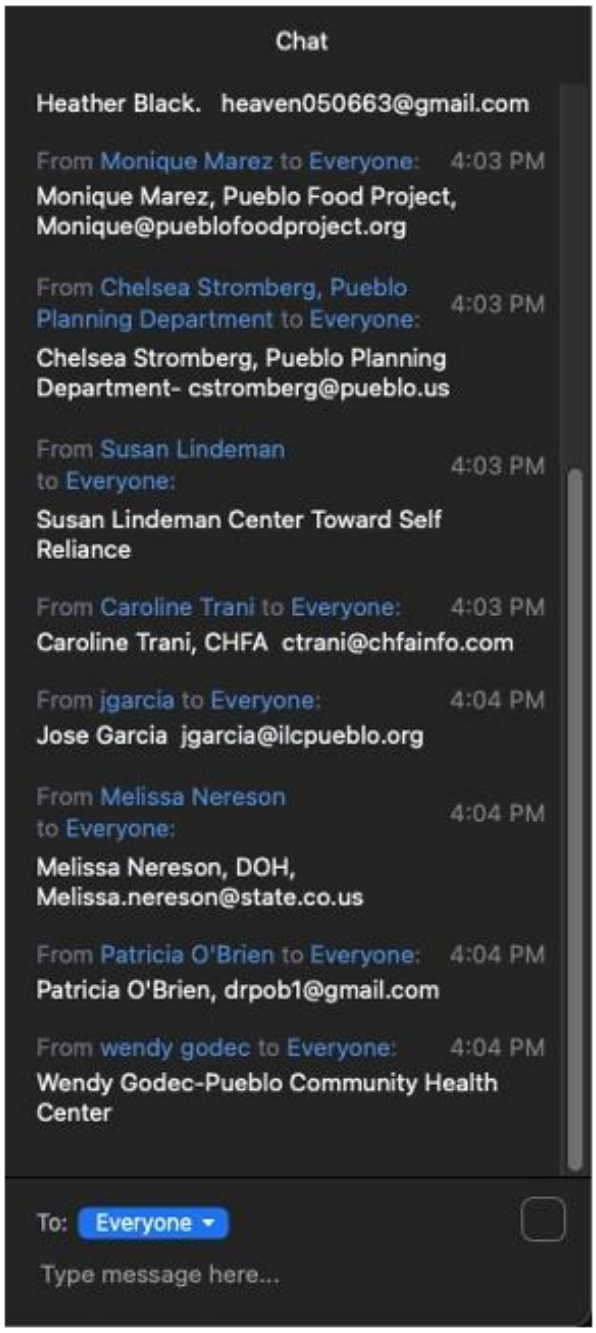
2


Chat
pueblohrc15@gmail.com
From angela giron to Everyone:
Angela Giron, Boys & Girls Clubs of Pueblo County
From Becky Medina - she/her/hers to Everyone:
Becky Medina, Boys & Girls Clubs - beckym@bgcpueblo.org
From Teah Miller to Everyone:
Teah Miller, teahm@health.solutions
From Heather Black to Everyone:
Heather Black. heaven050663@gmail.com
From Monique Marez to Everyone:
Monique Marez, Pueblo Food Project, Monique@pueblofoodproject.org
From Chelsea Stromberg, Pueblo Planning Department to Everyone:
Chelsea Stromberg, Pueblo Planning Department- cstromberg@pueblo.us
From Susan Lindeman to Everyone:
Susan Lindeman Center Toward Self Reliance
From Caroline Trani to Everyone:
Caroline Trani, CHFA ctrani@chfainfo.com
To: Everyone
Type message here...

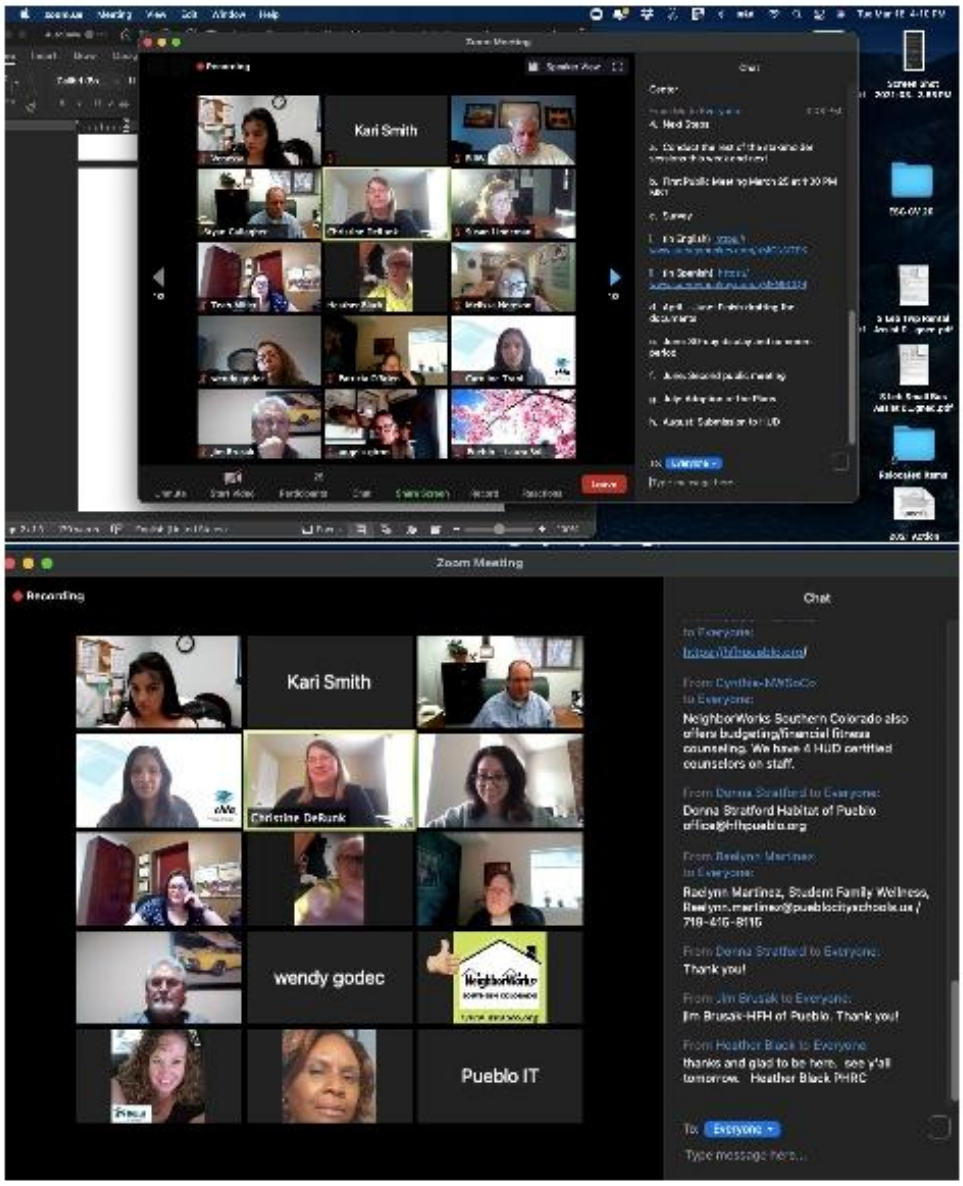
3


Chat
From Teah Miller to Everyone: 4:03 PM
Teah Miller, teahm@health.solutions
From Heather Black to Everyone: 4:03 PM
Heather Black. heaven050663@gmail.com
From Monique Marez to Everyone: 4:03 PM
Monique Marez, Pueblo Food Project, Monique@pueblofoodproject.org
From Chelsea Stromberg, Pueblo Planning Department to Everyone: 4:03 PM
Chelsea Stromberg, Pueblo Planning Department- cstromberg@pueblo.us
From Susan Lindeman to Everyone: 4:03 PM
Susan Lindeman Center Toward Self Reliance
From Caroline Trani to Everyone: 4:03 PM
Caroline Trani, CHFA ctrani@chfainfo.com
From jgarcia to Everyone: 4:04 PM
Jose Garcia jgarcia@ilcpueblo.org
From Melissa Nereson to Everyone: 4:04 PM
Melissa Nereson, DOH, Melissa.nereson@state.co.us
From Patricia O'Brien to Everyone: 4:04 PM
Patricia O'Brien, drpob1@gmail.com
To: Everyone
Type message here...

4


Chat
Heather Black. heaven050663@gmail.com
From Monique Marez to Everyone: 4:03 PM
Monique Marez, Pueblo Food Project, Monique@pueblofoodproject.org
From Chelsea Stromberg, Pueblo Planning Department to Everyone: 4:03 PM
Chelsea Stromberg, Pueblo Planning Department- cstromberg@pueblo.us
From Susan Lindeman to Everyone: 4:03 PM
Susan Lindeman Center Toward Self Reliance
From Caroline Trani to Everyone: 4:03 PM
Caroline Trani, CHFA ctrani@chfainfo.com
From jgarcia to Everyone: 4:04 PM
Jose Garcia jgarcia@ilcpueblo.org
From Melissa Nereson to Everyone: 4:04 PM
Melissa Nereson, DOH, Melissa.nereson@state.co.us
From Patricia O'Brien to Everyone: 4:04 PM
Patricia O'Brien, drpob1@gmail.com
From wendy godec to Everyone: 4:04 PM
Wendy Godec-Pueblo Community Health Center
To: Everyone
Type message here...

5


Zoom Meeting
Recording
Kari Smith
Christine DeRusk
wendy godec
Pueblo IT
Chat
NeighborWorks Southern Colorado also offers budgeting/financial fitness counseling. We have 4 HUD certified counselors on staff.
Donna Stratford Habitat of Pueblo
Raelynn Martinez, Student Family Wellness,
Thank you!
Jim Brusak-HFH of Pueblo. Thank you!
thanks and glad to be here. see y'all tomorrow. Heather Black PHRC
Everyone
Type message here...


Chelsea Stromb...
Jessica Lurz
Pueblo IT
Jean Ray
jgarcia
Kevin Tang
M

7

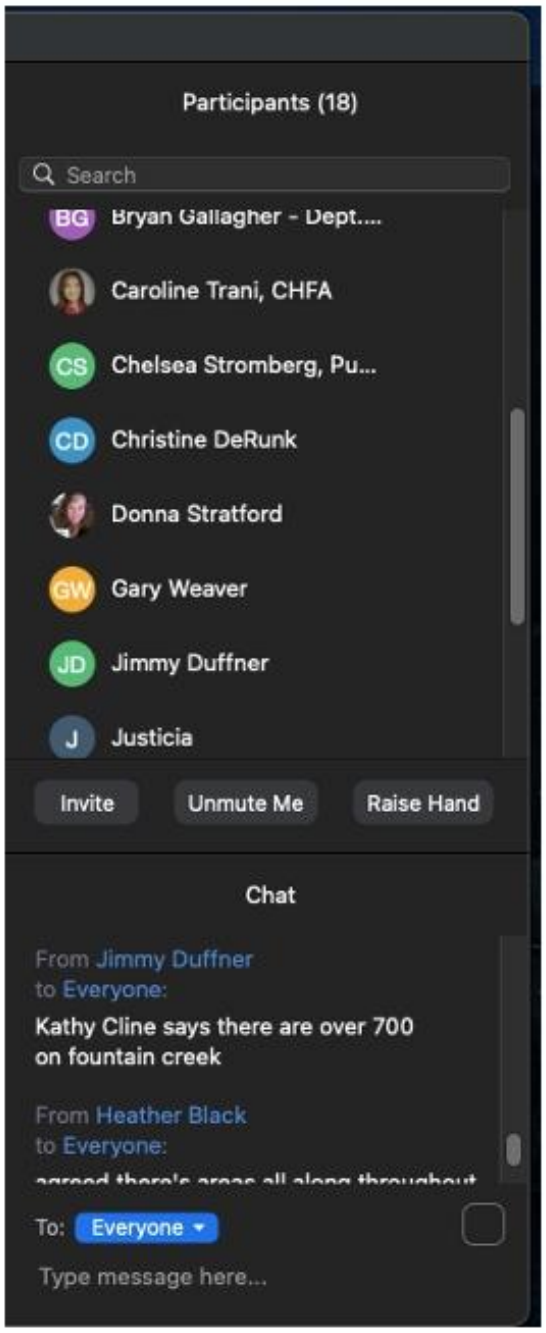
Pueblo, CO

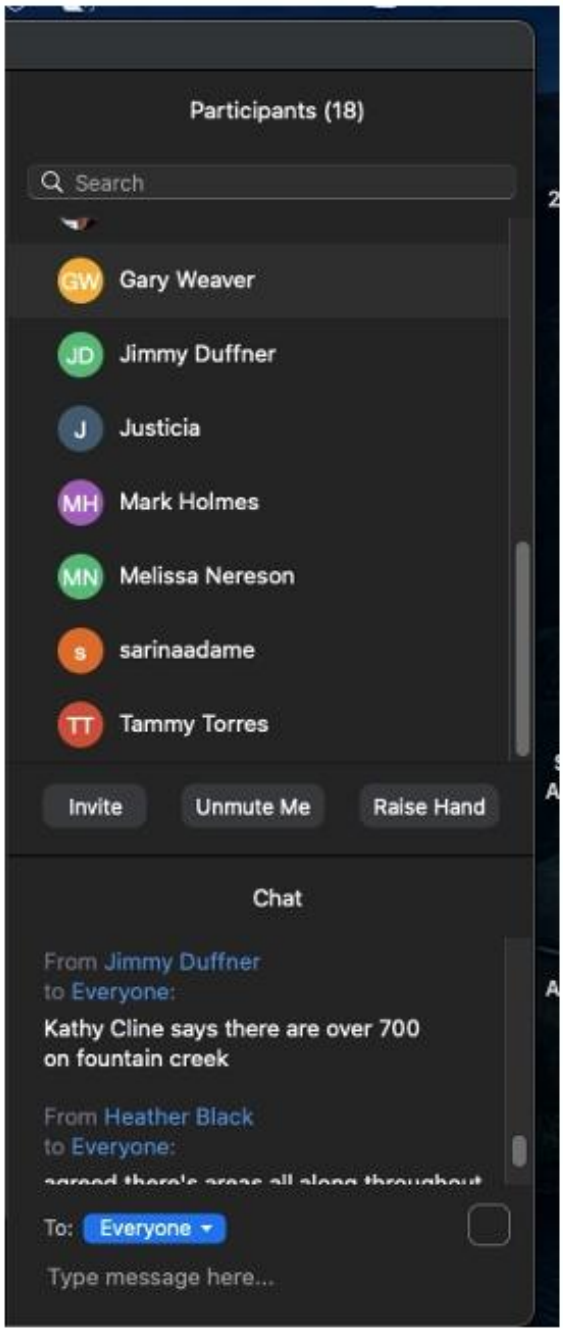
2020-2024 CONSOLIDATED PLAN

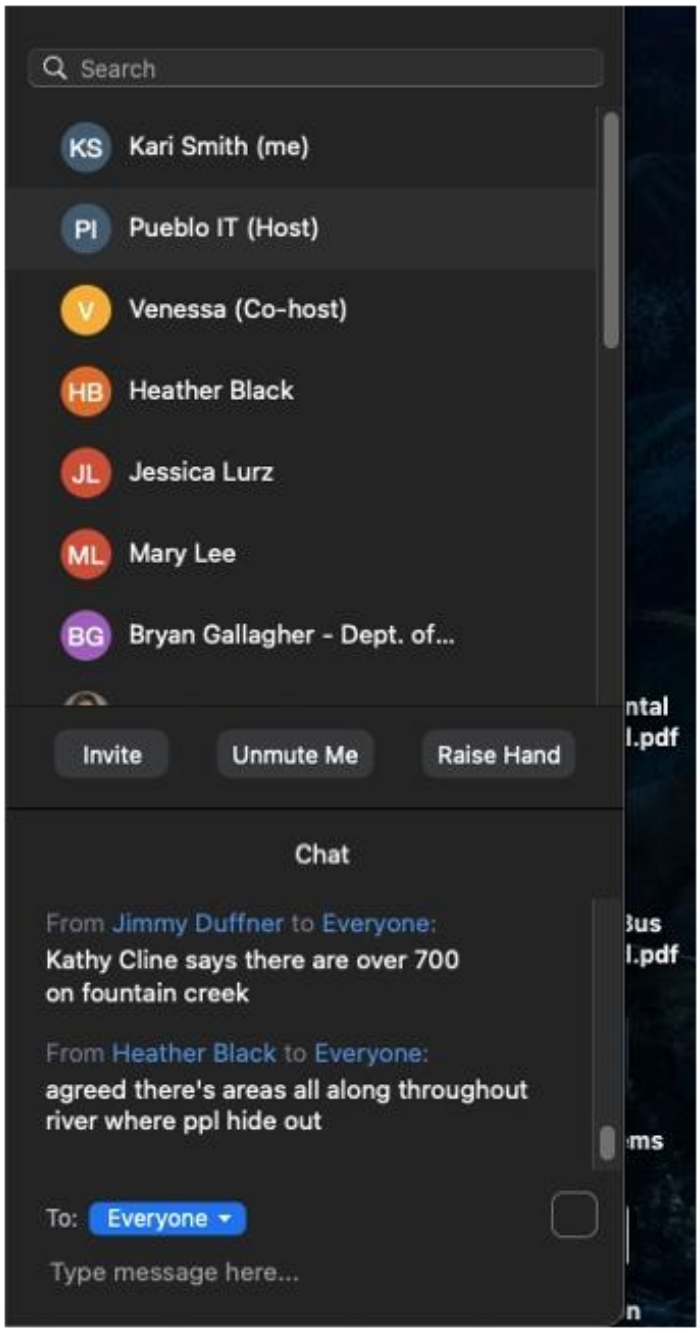
2020 AND 2021 ANNUAL ACTION PLANS

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Wednesday, March 17, 2021
10:00 AM MST / 12:00 PM EST


Participants (18)
Search
Bryan Gallagher - Dept....
Caroline Trani, CHFA
Chelsea Stromberg, Pu...
Christine DeRunk
Donna Stratford
Gary Weaver
Jimmy Duffner
Justicia
Invite
Unmute Me
Raise Hand
Chat
From Jimmy Duffner
to Everyone:
Kathy Cline says there are over 700 on fountain creek
From Heather Black
to Everyone:
To: Everyone
Type message here...


Participants (18)
Search
Gary Weaver
Jimmy Duffner
Justicia
Mark Holmes
Melissa Nereson
sarinaadame
Tammy Torres
Invite
Unmute Me
Raise Hand
Chat
From Jimmy Duffner
to Everyone:
Kathy Cline says there are over 700
on fountain creek
From Heather Black
to Everyone:
To: Everyone
Type message here...


Search
KS Kari Smith (me)
PI Pueblo IT (Host)
V Venessa (Co-host)
HB Heather Black
JL Jessica Lurz
ML Mary Lee
BG Bryan Gallagher - Dept. of...
Invite
Unmute Me
Raise Hand
Chat
From Jimmy Duffner to Everyone:
Kathy Cline says there are over 700 on fountain creek
From Heather Black to Everyone:
agreed there's areas all along throughout river where ppl hide out
To: Everyone
Type message here...

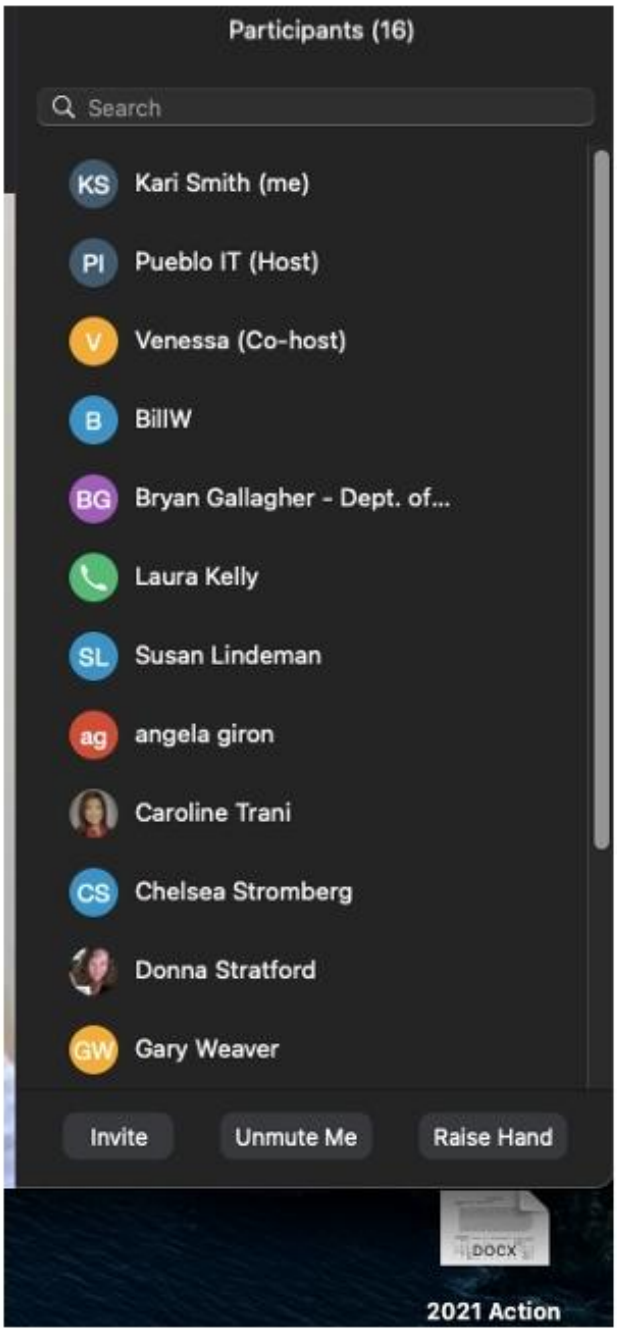
Pueblo, CO

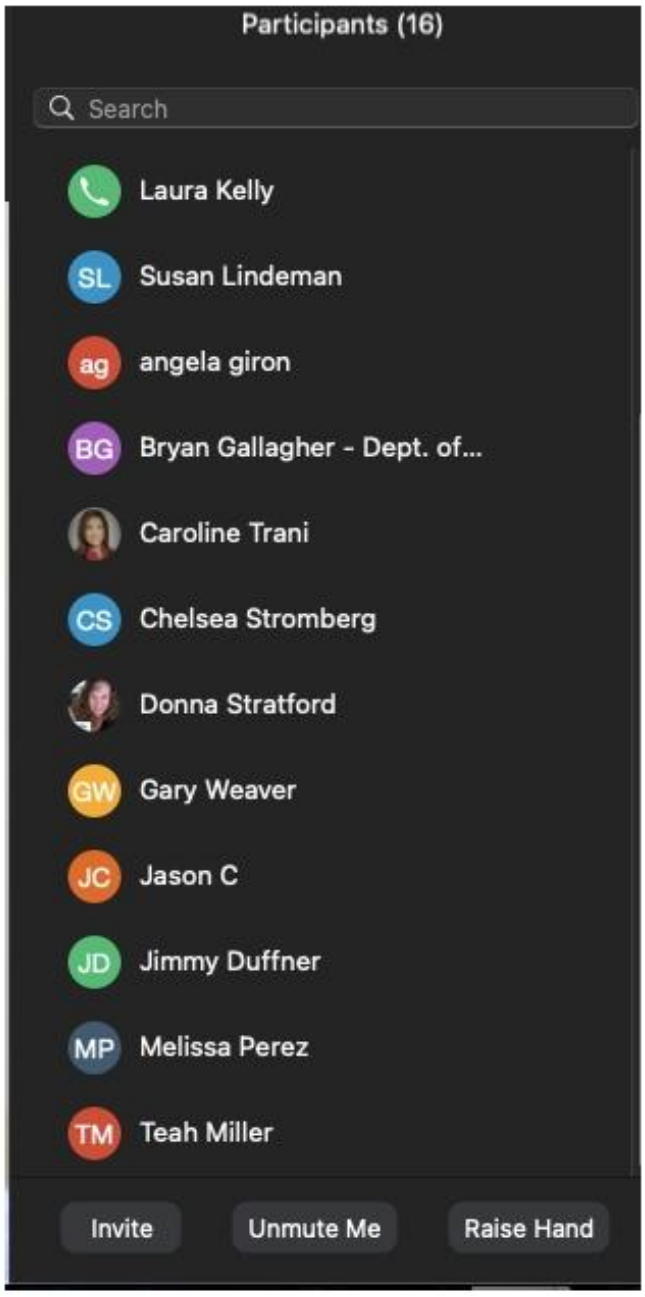
2020-2024 CONSOLIDATED PLAN

2020 AND 2021 ANNUAL ACTION PLANS

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Tuesday, March 23, 2021
12:00 PM MST / 4:00 PM EST


Participants (16)
Search
KS Kari Smith (me)
PI Pueblo IT (Host)
V Venessa (Co-host)
B BillW
BG Bryan Gallagher - Dept. of...
Laura Kelly
SL Susan Lindeman
ag angela giron
Caroline Trani
CS Chelsea Stromberg
Donna Stratford
GW Gary Weaver
Invite
Unmute Me
Raise Hand
DOCX
2021 Action


Participants (16)
Search
Laura Kelly
SL
Susan Lindeman
ag
angela giron
BG
Bryan Gallagher - Dept. of...
Caroline Trani
CS
Chelsea Stromberg
Donna Stratford
GW
Gary Weaver
JC
Jason C
JD
Jimmy Duffner
MP
Melissa Perez
TM
Teah Miller
Invite
Unmute Me
Raise Hand

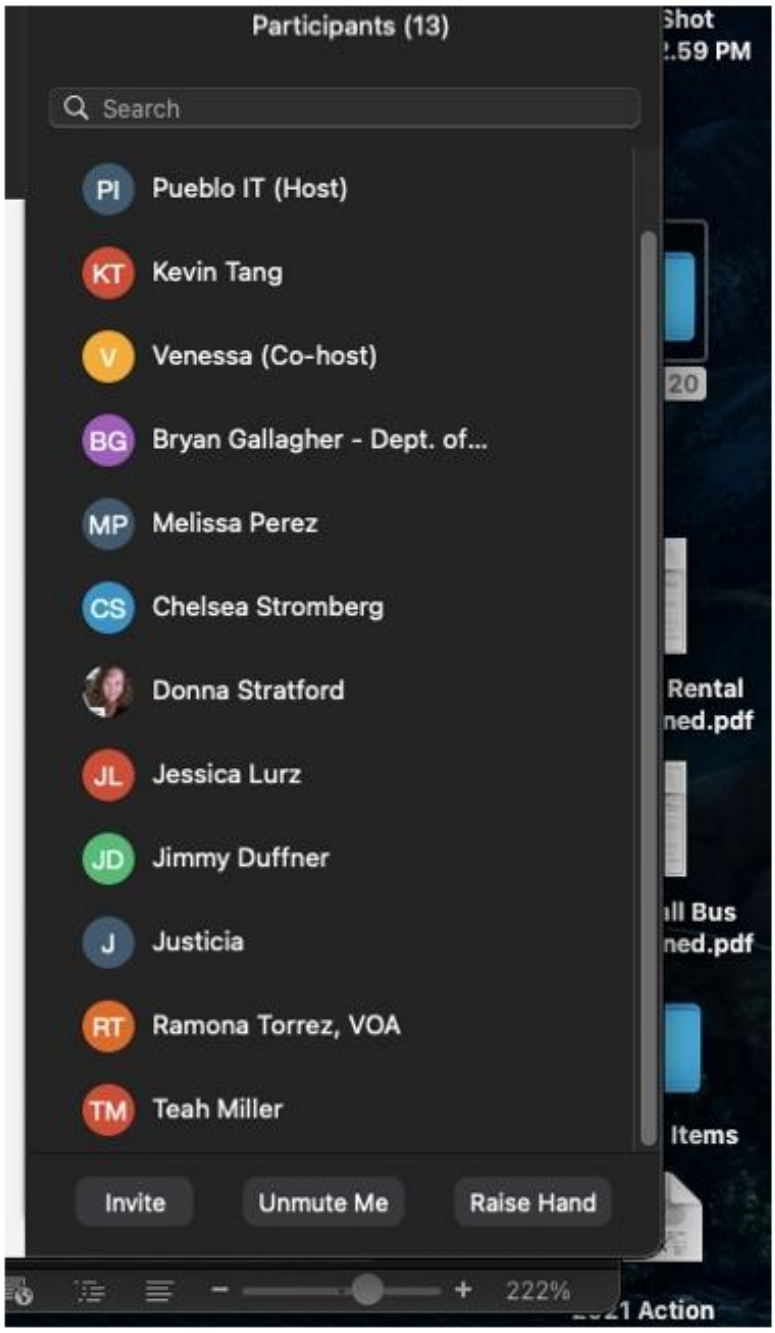
Pueblo, CO

2020-2024 CONSOLIDATED PLAN

2020 AND 2021 ANNUAL ACTION PLANS

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE

Wednesday, March 24, 2021
10:00 PM MST / 12:00 PM EST


Participants (13)
Search
PI Pueblo IT (Host)
KT Kevin Tang
V Venessa (Co-host)
BG Bryan Gallagher - Dept. of...
MP Melissa Perez
CS Chelsea Stromberg
Donna Stratford
JL Jessica Lurz
JD Jimmy Duffner
J Justicia
RT Ramona Torrez, VOA
TM Teah Miller
Invite
Unmute Me
Raise Hand
222%
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Items
Action



CITY OF PUEBLO & PUEBLO CONSORTIUM

Public Meetings for:
2020-2024 Consolidated Plan
2020 and 2021 Annual Action Plan
Analysis of Impediments to Fair Housing Choice

MULLIN & LONERGAN ASSOCIATES

city of PUEBLO colorado

CONSOLIDATED PLAN AND ANNUAL ACTION PLAN


WHAT IS A FIVE-YEAR CONSOLIDATED PLAN?
Required for all HUD Funding
Covers the Period: October 1, 2020 thru September 30, 2024
Components:
• Stakeholder Consultation and Citizen Participation (Public Agencies, Nonprofit Service Organizations, Residents, Homeless Assistance Organizations, Public Housing Authority, etc.)
• Housing Needs Assessment (Public Housing and Homelessness)
• Housing Market Analysis (Public Housing and Homelessness)
• Strategic Plan – Local Priorities
• Annual Action Plan – Proposed Activities for Program Years 2020 and 2021: (October 1, 2021 - September 30, 2021 and October 1, 2021 - September 30, 2022)


BASIC CDBG ELIGIBLE ACTIVITIES
Housing Rehabilitation
Homeownership Assistance
Public Facilities and Improvements
Blight Removal Demolition/Site Preparation
Code Enforcement
Economic Development
Acquisition / Disposition of Real Property
Public Services

CDBG PUBLIC SERVICES

Limited to 15% of CDBG Grant Amount

- Employment Training
- Crime Prevention
- Childcare
- Health Care
- Drug Abuse Education
- Fair Housing Counseling
- Energy Conservation
- Homebuyer Education
- Recreation Programs

MEETING NATIONAL OBJECTIVES

Each activity must meet one of the THREE NATIONAL OBJECTIVES:



Benefit Low- and Moderate-Income Persons

(at least 70% of grant amount)



Prevent or Eliminate Blight

(not more than 30% of grant amount)



Urgent Needs

when health and welfare are threatened

DEFINITION OF LOW- AND MODERATE-INCOME IN PUEBLO, CO MSA IN 2020

Household Size	Maximum Income (80% HAMFI for Pueblo, CO MSA)
1 person	$39,800
2 person	$45,450
3 person	$51,150
4 person	$56,800
5 person	$61,350
6 person	$65,900
7 person	$70,450
8 person	$75,000

HOME



Housing Rehabilitation



Homeownership Assistance



New Construction of Affordable Housing



Tenant Based Rental Assistance

2020 // 2021 allocations:

- CDBG $1,473,959 // $1,482,287
- HOME $839,604 // $852,826



ACTIVITIES FUNDED IN PROGRAM YEAR 2018: (OCT 1, 2018 – SEP 30, 2019) CITY OF PUEBLO PUEBLO CONSORTIUM

CITY OF PUEBLO INVESTED FUNDS TO ASSIST:

- Community Development Infrastructure - ADA compliant curb ramps and the acquisition of a new fire pumper for Fire Station No. 4;
- Public Services - for non-profit service delivery;
- Affordable Housing - Increase the supply of safe and decent housing;
- Neighborhood Revitalization - Clearance and demolition activities;
- Tenant Based Rental Assistance – 14 households assisted
- City and County Owner-Occupied Rehabilitation and Minor Repairs Programs - 30 households
- Construction of affordable housing rental units- 72 units
- New construction of owner-occupied housing –1 unit

ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING CHOICE



WHAT IS FAIR HOUSING?

- The right to choose housing free from unlawful discrimination
- Federal, state, and local laws protect people from discrimination in housing transactions such as rentals, sales, mortgage lending and insurance
- It ensures access to housing for everyone

FAIR HOUSING PROTECTED CLASSES



EXAMPLES OF HOUSING DISCRIMINATION

- A landlord or agent asks questions about your religious practices
- A unit is advertised as "vacant" or "for sale" but the agent refuses to show it to you
- Extra security deposit is required for families with children
- A landlord refuses to rent to you because you use a wheelchair



PUBLIC COMMENT

PUBLIC COMMENT

YOUR OPINION COUNTS!

What are Pueblo's most urgent needs?

- Housing?
- Infrastructure?
- Facilities (Community Centers, Neighborhood Centers, Libraries, etc.)?
- Services (Job Training, Youth Programs, Childcare, etc.)?
- Employment Opportunities?



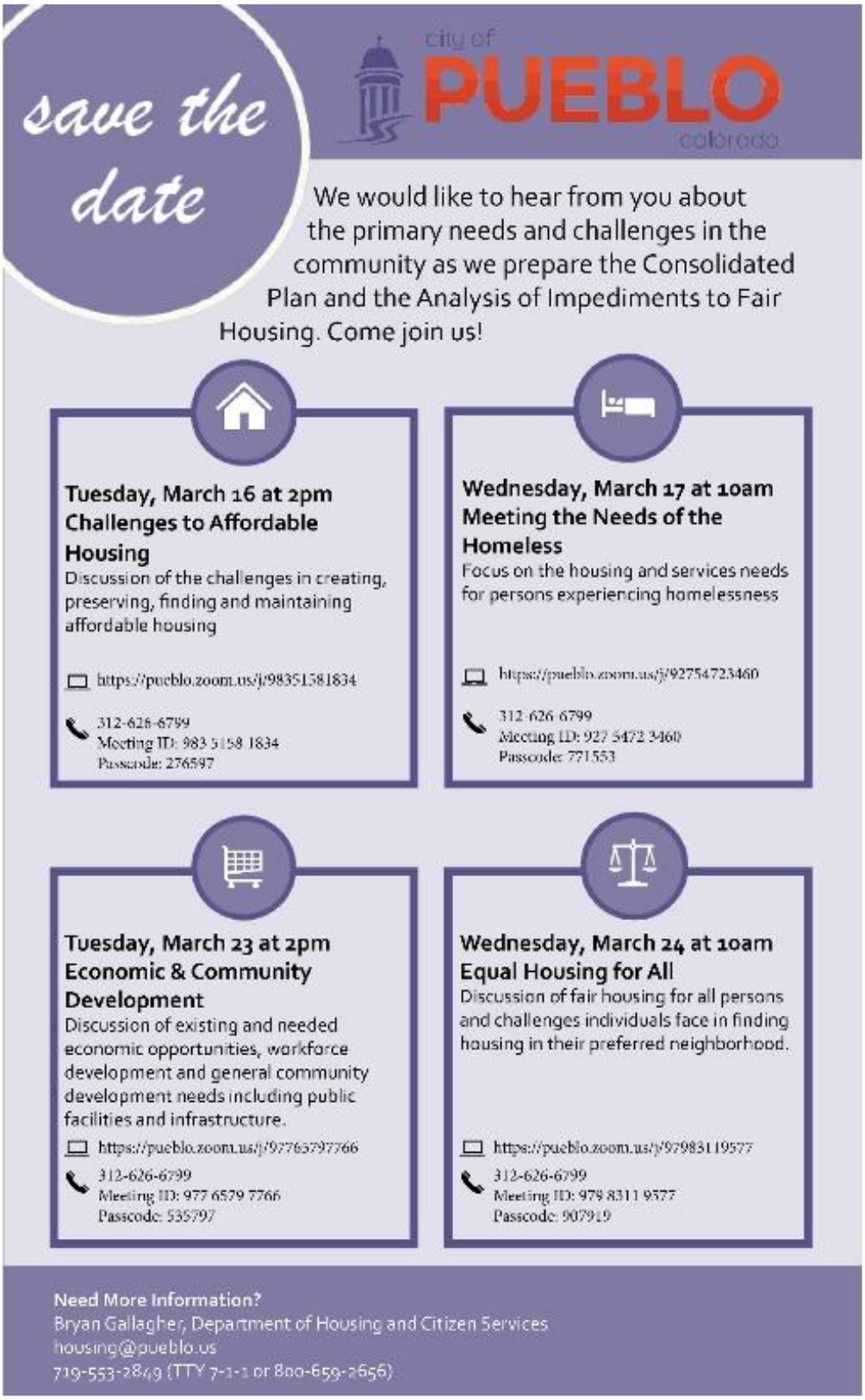
- In your search for housing?
- In your efforts to stay in your housing?
- What did you do?

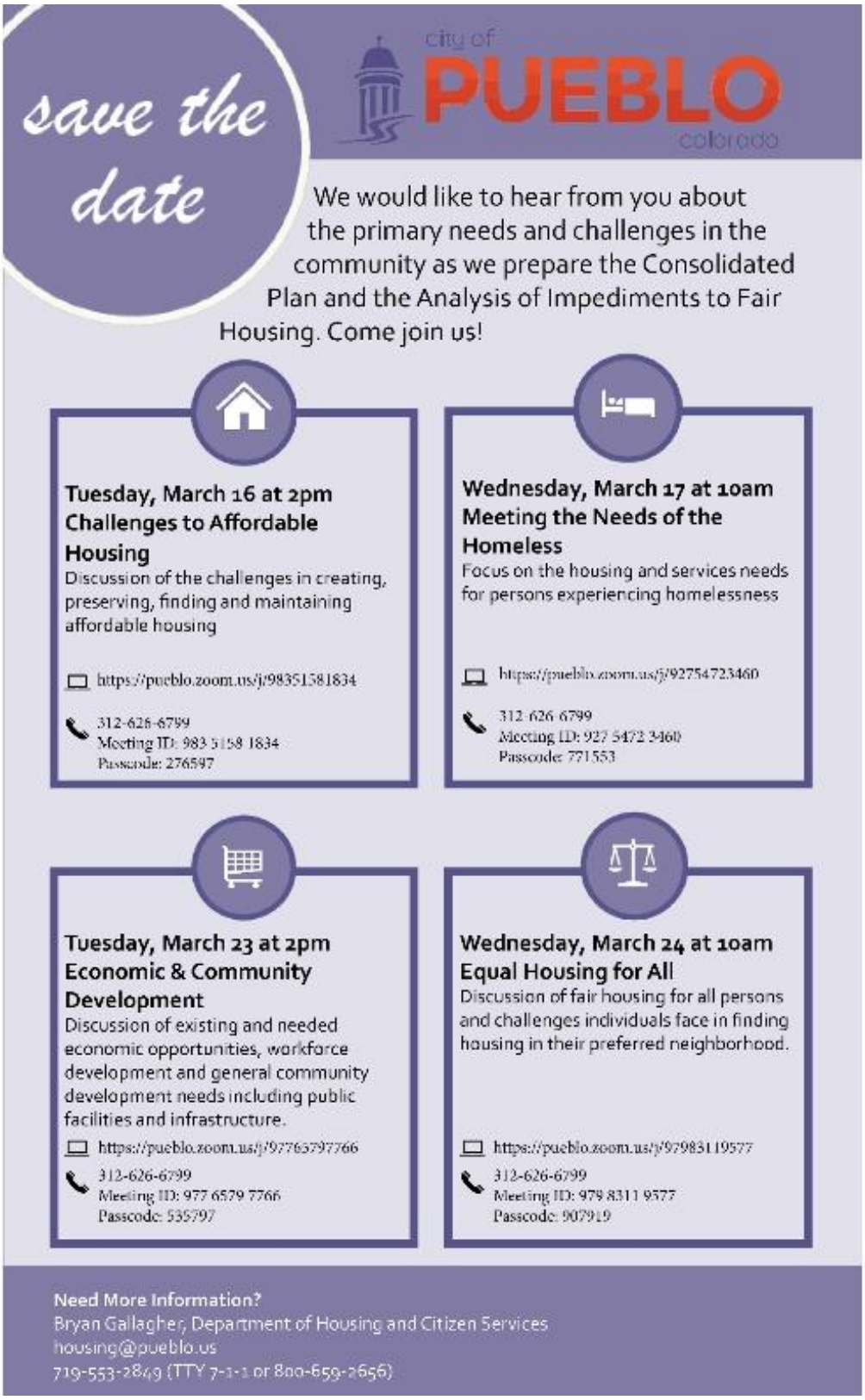
NEXT STEPS

- **Complete our survey:** https://www.surveymonkey.com/r/MCNNTPK
  - Completa nuestra encuesta https://www.surveymonkey.com/r/MFN9CQR
- **April-June:** Draft the Consolidated Plan, 2020 Annual Action Plan, 2021 Annual Action Plan and AI
- **June**: Begin 30-Day Public Display/Comment Period
- **June: Second** Public Hearing
- **July:** City Council Presentation and Adoption
- **August 15, 2021**: Submission of Plans to HUD
- **October 1, 2021**: Program Year Begins



Bryan Gallagher
Department of Housing and Citizen Services Director
719-553-2849
bgallagher@pueblo.us


save the date
city of
PUEBLO
colorado
We would like to hear from you about the primary needs and challenges in the community as we prepare the Consolidated Plan and the Analysis of Impediments to Fair Housing. Come join us!
Tuesday, March 16 at 2pm
Challenges to Affordable Housing
Discussion of the challenges in creating, preserving, finding and maintaining affordable housing
https://pueblo.zoom.us/j/98351581834
312-626-6799
Meeting ID: 983 5158 1834
Passcode: 276597
Wednesday, March 17 at 10am
Meeting the Needs of the Homeless
Focus on the housing and services needs for persons experiencing homelessness
https://pueblo.zoom.us/j/92754723460
312-626-6799
Meeting ID: 927 5472 3460
Passcode: 771553
Tuesday, March 23 at 2pm
Economic & Community Development
Discussion of existing and needed economic opportunities, workforce development and general community development needs including public facilities and infrastructure.
https://pueblo.zoom.us/j/97765797766
312-626-6799
Meeting ID: 977 6579 7766
Passcode: 535797
Wednesday, March 24 at 10am
Equal Housing for All
Discussion of fair housing for all persons and challenges individuals face in finding housing in their preferred neighborhood.
https://pueblo.zoom.us/j/97983119577
312-626-6799
Meeting ID: 979 8311 9577
Passcode: 907919
Need More Information?
Bryan Gallagher, Department of Housing and Citizen Services
housing@pueblo.us
719-553-2849 (TTY 7-1-1 or 800-659-2656)


save the date
city of
PUEBLO
colorado
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Bryan Gallagher, Department of Housing and Citizen Services
housing@pueblo.us
719-553-2849 (TTY 7-1-1 or 800-659-2656)

MULLIN & LONERGAN ASSOCIATES

Summary of Community Needs Identified during the City of Pueblo's Stakeholder and Public Meetings

March 16-17th and March 23-25th, 2021

The City of Pueblo conducted one public meeting and four stakeholder meetings, all of which were virtual and open to the public. In addition, a stakeholder interview was arranged with the Continuum of Care. The following pages provide a summary of the community needs identified during each of these meetings.

Challenges to Affordable Housing

Tuesday, March 16, 2021
2 PM MST/ 4 PM EST

Challenges faced by Low- and Moderate-Income Renters

- There is an existing and increasing lack of affordable housing stock, meaning quality housing that is covered by vouchers. In addition, rents have increased beyond what vouchers can cover.
- Those with the lowest incomes and/or a history of mental illness/contact with the criminal justice system have difficulty finding a suitable rental unit because they are competing with households without similar backgrounds.
- Due to COVID, accessing resources has become more time consuming and difficult; processes are longer because nothing is done face-to-face or appointments are hard to get, and documentation is sent back and forth by mail.
- Stakeholders reported that application fees for each unit, in addition to common move-in costs such as first and last month's rent, and a security deposit, are barriers to both applying for and obtaining housing. Now with COVID, many people have lost jobs in the service industry, making move-in costs even more prohibitive.
- Poor credit history is often a barrier to housing and causes application denials. Stakeholders suggested financial literacy and credit counseling, perhaps with a certificate of completion to supplement negative credit history. Habitat of Pueblo currently offers quarterly financial literacy classes, and NeighborWorks of Southern Colorado offers budgeting/financial fitness counseling.
- There is also a need for accessible housing for persons with disabilities. Many of the improvements needed – wider doorways, lower countertops, roll-in showers – are costly. The Center for Self-Reliance reported more than 100 disabled persons in their program unable to find accessible, affordable housing or emergency housing.

The Need for Smaller Units and Multifamily

- The greatest need for units is split between studio apartments and one-bedroom units and multi-family.
- Stakeholders stated in addition to the rising costs of building materials, the City's infrastructure requirements are extremely prohibitive.
- Indie Dwell, a nonprofit housing provider that converts shipping container into housing units, was proposed as a possibility to increase housing stock and make use of undevelopable lots. The Planning Department is working with them, but they currently do not meet the required number of design standards.
- Another program proposed by stakeholders was CHFA First Look, which provides the City with the opportunity to sell foreclosed properties to local nonprofit rather than conveying them back to HUD. This type of program helps nonprofits such as Habitat for Humanity build capacity.

Subsidized Housing

- While lawful source of income is a protected class by law, landlords are able to find ways around accepting vouchers. There is a need for education and outreach regarding fair housing.
- Stakeholders reported that there is a years-long waiting list for public housing. This is particularly an issue for elderly and disabled residents, who may pass away before finding placement.

Transportation

- There is a need for greater coordination among the City transit system and the regional systems to decrease time spent commuting. Given the current transit routes and connectivity between job centers and areas with affordable housing, it is costly for families with children because the parents/guardians need to pay for childcare not only for the time spent while at work but also during the time spent commuting, which could be a substantial length of time.

Homelessness and Homelessness Prevention

- Adding factors together – age, mental health, criminal background – it becomes harder and harder to find housing, in a situation where there is very little potential housing to begin with.
- Stakeholders are finding that people are lingering in homelessness because it is very difficult to find a transitional bed, particularly among the elderly.

Meeting the Needs of the Homeless

Wednesday, March 17, 2021
10 AM MST/ 12 PM EST

Permanent Supportive Housing, Transitional and Emergency Housing

- Stakeholders reiterated that increasing rents, particularly since COVID, are forcing people out of units and into homelessness.
- The City of Pueblo is not using the rapid re-housing method, though the VA does have rapid re-housing for Veterans. In terms of types of housing available:
  - Rescue Mission is a 100-person capacity homeless shelter for single men and women only;
  - The Right Place offers 35-units of permanent supportive housing;
  - Posada is an 11-unit family shelter, and the City assisted 22 families with TBRA to Posada.
  - YWCA have approximately 5-units dedicated to domestic violence victims;
  - Occasionally hotel vouchers, and 1500 HCV.
- The Rescue Mission is always at capacity, so in inclement weather there is a lack of emergency shelter. Staff stated that there are 2-3 people undergoing cancer treatment and in wheelchairs, and they have a high population of older people and medical issues.
- Also due to COVID, the capacity of temporary warming shelters has been reduced.
- There is a need for additional family shelter units. Families can stay for up to 2 months to allow them time to identify next steps and work through barriers, but due to COVID, families are staying longer if they are close to moving into permanent housing. Posada's Director stated that they consistently must turn away families.
- There is a need for both emergency housing and supportive services persons with challenges and health care needs following discharge from institutions; people are being discharged from hospitals, jail, or detox into homelessness, with needs that are difficult for shelters to address.

Social and Supportive Services

- A suggestion of a program that would be interesting to implement in Pueblo was the Rocky Mountain Service Employment Redevelopment (SER); they are applying for ESG funding to place community partners in schools to provide wrap-around services, including substance abuse providers, showers in schools, housing outside.
- There is a need for both emergency housing and supportive services persons with challenges and health care needs following discharge from institutions; people are being discharged from hospitals, jail, or detox into homelessness, with needs that are difficult for shelters to address.

Zoning and Infrastructure

- Stakeholders also cited the need for public infrastructure, including public water fountains and restrooms, to increase homeless access to clean water and hygiene.
- The City's 'no camping' zoning ordinance does not permit tiny homes as a means of increasing affordable housing units available, due to the issue of temporary vs. permanent structure.
- Local churches predate the zoning code and are zoned residential. Shelters are not permitted in residential areas, preventing faith-based organizations from offering overnight shelter for the homeless.

Education and Outreach

- There is a significant need for education and outreach among landlords to ensure that they are providing each applicant with a list of things that will lead to denial. A better understanding of conditions leading to denial could assist with the application fee barrier in finding affordable housing.

Economic & Community Development

Tuesday, March 23, 2021
2 PM MST/ 4 PM EST

Employment and Job-Readiness Training

- Stakeholders reported that Pueblo has a highly-educated, imported workforce; recruiting and retaining a proficient, professional-grade workforce (i.e., doctors, nurses, etc.) is a challenge due to lack of housing and available amenities, including quality, accessible childcare.

Neighborhood and Infrastructure Improvements/Amenities

- Increasing transit access, extending service routes and/or hours, was identified as a need. The current bus hours do not include evening/night, creating work schedule difficulties for employees reliant on public transit.
- Stakeholders identified Pueblo as a food desert, in need of additional grocery stores.
- Access to amenities, including recreation facilities and parks, could be improved by increasing the walkability of the area through additional sidewalks.
- Stakeholders commented that people are afraid to allow their children to play outside due to the presence of needles and suggested a neighborhood cleanup initiative.
- Broadband infrastructure was cited as an ongoing need throughout the community, particularly in Pueblo West;

Youth Job-Preparedness

- Youth needs include recreation activities, afterschool programs, and future workforce preparation/training and education.
- Programs such as the Boys and Girls Club's Workforce Development Program and Pueblo Community College's Mobile Training Lab address gaps in the City's workforce.

Childcare

- Stakeholders spoke about the need for affordable childcare of all ages, but particularly the 0-5 range.

Equal Housing for All

Wednesday, March 24, 2021
10 AM MST/ 12 PM EST

Challenges faced by Low- and Moderate-Income Renters and Homeowners

- Stakeholders stated that most landlords understand fair housing laws, while many tenants – particularly the most vulnerable – do not know their rights. Tenant education and free clinics would assist with understanding tenant-rights, accessing the legal system, and solving landlord disputes.
- Barriers to finding rental units include soft credit issues (such as not paying utilities), stigma associated with mental health or disability, criminal background, and the fee associated with each application.
- While there is a new law to prevent discrimination based on source of income, stakeholders reported that it seems as though landlords overlook or discriminate against applicants with vouchers.
- Gentrification is occurring all over Pueblo; competition for housing, combined with cash-buyers, make housing even more unaffordable to lower-incomes.

Homelessness and Homelessness Prevention

- Medical respite beds for persons being discharged from hospitals was cited as a high-priority need. There are currently 5 respite beds in Pueblo.
- Due to the barriers of finding rental units listed above, many are discouraged and believe they will not be accepted, so they do not apply. This contributes to extended homelessness.

CoC Resource Identification Committee

Tuesday, March 23, 2021
10 AM MST/ 12 PM EST

Challenges to Affordable Housing

- While the most vulnerable, lowest-income households are experiencing difficulty finding homes in the community and there is a need for medical respite beds, more affordable housing is urgently needed overall. Stakeholders commented to everyone except the extremely wealthy are struggling to find housing, placing an undue burden on those at the lowest levels.
- HUD vouchers do not meet the full cost of renting. Housing that meets HUD's affordability limit and the limits of the vouchers is particularly needed. This is also an issue for rapid rehousing and homeless prevention programs that do not allow the use of funds for units above FMR.
- Zoning requirements impact the development of affordable housing greatly. Updating them with affordability in mind will greatly aid those working in affordable housing. Things that would help:
    - Improve coordination of departments.
    - Improve the process and flow so it is less disjointed.
    - Uniformity is appreciated—but keep developer costs in mind as set standards, e.g., "points" for appearance, etc.
    - Fund the Public Administrator position to assist with probate cases and other functions of the position.
- Create opportunities for developers and others that work in the areas of:
    - Elderly Care—including "aging in place."
    - Respite care—transitional facilities for those with health challenges
- Ensure there is readily available information on how individuals can access the programs that will help them.

Equal Housing for All

- NIMBY attitudes in the community, such as the belief that the homeless population have come from elsewhere to access better services in Pueblo, need to be addressed by reinforcing the positive impacts of affordable housing and shelters.
- Rental application fees are a barrier to both applying for and obtaining housing. Reducing redundancies, such as instituting a single fee for to apply for more than one unit, and lowering excessive fees were to ways to make the process less cost-prohibitive.
- Stakeholders stressed the need to educate landlords on the benefits of affordable programs like vouchers, as well as how certain requirements are prohibitive to lower-income individuals (Example: Tenants must have 3x in income to rent).

Meeting the Needs of the Homeless

- There needs to be more of a safety net process for individuals with health challenges as they are discharged from area hospitals. It is often impossible to find adequate shelter for those that require care.
- Provider capacity is a big issue as well; more caregivers are needed onsite at shelters, as well as an additional 25-40 beds in emergency warming shelters during the winter.
- Area healthcare providers and others need information on transitional services to provide to clients or to advocate for them. For instance, there is 30-day bridge funding for transitional services and those requiring detox through ACF. However, there is also a waitlist for this assistance and so, the sooner people can begin the process, the better.
- Rocky Mountain Service Employment Redevelopment (RMSER) is in discussions with the City zoning and planning departments to transition two facilities/properties (2300 E 10th St, 2717 W St) into community empowerment centers, offering showers, laundry, food, Wi-Fi, bathrooms, job skills and education, and transitional housing.
- Stakeholders also added that skill development is needed to empower the homeless to improve their situations, as well as targeting entire families (versus focusing on children's services only).
- The Community has recently enrolled in the Built for Zero initiative and is beginning to use by-names lists; this will enable providers to capture the interaction in institutional settings and supply data to apply for additional funding.

Economic and Community Development

- Pueblo would be more attractive to developers with the following changes:
  - Zoning to reduce costs and complexity.
  - More mixed-use spaces.
  - Reduce the complexity on items such as rehabs.
  - More access to capital.
- There is a need for improvement to the City transit system in the form of greater coordination, expanded routes and hours, and increasing connectivity to job centers and amenities. Stakeholders advised that improving the transit system will make the community more attractive to developers and improve the work force.

Public Meeting

Thursday, March 25, 2021
1 PM MST/ 3 PM EST

Challenges to Affordable Housing

- Developers become stuck in a cycle where they have gotten approvals from planning and zoning, then hit roadblocks with regional building that require additional costs. Zoning requirements need to be updated with affordable housing in mind, as well as improving coordination between departments (regional building, planning, zoning).
    - The zoning code was drafted in 1968. It's been edited over time, but it still only provides for residential and commercial. This creates an issue of where multifamily housing falls; it tends to be considered as commercial, with appearance requirements of commercial facilities that do not really apply to multifamily.
    - Even if multifamily housing is considered as residential, a qualifying property must have 10 out of 15 elements to qualify. This can be difficult and costly, particularly if you are trying to build affordable housing.
- Lack of a public administrator position has created a bottleneck in the court system, preventing homes from getting through probate. Fund the Public Administrator position to assist with probate cases and other functions would address this issue.
- The City of Pueblo has a landbank, but it does not have the power to clear title; quieting title is a process that can take 6-18 months.

Meeting the Needs of the Homeless

- Medical respite – the need for facility-based respite, as well as shelter beds, wound care, medical beds, and med management (types of care that homeless care workers are not equipped for) - are a high-priority need.
- Higher quality data produced from the recent enrollment in the Built for Zero initiative will be used as a tool to convince hospitals to build affordable housing.

CITY HOUSING & CITIZEN SRVLGL
2631 E 4TH ST
PUEBLO, CO 810016200

PROOF OF PUBLICATION AFFIDAVIT

THE PUEBLO CHIEFTAIN

STATE OF COLORADO

County of Pueblo

I, Amy Kolcott, do solemnly swear that I am an employee of THE PUEBLO CHIEFTAIN; that the same is a daily newspaper printed in the County of Pueblo, State of Colorado, and has a general circulation therein, that said newspaper has been published continuously and uninterruptedly in said County of Pueblo for a period of more than six months next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States Mail as a second class matter under the provisions of the act of March 3rd, 1879, or any supplement thereto; that the copy of the publication of which is attached was published on the following dates:

PUBLISHED: May 02, 2021

In witness whereof, I have hereunto set my hand this 2nd day of: May, 2021

Amy Kolcott

Legal Clerk

Subscribed and sworn to before me, a Notary Public in and for the County of Brown, State of Wisconsin

Nicky Felty

Notary Public

9/9/21

My commission expires

Order Number: 0000203908

NICKY FELTY
Notary Public
State of Wisconsin

Account Number: 61017



DRAFT FOR REVIEW AND COMMENTS

NOTICE OF AVAILABILITY

DRAFT FOR REVIEW AND COMMENTS

NOTICE OF AVAILABILITY

City of Pueblo, CO and Pueblo Consortium

Community Development Block Grant Program and HOME

Consolidated Plan 2020-2024, FY 2020 Annual Plan, CARES Act Fund

In accordance with the federal regulations at 24 CFR, Part 91, the City of Pueblo has prepared a 2020-2024 Consolidated Plan, the Action Plan (AAP) for FY 2020. These documents are a requirement for direct assistance under certain HUD funding programs including the Community Development Block Grant Program (CDBG) and HOME Partnership Program.

The Consolidated Plan provides the goals and objectives that the City hopes to accomplish using the CDBG and HOME funds over the next five years. The 2020 AAP specifies available resources to meet the five-year goals. The financial resources the City projects an entitlement grant of $1,471,859 of CDBG funds and $[illegible] in HOME funds during the program year which will run March 1, 2020 through February 28, 2021.

Additionally, the City of Pueblo, CO will incorporate into its 2020 AAP supplemental funding available through the Community Development Block Grant (CDBG) program from the U.S. Department of Housing and Urban Development (HUD), which HUD administers through the Office of Community Planning and Development. The City will receive $1,364,496 in CDBG-CV in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding ($867,846 in CDBG-CV1 and $497,650 in CDBG-CV3). On March 27, 2020, the CARES Act was signed to respond to the growing effects of this historic health crisis. The primary purpose of this funding is to prevent, prepare for, and respond to the coronavirus pandemic.

To solicit citizen comments on the Five-Year Consolidated Plan and the 2020 AAP, CARES Act funding, a public hearing on the draft Five Year Plan, the AAP for 2020, and the proposed spending for CARES Act Funding is scheduled to be held on June 7, 2021 at 3:00 p.m. in the Community Room at 2631 E. 4th Street, Pueblo, Colorado 81001.

Due to the current restrictions of the Centers for Disease Control and the continuation of COVID-19 pandemic limiting gatherings of ten (10) or more at public hearings, an additional public hearing will be held on Zoom virtually to solicit citizen comments on the Five-Year Consolidated Housing, the 2020 AAP, and the CARES Act funding. The meeting is scheduled to be held on [illegible] at 3:00 p.m. The meeting can be accessed by computer or smart device via https://[illegible] or by moving [illegible] and Third Republic 10656 or by phone by calling

[illegible]

The City will accept comments from the public via email at [illegible] as part of this public meeting. To find time participation by persons who speak [illegible] to make arrangements and [illegible] in person to the hearing.

Copies of the Five Year Plan, FY 2020 AAP, and the CARES Act funding (as part of the 2020 AAP) are available for public inspection and review from May 3, 2021 to June 3, 2021 on the City of Pueblo's website: www.pueblo.us/2631/Documents-Forms. The Plan will be provided in alternate formats for persons with special needs and limited English proficiency.

The City intends to submit the 2020-2024 Consolidated Plan, 2020 AAP, CARES Act funded projects (as part of the 2020 AAP), amended Citizen Participation Plan to the U.S. Department of Housing and Urban Development (HUD) on or before July 2, 2021. It is expected that the City Council will approve the annual plan on June 28, 2021. Interested persons are encouraged to express their views on the Consolidated Plan, 2020 AAP, and the CARES Act projects (identified in the 2020 AAP) via email by sending comments to Bryan Gallegos at [illegible] or in writing to Housing and Citizen Services, 2631 E. 4th Street, Pueblo, CO 81001. All comments received by June 14, 2021, will be considered.

PA-[illegible]

DRAFT FOR REVIEW AND COMMENTS

NOTICE OF AVAILABILITY
City of Pueblo, CO and Pueblo Consortium
Community Development Block Grant Program and HOME
Consolidated Plan 2020-2024, FY 2020 Annual Plan, CARES Act Funds

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Dial by location:

+1 346 248 7799 US (Houston)	+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)	+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)	+1 301 715 8592 US (Washington DC)

The City will accept comments from the public via email at housing@pueblo.us as part of this public meeting. To facilitate participation by persons with special needs, please contact housing@pueblo.us to make arrangements at least 3 business days prior to the hearing.

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Summary of Comments Received during 30-day Display of 2020-2024 Consolidated Plan, 2020 Annual Action Plan and CDBG-CV Funds.

No comments received.

City of Pueblo 2020-2024 Consolidated Plan 2020 Annual Action Plan CDBG-CV COVID Funds	Public Hearing June 7, 2021 at 3:00pm	Sign-In Sheet
Name	Signature	Email / Phone Contact
Bean Gallagher		bgallagher@pueblo.us



CITY OF PUEBLO & PUEBLO CONSORTIUM

Public Meetings for:
2020-2024 Consolidated Plan
2020 and 2021 Annual Action Plan
And CDBG-CV

MULLIN & LONERGAN ASSOCIATES

WHAT IS A FIVE-YEAR CONSOLIDATED PLAN?

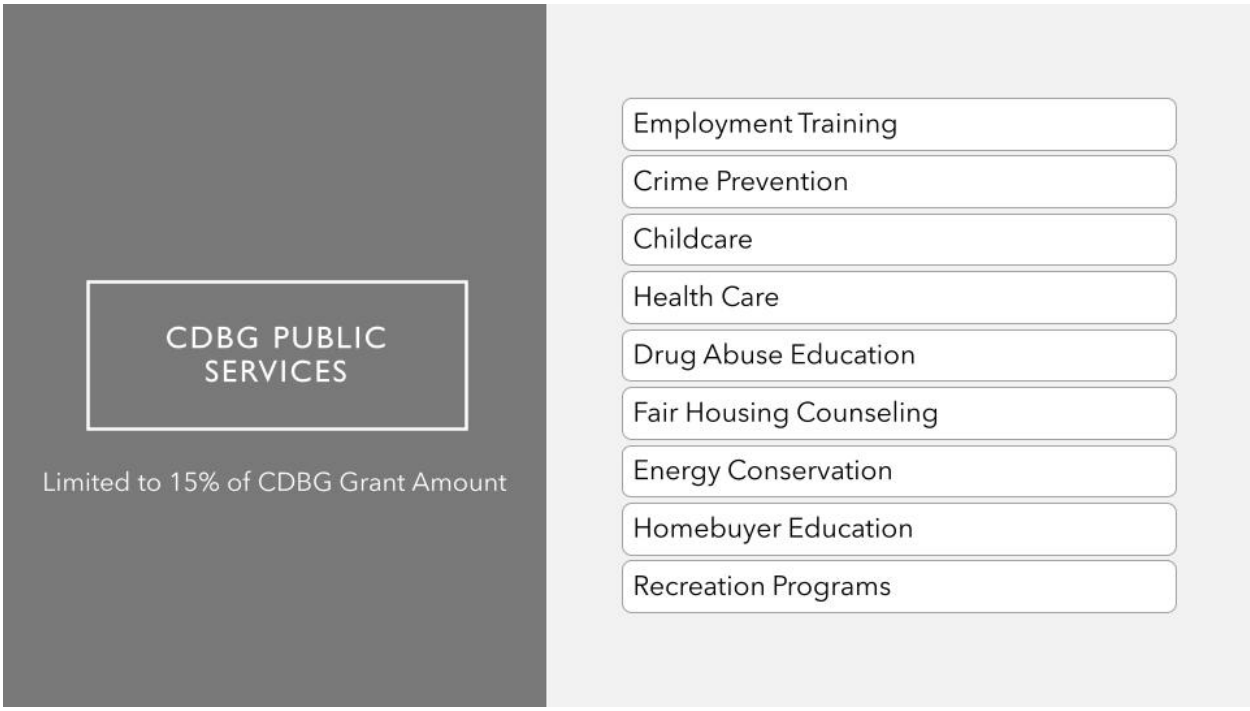
Required for all HUD Funding

Covers the Period: October 1, 2020 thru September 30, 2024

Components:

- Stakeholder Consultation and Citizen Participation
- Housing Needs Assessment
- Housing Market Analysis
- Strategic Plan – Local Priorities
- Annual Action Plan – Proposed Activities for Program Years 2020 and 2021: (October 1, 2021 - September 30, 2021 and October 1, 2021 - September 30, 2022)


BASIC CDBG ELIGIBLE ACTIVITIES
Housing Rehabilitation
Homeownership Assistance
Public Facilities and Improvements
Blight Removal Demolition/Site Preparation
Code Enforcement
Economic Development
Acquisition / Disposition of Real Property
Public Services


CDBG PUBLIC SERVICES
Limited to 15% of CDBG Grant Amount
Employment Training
Crime Prevention
Childcare
Health Care
Drug Abuse Education
Fair Housing Counseling
Energy Conservation
Homebuyer Education
Recreation Programs

MEETING NATIONAL OBJECTIVES

Each activity must meet one of the THREE NATIONAL OBJECTIVES:



Benefit Low- and Moderate-Income Persons

(at least 70% of grant amount)



Prevent or Eliminate Blight

(not more than 30% of grant amount)



Urgent Needs

when health and welfare are threatened

DEFINITION OF LOW- AND MODERATE-INCOME IN PUEBLO, CO MSA IN 2020

Household Size	Maximum Income (80% HAMFI for Pueblo, CO MSA)
1 person	$39,800
2 person	$45,450
3 person	$51,150
4 person	$56,800
5 person	$61,350
6 person	$65,900
7 person	$70,450
8 person	$75,000

HOME



Housing Rehabilitation



Homeownership Assistance



New Construction of Affordable Housing



Tenant Based Rental Assistance

2020 // 2021* allocations:

- CDBG $1,473,959 // $1,482,287
- HOME $839,604 // $852,826



*2021 funds will be allocated in a separate 2021 Annual Action Plan

PROJECTS FUNDED IN PROGRAM YEAR 2020
CITY OF PUEBLO AND PUEBLO CONSORTIUM

PUBLIC SERVICES (INCLUDING HOMELESSNESS)

$160,893 homeless

$46,372 non-homeless

- Homeless Prevention
- Homeless Supportive Services
- Homeless Youth Outreach Project
- Home Stability Program
- Homeless Shelter
- SRDA Transportation
- Muni Court Boot Camp

PUBLIC FACILITIES AND INFRASTRUCTURE

$1,156,455

- Citywide ADA Ramps
- Eliers Sidewalks
- Mitchell Park Shelter
- Sidewalk ADA Curb Ramps
- Sidewalk/ADA Curb ramps 400 Block of South Prairie
- West 18th Street Expansion
- Sidewalk/ADA Curb Ramp East 11th St and Juan Madrid

HOUSING REHAB AND NEW CONSTRUCTION

$900,799

- Emergency Housing Rehab for Seniors
- Owner Occupied Rehab
- Minor Repairs Program
- New Unit Construction
- Tenant-based Rental Assistance (older funds)

PROJECTS FUNDED WITH CDBG-CV FUNDS
CITY OF PUEBLO

COVID-19 RELATED PROJECTS

$1,364,499

- COVID-19 Testing and Vaccination Sites
- Eastside Community Health Center
- Mortgage, Rent and Utility Assistance
- Non-profit Support
- Non-congregate Shelter



PUBLIC COMMENT

NEXT STEPS

- **April-June:** Draft the Consolidated Plan, 2020 Annual Action Plan, 2021 Annual Action Plan and AI
- **June**: Begin 30-Day Public Display/Comment Period
- **June 7:** Second Public Hearing
- **June 14 and 21:** City Council Presentation and Adoption
- **By June 30, 2021**: Submission of Plans to HUD



Bryan Gallagher
Department of Housing and Citizen Services
Director
719-553-2849
bgallagher@pueblo.us

Summary of Comments Received
Public Hearing 2 for 2020-2024 Consolidated Plan and 2020 Annual Action Plan

No Comments received as there were no attendees.



2 Months of Free High-Speed Internet from Comcast

Internet Essentials from Comcast brings you affordable, high-speed home Internet. **You may be eligible for 2 months of free Internet Essentials service.** Available for new Internet Essentials customers only. **Apply by December 31, 2020.**

You may qualify if you:

1. Are eligible for public assistance programs like the National School Lunch Program, housing assistance, Medicaid, SNAP, SSI, and others.
2. Live in an area where Comcast Internet Service is available.
3. Have not subscribed to Comcast Internet within the last 90 days.
4. Have no outstanding debt to Comcast that is less than one year old.*

*Households with outstanding debt may still be eligible if approved by 12/31/20.

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(1-855-846-8376)

internet essentials
FROM COMCAST

Offer ends December 31, 2020. Restrictions apply. Limited to Internet Essentials ("IE") service from Comcast for new residential customers meeting certain eligibility criteria. Offer limited to 2 months of complimentary Internet Essentials service. Taxes, home drop-off, and professional install extra. After promotion, regular rates apply. Comcast's current rate is $9.95/mo. (subject to change). Advertised price applies to a single outlet. Actual speeds may vary and are not guaranteed. For factors affecting speed visit www.xfinity.com/networkmanagement. If a customer is determined to be no longer eligible for the IE program, regular rates will apply to the selected Internet service. Subject to Internet Essentials program terms and conditions. May not be combined with other offers. Call 1-855-846-8376 for restrictions and complete details or visit InternetEssentials.com. © 2020 Comcast. All rights reserved. FLY-ILL-BIL-2MO-0320



2 meses gratis de Internet de alta velocidad de Comcast

Internet Essentials de Comcast te ofrece un Internet de alta velocidad económico, para tu hogar. **Podrías ser elegible para 2 meses de servicio gratis de Internet Essentials.** Disponible solo para clientes nuevos de Internet Essentials. **Solicítalo antes del 31 de diciembre de 2020.**

Podrías calificar si:

1. Eres elegible para programas de asistencia pública como el Programa Nacional de Almuerzos escolares (NSLP), asistencia para viviendas públicas, Medicaid, cupones para alimentos (SNAP), SSI, y otros.
2. Vives en un área donde el servicio de Internet de Comcast está disponible.
3. No has estado suscrito al servicio de Internet de Comcast en los últimos 90 días.
4. No tienes ninguna deuda pendiente con Comcast de menos de un año de antigüedad.*

*Los hogares con deudas pendientes aún podrían ser elegibles si son aprobados antes de 31/12/20.

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después del
periodo promocional

Sin contrato a plazo fijo
Sin revisión de crédito
Paquete de Autoinstalación gratis
Hasta 25/3 Mbps

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es.InternetEssentials.com
1-855-SOLO-995
(1-855-765-6995)

internet essentials
FROM COMCAST

La oferta termina el 31 de diciembre de 2020. Se aplican restricciones. Limitado al servicio de Internet Essentials ("IE") de Comcast para nuevos clientes residenciales que cumplan con ciertos requisitos de elegibilidad. Oferta limitada a 2 meses de servicio de Internet Essentials gratuito. Impuestos, entrega en casa e instalación profesional son adicionales. Después de la promoción, se aplican las tarifas regulares. La tarifa actual de Comcast es $9.95 al mes (sujeta a cambios). El precio anunciado se aplica a una sola conexión. Las velocidades reales pueden variar y no están garantizadas. Para factores que afectan a la velocidad, visite es.xfinity.com/networkmanagement. Si se determina que un cliente ya no es elegible para el programa de IE, se aplicarán las tarifas regulares al servicio de Internet seleccionado. Sujeto a los términos y condiciones del programa de Internet Essentials. No se puede combinar con otras ofertas. Llame al 1-855-765-6995 para obtener las restricciones y detalles completos o visite es.InternetEssentials.com.
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City of Pueblo, CO

2020-2024 Consolidated Plan and 2020 and 2021 Annual Actin Plans

SUMMARY OF ONLINE RESIDENT SURVEY

An online resident survey was conducted as part of the community outreach for the Analysis of Impediments to Fair Housing Choice (AI) and the 2020-2024 Consolidated Plan (CP). The survey was made available February 27, 2021 to April 14, 2021.

The survey was made available in English and Spanish. There were 32 responses received, in English only, though only 25 respondents completed the survey. Participants were asked to rate, on a scale of one to three (with one being Low Priority and 34 being High Priority), several questions related to housing and community development activities.

The top housing activities rated as highest importance were **Rental Assistance** and **Housing for Persons with Disabilities** with weighted average scores of 2.76 and 2.72, respectively.

Top economic development activities were identified as **Job Creation/Retention** (2.76) and **Workforce Development Programs** (2.64).

All respondents rated as a High Priority **Emergency Shelters/Homeless Services/Mental Health Services**. Nearly all respondents rated **Youth Transitioning out of Foster Care** as a High Priority. In general, activities in the special needs and services category were rated as High Priority with few responses reporting Low Priority.

The top rated neighborhood/commercial district revitalization activity was **Sidewalk Improvements**, with a weighted average score of 2.68. Street/Alley Improvements and Demolition of Blighted Structures ranked second and third, respectively.

Among the options for public infrastructure projects, **Transportation** (2.92), **Road Reconstruction** (2.72) and **Sidewalk Reconstruction** (2.68) were the top three identified priorities.

Mental Health Facilities were identified by all respondents as a high priority (score of 3). **Employment Centers** were ranked second most important with a weighted average score of 2.72.

Demographic Information

Demographic questions were optional. Twenty-four (24) respondents answered.

Of the 24 respondents, 29.17% report an annual income of $60,000 or higher. Sixty-two (62.50%) are Non-Hispanic/Latino and 88% reported their race as Caucasian/White. The majority (56%) do not have a household that includes a person with a disability.

Seventy-five (75%) of respondents identified as female and 52% age 25-44.

ORDINANCE NO. 8950

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S FIVE-YEAR 2020-2024 CONSOLIDATED PLAN AND THE 2020 ANNUAL ACTION PLAN, WHICH ESTABLISH THE NEEDS AND PRIORITIES OF THE CITY AND PROVIDE STRATEGIES TO MEET THOSE NEEDS, AS REQUIRED BY THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT; AND AUTHORIZING THE MAYOR TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Pueblo is a designated entitlement city under the Housing and Community Development Act of 1974; and

WHEREAS, entitlement cities are required to complete a Five-Year Consolidated Plan for consideration of funding approval; and

WHEREAS, the City's Department of Housing and Citizen Services has completed the required plan, outlining the needs and priorities of the City, and the strategies to be undertaken to help address the expressed needs; and

WHEREAS, a copy of the 2020-2024 Five-Year Consolidated Plan, which contains the 2020 Annual Action Plan, was made available to the general public for a 30-day public comment period. All public comments having been incorporated into the Plan; NOW, THEREFORE,

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

SECTION 1.

The City of Pueblo's Five-Year 2020-2024 Consolidated Plan and 2020 Annual Action Plan, copies of which have been previously distributed to members of City Council, and the original having been on file in the City Clerk's Office for public comment, are hereby approved, adopted, and incorporated herein.

SECTION 2.

The City Council hereby finds and determines that the City of Pueblo's 2020 Annual Action Plan listing projects and programs for funding from CDBG and HOME federal funds has been developed so as to give maximum feasible priority to activities which will benefit low- to moderate-income families and/or aid in the prevention or elimination of slums and blight, as required by the U.S. Department of Housing and Urban Development.

SECTION 3.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the Application (SF-424 and SF424D), the Five-Year 2020-2024 Consolidated Plan, and 2020 Annual Action Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development for $1,473,674 in new Community Development Block Grant funds, $839,604 in new HOME funds, and $1,364,499 in new Community Development Block Grant CARES Act funds.

SECTION 4.

Community Development Block Grant funds in the amount of $1,792,425, which includes $309,795.90 in prior year funding from 2016 and $8,955.10 in prior year funding from 2017, and HOME funds in the amount of $947,524.89, which includes $33,102.89 in recaptured funds from the homebuyer program and 575,000 in matching funds previously budgeted and appropriated within the 2020 City of Pueblo Annual Budget, and $1,364,499 in Community Development Block Grant CARES Act funds are hereby budgeted and appropriated for the projects and in the amounts set forth in the 2020 Annual Action Plan, a copy of the recommended projects for said plan herein included as Attachment 1.

SECTION 5.

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

SECTION 6

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 7.

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

Remainder of page intentionally left blank

Signature Page to Follow

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 24, 2021.

Final adoption of Ordinance by City Council on June 14, 2021.

President of City Council

Action by the Mayor:

☒ Approved on June 15, 2021.

☐ 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

CDBG-CV Funds (allocated in 2020 AAP)

Uncle Ben's, reveals new name for rice brand

t from the Black Lives
ers protests over the
e killing of George
d and other African
icans.
aker Oats announced
ne that it would drop
Jemima from syrup
pancake packages,
onding to criticism
he character's origins
based the "mammy,"
ck woman content to
e her white masters.
ker said packages
out the Aunt Jemima
e will start to appear
ores by the end of the
, although the com-
has not revealed the
logo.
owner of Eskimo Pie
lso said it will change
ame and marketing
nearly century-old
olate-covered ice
m bar. Beyond food
ds, the Washington
franchise dropped
Redskins" name and
an head logo amid
sure from sponsors
uding FedEx, Nike,
Pepsi and Bank of America.

Geechie Boy Mill, a family-owned operation in South Carolina that makes locally-grown and milled white grits, is also planning a name change. Geechie is a dialect spoken mainly by the descendants of African-American slaves who settled on the Ogeechee river in Georgia, according to Merriam-Webster.com.

"We are in the process of changing our name and have developed a whole new brand. We look forward to sharing it with the public," said Greg Johnsman, owner of Geechie Boy Mill.

Mars had announced in the summer that the Uncle Ben's brand would "evolve."

Since the 1940s, the rice boxes have featured a white-haired Black man, sometimes with a bow tie, an image critics say evokes servitude. Mars has said the face was originally modeled after a Chicago maitre d' named Frank Brown. In a short-lived 2007 marketing campaign, the company elevated Uncle Ben to chairman of a rice company.

Dawson said months of conversations with employees, customer studies and other stakeholders led the company to settle on "Ben's Original." She said the company is still deciding on an image to accompany the new name.

PUBLIC NOTICES

PUBLIC NOTICES

PUEBLO

Department of Housing and Citizen Services

2021-2022 Community Development Block Grant Funds (CDBG) and HOME Investment Partnership Act Funds (HOME)

Provide Input on Your Neighborhood Needs

The Department of Housing and Citizen Services will hold public hearings to receive comments on the proposed housing and community development projects of the City of Pueblo for the 2021-2022 HUD Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) funding cycle.

The Citizens Advisory Board has also recommended programs and projects submitted for funding through the CDBG program. Copies of the proposals are available for review by contacting the Department of Housing and Citizen Services by email at housing@pueblo.us or at (719) 553-2350.

City residents can attend in person by appointment only due to limited Chambers capacity. Others wishing to view meeting or make public comment are encouraged to do so via Zoom. Please contact our office 48 hours prior to the meeting for instructions.

October 8, 2020 from 6:00-7:00 pm
City Council Chambers, City Hall
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

If you require special accommodations to participate in this City sponsored meeting, please contact Vanessa Cordova at (719) 553-2350 at least one day prior to the meeting.

PUEBLO

Department of Housing and Citizen Services

Public Notice to Amend the 2019 Annual Action Plan Affecting Community Development Block Grant Funds (CDBG), Community Development Block Grant COVID Funds (CDBG-CV) and Community Development Block Grant COVID Funds (CDBG-CV3)

Provide Input on the Communities COVID Response Needs utilizing CDBG-CV and CDBG-CV3 Grant Funds

The Department of Housing and Citizen Services will hold public hearings to receive comments on the housing and community development needs of the City of Pueblo in response to COVID for the proposed amendment to the 2019 HUD Community Development Block Grant (CDBG) and HOME Investment Partnership Act (HOME) funding cycle.

The Citizens Advisory Board has also received and heard presentations on proposed substantial amendments to the 2019 Annual Action Plan. Copies of the proposed activities are available for review by contacting the Department of Housing and Citizen Services by email at housing@pueblo.us or at (719) 553-2350.

City residents can attend in person by appointment only due to limited Chambers capacity. Others wishing to view meeting or make public comment are encouraged to do so via Zoom. Please contact our office 48 hours prior to the meeting for instructions.

October 8, 2020 from 6:00-8:30 pm
City Council Chambers, City Hall
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

Mars drops Uncle Ben's, reveals new name

By Alexandra Olson
The Associated Press

NEW YORK — The Uncle Ben's rice brand is getting a new name: Ben's Original.

Parent firm Mars Inc. unveiled the change Wednesday for the 70-year-old brand, the latest company to drop a logo criticized as a racial stereotype. Packaging with the new name will hit stores next year.

"We listened to our associates and our customers and the time is right to make meaningful changes across society," said Fiona Dawson, global president for Mars Food, multisales and global customers. "When you are making these changes, you are not going to please everyone. But it's about doing the right thing, not the easy thing."

Several companies have retired racial imagery from their branding in recent months, a ripple effect from the Black Lives Matters protests over the police killing of George Floyd and other African Americans.

Quaker Oats announced in June that it would drop Aunt Jemima from syrup and pancake packages, responding to criticism that the character's origins were based the "mammy," a black woman content to serve her white masters. Quaker said packages without the Aunt Jemima image will start to appear in stores by the end of the year, although the company has not revealed the new logo.

The owner of Eskimo Pie has also said it will change its name and marketing of the nearly century-old chocolate-covered ice cream bar. Beyond food brands, the Washington NFL franchise dropped the "Redskins" name and Indian head logo amid pressure from sponsors including FedEx, Nike, Pepsi and Bank of America.

Geechie Boy Mill, a family-owned operation in South Carolina that makes locally-grown and milled white grits, is also planning a name change. Geechie is a dialect spoken mainly by the descendants of African-American slaves who settled on the Ogeechee river in Georgia, according to Merriam-Webster.com.

"We are in the process of changing our name and have developed a whole new brand. We look forward to sharing it with the public," said Greg Johnsman, owner of Geechie Boy Mill.

Mars had announced in the summer that the Uncle Ben's brand would "evolve."

Since the 1940s, the rice boxes have featured a white-haired Black man, sometimes with a bow tie, an image critics say evokes servitude. Mars has said the face was originally modeled after a maître d' named Uncle Ben Brown. In a statement in 2007 marketing campaign, the company said Uncle Ben to chair a rice company.

Dawson said

PUBLIC NOTICES

Project: La Vista Village, Inc. Assisted Living Facility
Owner/Site: La Vista Village, Inc.
[illegible]
La Vista, Colorado 81003

Bid Due Date and Delivery Time: October [illegible], 2020 10:30 to 4:00 PM Local Time

[illegible] copies of the bid package to the owner's address. Hand delivered bids shall be presented in the form of one above. Late received after bid deadline rejected without opportunity for corrected bids are [illegible] disqualified privately.

Bonding: Documents will be [illegible] only to those licensed [illegible] La Vista, Colorado. [illegible]

There will be a Mandatory Pre-Bid Meeting on October 1, 2020 at 1:00 PM at the project site. All Prospective Bidders must attend. Requests for prior approval of substitutions for "or equal" materials, products, or equipment must be submitted at least 10 days prior to bid deadline.

Bid Security: The form of a surety bond executed by a surety company authorized to do business in Colorado in the amount of 5% of the base bid amount, made payable to the Owner. Each bidder may withdraw a bid for 45 days after the actual date of the bid opening. The Owner reserves the right to reject any and all bids, to waive technical irregularities. It is required that the successful bidder shall be required to furnish a Performance Bond and a Payment Bond each in the amount of $1,000,000.00 within 10 calendar days after receiving notice of award. The Owner will allow [illegible] calendar days for completion of the work and [illegible] $1,000 per calendar day for failure to comply with the [illegible] time period.

PUBLIC NOTICES

City of PUEBLO Colorado

Departamento de Vivienda y Servicios Al Ciudadano

[illegible] para financiar el Plan de Acción Anual 2020
Los fondos de subvenciones para Bloques de Desarrollo Comunitario (CDBG) [illegible]
[illegible] COVID de Subvenciones para Bloques de Desarrollo Comunitario (CDBG-CV)
Fondo COVID de subvenciones para Bloques de Desarrollo Comunitario (CDBG-CV3)

Proporcionar información sobre las necesidades de respuesta COVID de las comunidades utilizando los fondos de subvenciones CDBG-CV y CDBG-CV3

El Departamento de Vivienda y Servicios al Ciudadano solicita comentarios públicos para [illegible] sobre las necesidades de vivienda y desarrollo comunitario [illegible] la ciudad de Pueblo [illegible] COVID- para el período propuesto del ciclo de financiación 2019 [illegible] Community Development Block Grant (CDBG) y HOME Investment Partnership [illegible] (HOME).

El [illegible] Ciudadano [illegible] y social en la ciudad [illegible] la pandemia [illegible] financiación [illegible] del Programa CDBG. Comparta las actividades propuestas están disponibles para su revisión pública en contacto con el Departamento de Vivienda y Servicios al Ciudadano por correo electrónico a [illegible] o al (719) 553-2830.

Los residentes de la ciudad pueden solicitar personas con una previa [illegible] discapacidad [illegible] Chambers. Otros que deseen [illegible] la reunión o hacer comentarios públicos se alientan a hacerlo a través de Zoom. Por favor, póngase en contacto con nuestra oficina 48 horas antes de la reunión para obtener instrucciones.

[illegible]
Sala de Ayuntamiento, Ayuntamiento
1 Plaza de Ayuntamiento, Planta
Pueblo, CO 81003

[illegible]



PUBLIC NOTICES

City of PUEBLO Colorado

Departamento de Vivienda y Servicios Al Ciudadano
2021 2019-23 Plan de Subvenciones para Bloques de Desarrollo Comunitario (CDBG)
y
Fondos de la Ley de Asistencia de Inversiones HOME (HOME)

Proporcione información sobre sus necesidades vecinales

El Departamento de Vivienda y Servicios al Ciudadano solicitará comentarios públicos para recibir comentarios sobre las necesidades de vivienda y desarrollo comunitario de la Ciudad de Pueblo para el ciclo de financiación 2021-2025 [illegible] Community Development Block Grant (CDBG) y HOME Investment Partnerships (HOME).

El [illegible] Ciudadano [illegible] sobre las [illegible] y [illegible] presentados para su financiación a través del programa CDBG. Copias de las propuestas están disponibles para su revisión [illegible] en contacto con el Departamento de Vivienda y Servicios al Ciudadano por correo electrónico [illegible] o al (719) 553-2830.

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[illegible] 2020 a partir de 6:00-7:00 pm
Sala del Ayuntamiento, Ayuntamiento
1 Plaza de Ayuntamiento, 1ª Planta
Pueblo, CO 81003

[illegible]



The Pueblo Chieftain - Pueblo, Colorado Thursday, September 24, 2020 3B

Mars drops Uncle Ben's, reveals new name for rice brand

By Alexandra Olson
The Associated Press

NEW YORK – The uncle Ben's rice brand is getting a new name: Ben's Original.

Parent firm Mars Inc. unveiled the change and a new design for the 70-year-old brand, the latest company to drop a logo criticized as a racial stereotype. Packaging will change over the coming months, it said.

"We, listened to our associates and our consumers and the time is right to make this change," said Fiona Dawson, global president for Mars Food.

The rebrand of Uncle Ben's comes as companies are reckoning with their role in perpetuating racial inequities after the death of George Floyd and other African Americans.

Quaker Oats announced in June that it would drop Aunt Jemima from syrup and pancake packaging, responding to criticism that the character "relies on the worn, biased image of a Black woman content to serve white people," Quaker said. Packages without the Aunt Jemima image will start to appear in stores by the end of the year. Quaker is also changing its name, which has evoked racist imagery from its founding in the 1850s.

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Several companies have retired racial imagery from their branding in recent months, a ripple effect from the Black Lives Matter protests over the police killing of George Floyd and other African Americans.

Pepsi and Bank of America.

Geechie Boy Mill, a family owned operation in Ridgeville, South Carolina, makes locally-grown and milled white grits, is also planning a name change.

Founder Anson Mills said he plans to call the new product Carolina Gold Rice in honor of African-American slaves who settled on the Carolina coast in the 1700s, according to Verrier.

"We are in the process of changing our name and have developed a whole new brand. We look forward to sharing it with our customers," said Greg Johnsman, owner of Geechie Boy Mill.

Mars had announced in the summer that the Uncle Ben's brand would "evolve."

Since the 1940s, the rice boxes have featured a white-haired Black man, whose appearance has changed over the years. Critics say the image perpetuates racial stereotypes.

"We are in the process of changing our name and have developed a whole new brand. We look forward to sharing it with our customers," said Greg Johnsman, owner of Geechie Boy Mill.

Mars had announced in the summer that the Uncle Ben's brand would "evolve."

Since the 1940s, the rice boxes have featured a white-haired Black man, whose appearance has changed over the years. Critics say the image perpetuates racial stereotypes.

The uncle was originally modeled after a Chicago maître d' hotel. Frank Brown, Jr., said the company elevated Uncle Ben to chairman of the company.

Thurston said months of conversations with employees, customers and others led to the name change.

She said the company is still deciding on an image to accompany the new name.

PUBLIC NOTICES

PUEBLO

PUBLIC NOTICES

PUEBLO

PUBLIC NOTICES

PUEBLO

PUBLIC NOTICES

PUEBLO

CDBG Public Hearings
Thursday October 8, 2020

Name	Organization
Donald Moore	PCHC

CITY HOUSING & CITIZEN SRV-LGL
2631 E 4TH ST
PUEBLO, CO 810016200

PROOF OF PUBLICATION AFFIDAVIT

THE PUEBLO CHIEFTAIN

STATE OF COLORADO

County of Pueblo

I, Amy Kolcott, do solemnly swear that I am an employee of THE PUEBLO CHIEFTAIN; that the same is a daily newspaper printed in the County of Pueblo, State of Colorado, and has a general circulation therein, that said newspaper has been published continuously and uninterruptedly in said County of Pueblo for a period of 052 days a year next prior to the first publication of the annexed legal notice or advertisement; that said newspaper has been admitted to the United States Mail as a second class matter under the provisions of the act of March 3rd, 1879, or any supplement thereto; that a copy qualifies for publishing legal notices and advertisements within the meaning of the laws of the State of Colorado of which is attached a true copy from said newspaper and was published on the following dates:

PUBLISHED: May 02, 2021

In witness whereof, I have hereunto set my hand this 2nd day of: May, 2021

Amy Kolcott

Legal Clerk

Subscribed and sworn to before me, a Notary Public in and for the County of Brown, State of Wisconsin

Nicky Felty

Notary Public

9/9/21

My commission expires

Order Number: 0000203908

NICKY FELTY
Notary Public
State of Wisconsin

Account Number: 61017



DRAFT FOR REVIEW AND COMMENTS

NOTICE OF AVAILABILITY

DRAFT FOR REVIEW AND COMMENTS

NOTICE OF AVAILABILITY

City of Pueblo, CO and Pueblo Consortium

Community Development Block Grant Program and HOME

Consolidated Plan 2020-2024, FY 2020 Annual Plan, CARES Act Fund

In accordance with the federal regulations at 24 CFR, Part 91, the City of Pueblo has prepared a 2020-2024 Consolidated Plan, the Action Plan (AAP) for FY 2020. These documents are a requirement for direct assistance under certain HUD funding programs including the Community Development Block Grant Program (CDBG) and HOME Partnership Program.

The Consolidated Plan provides the goals and objectives that the City hopes to accomplish using the CDBG and HOME funds over the next five years. The 2020 AAP specifies available resources to meet the five-year goals. The financial resources the City projects an entitlement grant of $1,471,859 of CDBG funds and $[illegible] in HOME funds during the program year which will run March 1, 2020 through February 28, 2021.

Additionally, the City of Pueblo, CO will incorporate into its 2020 AAP supplemental funding available through the Community Development Block Grant (CDBG) program from the U.S. Department of Housing and Urban Development (HUD), which HUD administers through the Office of Community Planning and Development. The City will receive $1,364,496 in CDBG-CV in Coronavirus Aid, Relief, and Economic Security (CARES) Act funding ($867,846 in CDBG-CV1 and $497,650 in CDBG-CV3). On March 27, 2020, the CARES Act was signed to respond to the growing effects of this historic health crisis. The primary purpose of this funding is to prevent, prepare for, and respond to the coronavirus pandemic.

To solicit citizen comments on the Five-Year Consolidated Plan and the 2020 AAP, CARES Act funding, a public hearing on the draft Five Year Plan, the AAP for 2020, and the proposed spending for CARES Act Funding is scheduled to be held on June 7, 2021 at 3:00 p.m. in the Community Room at 2631 E. 4th Street, Pueblo, Colorado 81001.

Due to the current restrictions of the Centers for Disease Control and the continuation of COVID-19 pandemic limiting gatherings of ten (10) or more at public hearings, an additional public hearing will be held on Zoom virtually to solicit citizen comments on the Five-Year Consolidated Housing, the 2020 AAP, and the CARES Act funding. The meeting is scheduled to be held on [illegible] at 3:00 p.m. The meeting can be accessed by computer or smart device via https://[illegible] or by moving [illegible] Participants may [illegible] by phone by calling

[illegible]

The City will accept comments from the public via mail or [illegible] as part of this public meeting. To find time participation by persons who speak [illegible] to make arrangements and [illegible] in person to the hearing.

Copies of the Five Year Plan, FY 2020 AAP, and the CARES Act funding (as part of the 2020 AAP) are available for public inspection and review from May 3, 2021 to June 3, 2021 on the City of Pueblo's website: www.pueblo.us/2631/Documents-Forms. The Plan will be provided in alternate formats for persons with special needs and limited English proficiency.

The City intends to submit the 2020-2024 Consolidated Plan, 2020 AAP, CARES Act funded projects (as part of the 2020 AAP), amended Citizen Participation Plan to the U.S. Department of Housing and Urban Development (HUD) on or before July 2, 2021. It is expected that the City Council will approve the annual plan on June 28, 2021. Interested persons are encouraged to express their views on the Consolidated Plan, 2020 AAP, and the CARES Act projects (identified in the 2020 AAP) via email by sending comments to Bryan Gallegos at [illegible] or in writing to Housing and Citizen Services, 2631 E. 4th Street, Pueblo, CO 81001. All comments received by June 14, 2021, will be considered.

PA-[illegible]

DRAFT FOR REVIEW AND COMMENTS

NOTICE OF AVAILABILITY
City of Pueblo, CO and Pueblo Consortium
Community Development Block Grant Program and HOME
Consolidated Plan 2020-2024, FY 2020 Annual Plan, CARES Act Funds

In accordance with the federal regulations at 24 CFR, Part 91, the City of Pueblo has prepared a 2020-2024 Consolidated Plan, the Action Plan (AAP) for FY 2020. These documents are a requirement for direct assistance under certain HUD funding programs including the Community Development Block Grant Program (CDBG) and HOME Partnership Program.

The Consolidated Plan provides the goals and objectives that the City hopes to accomplish using the CDBG and HOME funds over the next five years. The 2020 AAP specifies available resources to meet the identified needs. The financial resources the City projects an entitlement grant of $1,473,959 of CDBG funds and $839,604 in HOME funds during the program year which will run March 1, 2020 through February 28, 2021.

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Due to the recommendations of the Center for Disease Control and the declaration of COVID-19 pandemic limiting gatherings of ten (10) or more an public hearing, an additional public hearing will be held on Zoom virtually to solicit citizen comments on the Five-Year Consolidated Housing, the 2020 AAP, and the CARES Act funding. The meeting is scheduled to be held on June 7, 2021 at 5:00 p.m. The hearing can be accessed by computer or smart device via https://pueblo.zoom.us/j/93880411673 with meeting ID:9388 0411 673 and Passcode: 160656 or by phone by calling:

Dial by location:

+1 346 248 7799 US (Houston)	+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)	+1 312 626 6799 US (Chicago)
+1 646 876 9923 US (New York)	+1 301 715 8592 US (Washington DC)

The City will accept comments from the public via email at housing@pueblo.us as part of this public meeting. To facilitate participation by persons with special needs, please contact housing@pueblo.us to make arrangements at least 3 business days prior to the hearing.

Copies of the Five-Year Plan, FY 2020 AAP, and the CARES Act funding (as part of the 2020 AAP) are available for public inspection and review from May 3, 2021 to June 3, 2021 on the City of Pueblo's website: www.pueblo.us/257/Doucments-Forms. The Plan will be provided in alternative formats for persons with special needs and limited English proficiency.

The City intends to submit the 2020-2024 Consolidated Plan, 2020 AAP, CARES Act funded projects (as part of the 2020 AAP), amended Citizen Participation Plan to the U.S. Department of Housing and Urban Development (HUD) on or before July 2, 2021. It is expected that the City Council will approve the annual plan on June 28, 2021. Interested persons are encouraged to express their views on the Consolidated Plan, 2020 AAP, and the CARES Act projects (identified in the 2020 AAP) via email by sending comments to Bryan Gallagher at housing@pueblo.us or in writing to Housing and Citizen Services, 2631 E. 4th Street, Pueblo, CO 81001. All comments received by June 14, 2021 will be considered.

City of Pueblo 2020-2024 Consolidated Plan 2020 Annual Action Plan CDBG-CV COVID Funds	Public Hearing June 7, 2021 at 3:00pm	Sign-In Sheet
Name	Signature	Email / Phone Contact
Bean Gallagher		bgallagher@pueblo.us

Grantee Unique Appendices

Unique Appendix

NA-05 Overview

Needs Assessment Overview

The needs assessment is based on an analysis of housing problems across the City of Pueblo by income level among renters, owners, and households with special needs. Additionally, needs were identified through a public outreach process that included stakeholder consultations, public meetings, an online resident survey, and a review process designed to meaningfully engage citizens.

Data in this section was drawn primarily from HUD's Comprehensive Housing Affordability Strategy (CHAS) data set, which is a special tabulation of 2011-2015 American Community Survey (ACS) data from the Census Bureau. The CHAS data describes housing problems, such as overcrowding or incomplete kitchen and/or plumbing facilities, as well as cost burden, which occurs when a household pays more than 30% of its gross income on housing costs. Severe cost burden occurs when a household pays more than 50% of its gross income on housing costs.

Supplemental data were drawn from the 2015-2019 ACS 5-Year Estimates and other sources to provide additional context when needed.

Summarizing the data throughout this section and input received during stakeholder interviews held in preparing the Five-Year Consolidated Plan, the most significant needs are:

- Rehabilitation of units occupied by low- and moderate-income households:
  - Nearly 21% (12,948) of housing units in the City of Pueblo were built prior to 1950, which are presumed to be in need of extensive rehabilitation.
  - Although both owner and rental units likely require rehabilitation from normal wear and tear, the need is greater among renter units; 25% were built prior to 1950, compared to 18% for owner-occupied units. The greater age among rental units is consistent with the finding that renter-occupied units have a higher percentage of units with a substandard condition than owner-occupied units, 49% of renter-occupied versus 26% of owner-occupied units.
  - LMI renter-households with a severe housing cost burden greater than 50% of income tend to be other (non-family) type of households (84%), large related families (77%), or small related families (73%). Nearly 40% of elderly renter-households earning below 30% HAMFI are cost burdened, and over half (52%) of elderly renter-households in this income tier are severely cost burdened.

- Increased access to clean, safe, and affordable housing for both owners and renters:
    - According to 2019 American Community Survey (ACS) data, there are 15,113 single-person households in the City of Pueblo, 7,892 of which (52.2%) are renter households. The median income for a single-person household in 2019 was $25,685, compared to the City's median income of $40,450. Given that this is 63.5% of Pueblo's median income, it can reasonably be assumed that there are a significant number of single person households experiencing difficulty finding affordable housing, pointing to a need for additional studio and one-bedroom units.
    - There are 22,560 persons, or 20.9% of the City's population, who identify as having one or more disabilities. Stakeholders identified accessible units with features such as wider doorways, lower countertops, and wheel-in showers, as a community need.
    - The lowest income households also have the highest concentrations of minorities that experience challenges accessing healthcare, housing, and services.
    - The waiting lists for public housing and the Section 8 Voucher Program are between 3 and 5 years. Until a unit or voucher becomes available, households on the waiting list continue to subsist on extremely low incomes in housing conditions that are likely unaffordable, inadequate, or both.
- Permanent supportive housing and family units to stabilize and transition individuals and families out of homelessness:
    - Posada, Inc. operates the only family shelter within the City, offering 11-units. Stakeholders reported that Posada is consistently unable to serve families due to a lack of available units.
- Stakeholders stressed the need for both emergency shelter and supportive services, including medical respite beds, for persons with intensive medical needs following discharge from institutions.
    - Thirteen percent (13%) of the total homeless population counted on the night of the 2019 PIT for the Colorado Balance of State Continuum of Care (BoS CoC) were in the City of Pueblo, a total of 336 homeless persons. According to the 2019 CO BOS PIT data for Pueblo, persons with chronic illness, serious mental illness, and substance abuse problems were disproportionately represented in Pueblo's PIT. Of the persons counted, 86 (25.6%) had a chronic physical illness, 72 (21.4%) were adults with a serious mental illness, and 44 (13.1%) were adults with substance abuse problems.
    - Stakeholders reported that needs of formerly homeless families and individuals include rental application and/or security deposit assistance and financial literacy/credit counseling to decrease housing application denials.
- The greatest needs of households currently living in public housing continue to be stable, decent living conditions and access to opportunity in the form of employment, education, and/or transportation connections to neighborhood amenities.
- Elderly care and programs, and childcare, youth programming, and health services for low-moderate-income households were also identified as significant needs.

NA-10 Housing Needs Assessment - 24 CFR 91.405, 24 CFR 91.205 (a,b,c)

Describe the characteristics and needs of low-income individuals and families with children (especially extremely low-income) who are currently housed but are at imminent risk of either residing in shelters or becoming unsheltered 91.205(c)/91.305(c)). Also discuss the needs of formerly homeless families and individuals who are receiving rapid re-housing assistance and are nearing the termination of that assistance

According to the Colorado Coalition for the Homeless (BOC COC) 2019 Point in Time Count, the most common characteristics of individuals and families at imminent risk of residing in shelters or becoming homeless include, but are not limited to:

Characteristics of Individuals/Families at Imminent Risk of Homelessness	City of Pueblo, 2019	
	PIT Count #	%
Chronic Physical Illness/Disability	86	25.6
Serious Mental Illness	72	21.4
Substance Abuse Disorder	44	13.1
PTSD	23	6.8
Developmental Disability	18	5.4
Brain Injury	10	3.0
HIV/AIDS	0	0

Source: Colorado Coalition for the Homeless, 2019 CO BOS CoC PIT Final Draft

NA-30 Disproportionately Greater Need: Discussion - 91.205 (b)(2)

Are any of those racial or ethnic groups located in specific areas or neighborhoods in your community?

For the purposes of this Consolidated Plan, concentration is defined as a census tract where a minority group's population is ten percentage points higher in that census tract than its proportion in the City's population.

The City's population is 51.1% Hispanic. An area of concentration of Hispanic residents will be any Census tract that is at least 61.1% Hispanic. The following census tracts qualify as areas of concentration of Hispanic residents:

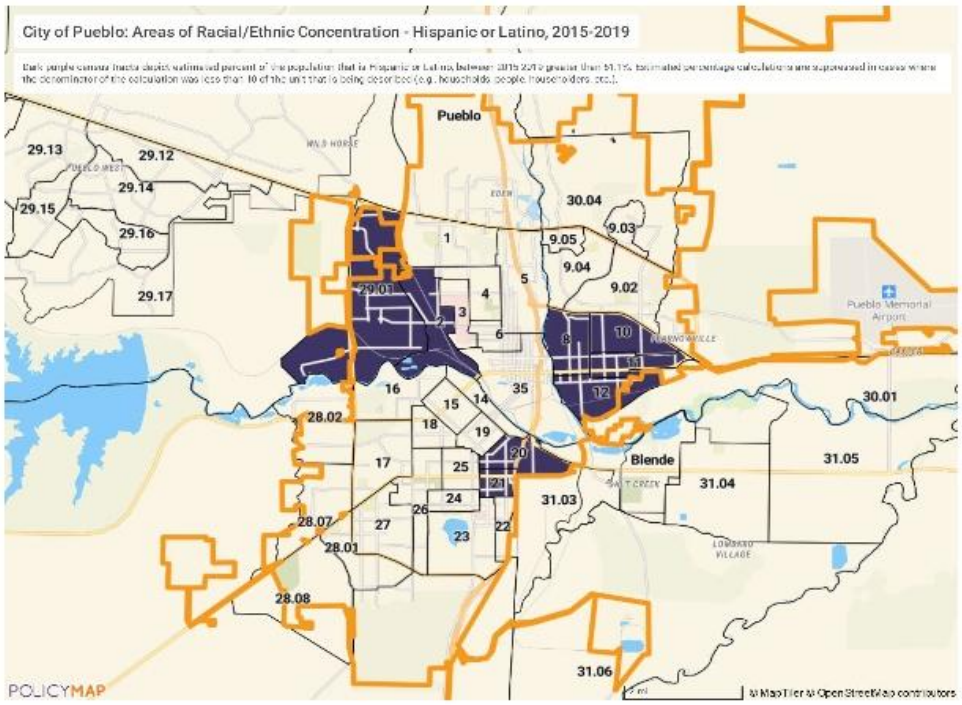
Census Tract	Percent Concentration Hispanic Ethnicity	Census Tract	Percent Concentration Hispanic Ethnicity
Hyde Park / Park West Neighborhood		East Side Neighborhood	
29.01	61.41	8	64.41

2	67.21	10	61.92
Lower East Side Neighborhood		Bessemer Neighborhood	
11	73.72	20	62.08
12	69.52	21	77.4

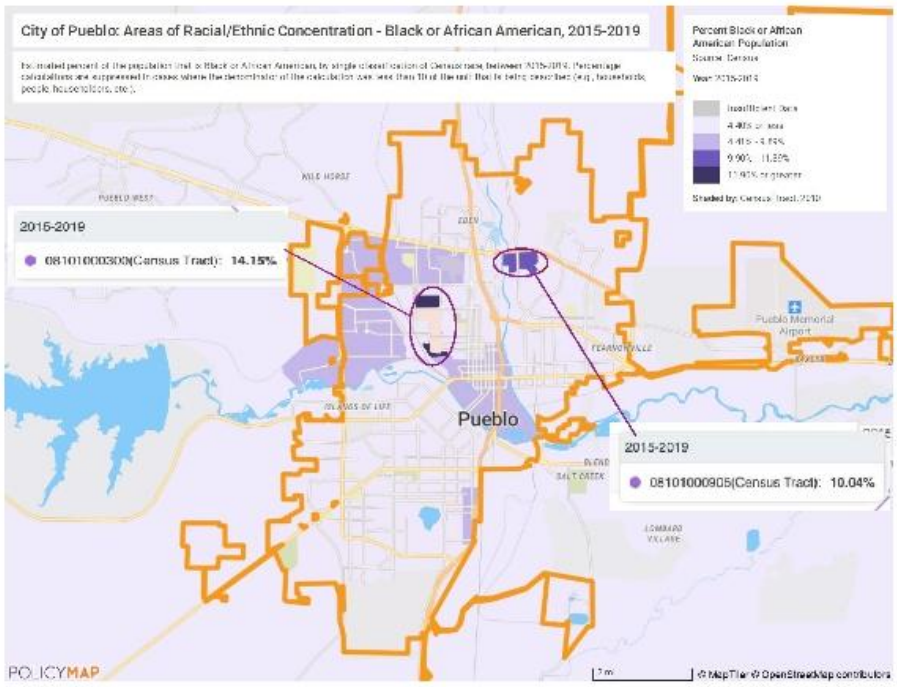
Table 1 – Areas of Concentration by Neighborhood, Hispanic Ethnicity

Areas of concentration are identified in Map 1below; concentrations of Hispanic residents correspond to the Park West, East Side, Lower East Side, and Bessemer Neighborhoods.

Black/African American residents comprise 1.9% of the City's population. An area of concentration of Black/African American residents will be any census tract that is at least 11.9% Black/African American. Areas of concentration (or near concentration) are identified in Map 2 on the following page and correspond Census tracts 9.05 and 3. Census Tract 9.05, corresponding to the Belmont neighborhood within the City of Pueblo, does not yet meet the ten-percentage point threshold, it is noteworthy that the concentration of Black/African American residents is 10.04%. The map indicates a concentration of Black/African American residents in Census Tract 3 (14.15%), though this tract is comprised of entirely institutionalized and incarcerated persons.



Map 1 – Areas of Racial/Ethnic Concentration: Hispanic or Latino



Map 2 – Areas of Racial/Ethnic Concentration: Black or African American

NA-35 Public Housing - 91.405, 91.205 (b)

Characteristics of Residents by Housing Program

Housing Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project-Based	Tenant-Based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
Average Annual Income	-	$11,060	$15,822	$12,643	$8,417	$14,200	$15,313	-
Average Length of Stay	-	3 Years	5.5 Years	5 Years	4 Years	7.3 Years	3.5 Years	-
Average Household Size	-	3	3	3	3	3	2	-
# Homeless at Admission	-	15	41	50	0	47	3	-
# of Elderly Program Participants (>62)	-	2	285	392	7	358	27	-

Housing Program Type								
	Certificate	Mod-Rehab	Public Housing	Vouchers				
				Total	Project-Based	Tenant-Based	Special Purpose Voucher	
							Veterans Affairs Supportive Housing	Family Unification Program
# of Disabled Families	-	23	772	1156	19	1079	58	-
# of Families requesting accessibility features	-	1	17	9	0	9	0	-
# of HIV/AIDS program participants	-	0	0	0	0	0	0	-
# of DV Victims	-	0	5	46	1	45	0	-

Data Source: City of Pueblo Housing Authority

Table 2 – Supplemental Characteristics of Public Housing Residents by Program Type

MA-10 Housing Market Analysis: Number of Housing Units - 91.410, 91.210(a)&(b)(2)

According to the National Housing Preservation Database, the following developments expire within the five-year period covered by this Consolidated Plan:

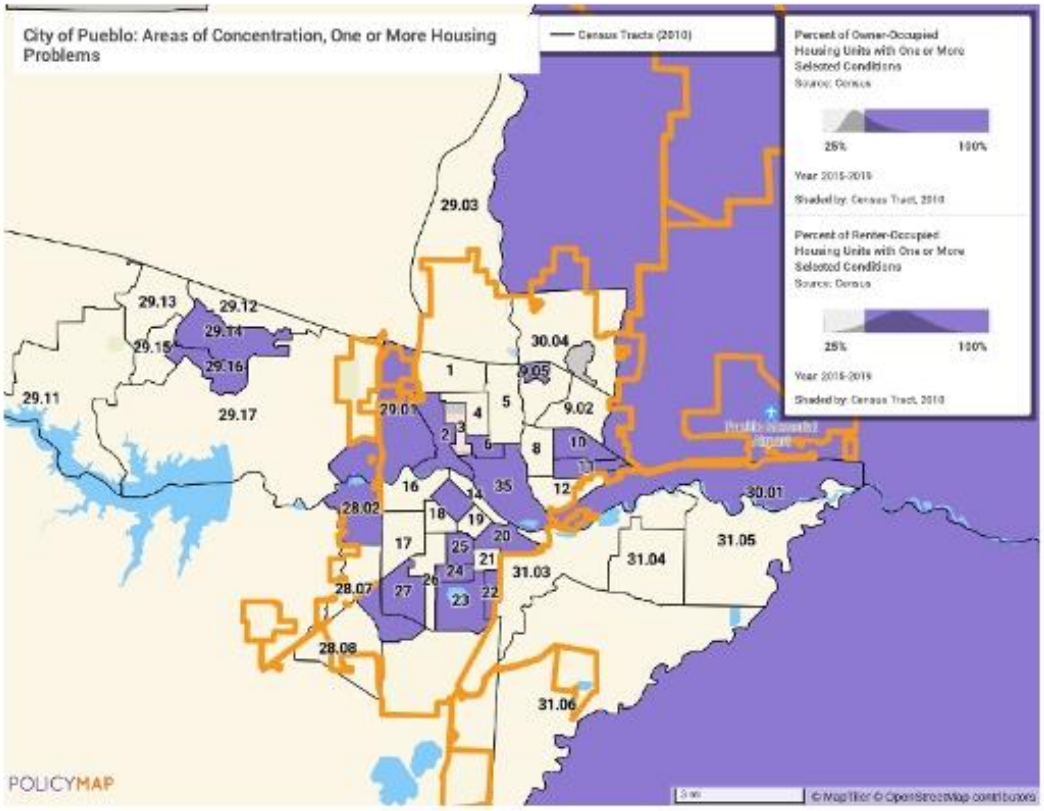
Property Name	Property Address	City	Total Units	Earliest End Date	Owner-Company Type	Target Tenant Type
VILLA ANDREA	109 Idaho Ave	Pueblo	32	2/15/2021	For Profit	Family
MONTEREY APARTMENTS	614 W 13th St	Pueblo	16	4/28/2021	Non-profit	VASH/Transitional
BALTIMORE COURT APARTMENTS	2038 Kachina Dr	Pueblo	16	5/23/2021	Unknown	Unknown
AZTECA APARTMENTS	705 Hunter Dr	Pueblo	202	10/31/2021	Profit Motivated	Elderly
HEALTH SOLUTIONS	621 W 10th St	Pueblo	9	12/14/2021	Non-Profit	Disabled
2005 CARLEE DRIVE	2005 Carlee Dr	Pueblo	2	1/1/2022	Unknown	Unknown
BALTIMORE APARTMENTS	3600 BALTIMORE AVE	PUEBLO	28	1/23/2022	Non-Profit	Unknown
MORNING GLORY APARTMENTS	724 E 5th St	Pueblo	4	3/28/2022	Non-profit	Unknown
HILLVILLE HEIGHTS I	1418 Anita St	Pueblo	8	1/1/2023	For Profit	Unknown
H2HOM02012/COLO BLUESKY/INFRASTF	1105 Fearnow Ave	Pueblo	4	5/28/2024	Non-profit	Unknown
BALTIMORE PARK	3500 Baltimore Ave	Pueblo	24	7/7/2024	For Profit	Family
HILLVILLE HEIGHTS III	1411 Anita St	Pueblo	12	1/1/2025	For Profit	Unknown

MA-50 Needs and Market Analysis Discussion

Are there areas where households with multiple housing problems are concentrated? (include a definition of "concentration")

The City defines "concentration" as areas where 25% or more of the units in a census tract are in substandard condition. The following data by census tract is based on housing quality indicators (selected conditions). Selected conditions include the following: (1) the lack of complete plumbing facilities, (2) the lack of complete kitchen facilities, (3) more than one person per room, and (4) cost burden greater than 30%.

The map below indicates areas where overlap occurs, corresponding to concentrations greater than 25% of owner- and renter- occupied units that experience one or more of these conditions. Overlap of housing problem concentrations occur primarily in portions of the Park West, Hyde Park, Downtown, Highland Park/Beulah Heights, and Lakeview/Lake Minnequa/Bessemer neighborhoods.



Map 3 – Areas of Concentration: One or More Housing Problems

Are there any areas in the jurisdiction where racial or ethnic minorities or low-income families are concentrated? (include a definition of "concentration")

For the purposes of this Consolidated Plan, concentration is defined as a census tract where a minority group's population is ten percentage points higher in that census tract than its proportion in the City's population.

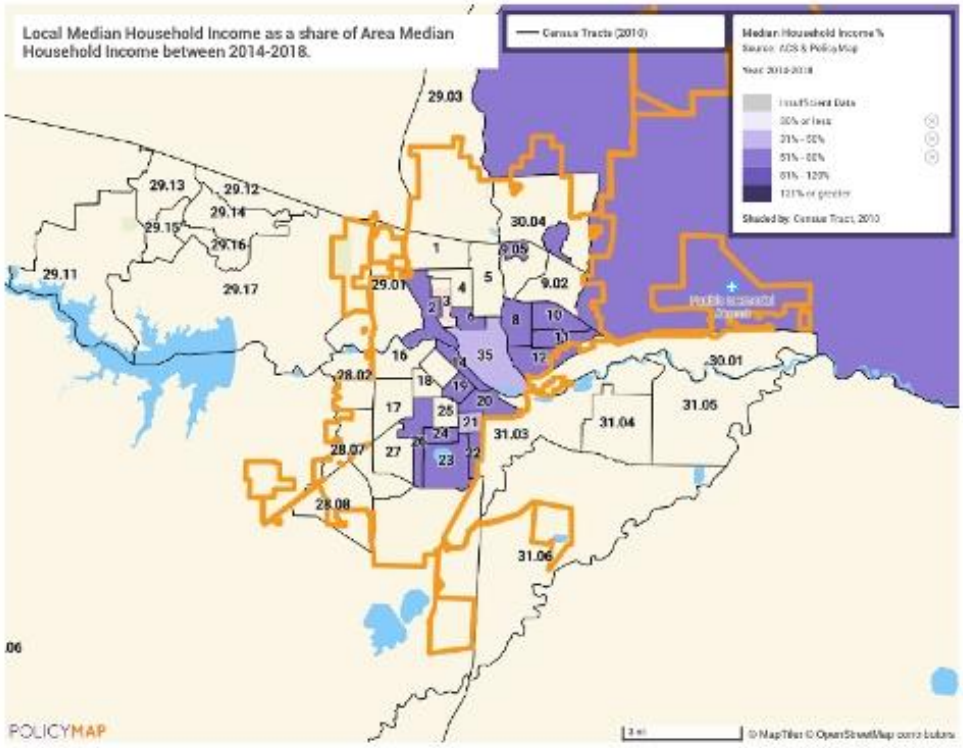
The City's population is 51.1% Hispanic. An area of concentration of Hispanic residents will be any Census tract that is at least 61.1% Hispanic. As shown in Table 61, census tracts corresponding to the Park West, East Side, Lower East Side, and Bessemer Neighborhoods qualify as areas of concentration of Hispanic residents. As highlighted in Table 61, five of the eight census tracts with Hispanic concentrations correspond to census tracts in which one or more housing problems are concentrated.

Census Tract	Percent Concentration Hispanic Ethnicity	Concentration of One or More Housing Problems?
Hyde Park / Park West Neighborhood		
29.01	61.41	Yes
2	67.21	Yes
East Side Neighborhood		
8	64.41	No
10	61.92	Yes
Lower East Side Neighborhood		
11	73.72	Yes
12	69.52	No
Bessemer Neighborhood		
20	62.08	Yes
21	77.4	No

Table 3 – Areas of Concentration by Neighborhood, Hispanic Ethnicity, and Housing Problems

Black/African American residents comprise 1.9% of the City's population. An area of concentration of Black/African American residents will be any census tract that is at least 11.9% Black/African American. Census Tract 3 has a 14.15% concentration of Black/African American residents, though this percentage is based on only a small subset of the entire tract; the majority of this census tract is occupied by the State Hospital. Census Tract 3 does not meet the threshold or 25% or more units with one or housing problems. While Census Tract 9.05, corresponding to the Belmont neighborhood within the City of Pueblo, does not yet meet the ten-percentage point threshold for racial concentration, it is noteworthy that the concentration of Black/African American residents is 10.04%. Census Tract 9.05 is also an area of concentration of one or more housing problems.

Per Map 4, low-income areas are those in which local median household income is less than or equal to 50% of area median income; census tracts 21 and 35, corresponding to the Bessemer and Downtown/Grove neighborhoods respectively, qualify as low-income areas of concentration. Moderate income areas are those in which local median household income is less than or equal to 80% of area median income, corresponding to the areas of Skyview/Hyde Park, Northside, Mesa Junction/Bessemer, and Lakeview/Lake Minnequa/Bessemer.



Map 4 – Areas of Concentration: Low and Moderate-Income Residents

As shown in Table 62, concentrations of all three characteristics - race or ethnicity, housing units with one or more housing problems, and low- and moderate-income residents- occur in census tracts corresponding to the following City of Pueblo neighborhoods: Park West, East Side, Lower East Side, and Bessemer. The Downtown area does not yet meet the threshold for racial/ethnic concentration; however it is an area of concentration for one or more housing problems and low- to moderate-income residents.

Census Tract	Ethnic or Racial Concentration	> 25% of units with One or More Housing Problems?	Low- to Moderate-Income Concentrations?
Hyde Park / Park West Neighborhood			
29.01	61.41% Hispanic	Yes	No
2	67.21% Hispanic	Yes	Yes
East Side Neighborhood			
8	64.41% Hispanic	No	Yes
10	61.92% Hispanic	Yes	Yes
Lower East Side Neighborhood			
11	73.72% Hispanic	Yes	Yes
12	69.52% Hispanic	No	Yes
Bessemer Neighborhood			
20	62.08% Hispanic	Yes	Yes
21	77.4% Hispanic	No	No
State Hospital			
3	14.15% Black/African Am.	No	No
Belmont			
9.05	10.04%*	Yes	Yes

	Black/African Am.		
*Notable finding; However Census Tract does not meet threshold for area of racial concentration.			

Table 4 – Areas of Concentration by Neighborhood, Race/Ethnicity, Housing Problems, LMI

SP-80 Monitoring – 91.230

Describe the standards and procedures that the jurisdiction will use to monitor activities carried out in furtherance of the plan and will use to ensure long-term compliance with requirements of the programs involved, including minority business outreach and the comprehensive planning requirements

The Department of Housing and Citizen Services is responsible for ensuring that the recipients of federal funds meet the purposes of the appropriate legislation and regulations, and that funds are disbursed in a timely manner.

As a recipient of federal CDBG funds, the City of Pueblo is responsible for managing the da y- to-day operations of all CDBG funded activities and ensuring that CDBG funds are used within all applicable requirements. Monitoring is the primary tool to ensure that this happens.

The three primary goals of monitoring are:

- **Ensure production and accountability.**
- **Ensure compliance with CDBG and other federal requirements.**
- **Evaluate organizational and project performance.**

At the end of every grant year, an outside agency completes an audit of the City's financial system. As part of the auditing process, a "single audit" is completed per 2 CFR 200 for the federal funds that the City received during the previous fiscal year.

Any outside agency that receives funds through a subrecipient agreement will also be subject to periodic monitoring. Each social service agency must submit periodic progress reports along with their reimbursement request for a desktop review before any disbursement will occur. Department of Housing and Citizen Services staff also conducts an on-site monitoring visit to all social service agencies receiving CDBG funding.

The Department uses a risk-based model to determine which agencies may require technical service assistance. Grantees may request TA at any time, but for new grantees or grantees with a higher level of risk based on staff turnover or type of services provided, the TA will occur after the agency submits their first progress report and before any reimbursement of funds are made.

CDBG MONITORING PROCESS FOR THE CITY OF PUEBLO HOUSING & CITIZEN SERVICES DEPARTMENT FOR SUBRECIPIENTS

1. **Completed projects are selected for on-site monitoring.**

2. A schedule is prepared of dates and times when housing staff is available to monitor.
3. A letter is written to each CDBG subrecipient that the Housing Department intends to monitor.
4. The monitoring visit takes place at the subrecipient's center of operations where we check for building ADA accessibility. Those in attendance are the accountant/bookkeeper, the person tracking the demographics, sometimes the agency director and housing staff members. The monitoring session begins with addressing all areas in the monitoring tool. (If the monitoring tool was filled out at a previous monitoring visit, the tool is just updated. However, if it is the first time we monitor an agency, each area in the monitoring tool is addressed.)
5. Upon the completion of the monitoring tool, housing staff asks for client files, bank statements, organizational charts, financial statements (balance sheet, income statement, inventory), chart of accounts, audit, loan portfolios, job descriptions, current CDBG fund balance, vendor solicitation lists, EEO manual, written procurement manual. Housing staff inquires about office procedures, file organization and if there are CDBG purchased assets, a confirmation of inventory. (Anything to give insight on the agency's day-to-day operations.)
6. Housing staff reviews the requested documents preferably without the presence of the agency's staff.
7. Housing staff conducts an exit conference as a brief summary on the agency's administra tive, financial and record keeping weaknesses and strengths. The monitoring visit is then ended.
8. At the Housing office, a review/study is made of the monitoring tool and agency documents to determine concerns and findings. Within sixty days (60), a letter is written to the agency regarding our concerns/findings and a date is set forth in the letter for corrective action. Grantees shall be given thirty days to respond to the monitoring letter. The Grantee's response should provide a timeline describing how the required actions shall be completed
9. The monitored agency then responds on how they will resolve the set forth concerns and/ or findings within a time not to exceed ninety days. The Department reviews their method of compliance and when approved, a follow-up letter is sent by our Department thanking the agency for their cooperation and that we have closed out the CDBG project.

Monitoring forms from the HUD Community Planning and Development Monitoring Handbook – 6509.2 Rev-6 are used. The forms, and any updates can be found here:

https://www.hudexchange.info/resource/290/hud-community-planning-and-development-monitoring-handbook-65092-rev6/

Appendix

CD2009 – City Wide ADA Curb Ramp Improvements – Install ADA compliant accessible curb ramps at street intersections and crosswalks throughout the City of Pueblo. The project will entail replacement of existing curb and gutter, 7" concrete cross pans, 4" asphalt repair, striping, decorative concrete and retaining walls, signage, disturbed landscaping, and irrigation. Project may include the relocation of existing street lighting, signal lights, associated electrical boxes and wiring. Relocation of adjacent utilities may be required to complete the proposed project. This is a multi-year activity that is anticipated to use $400,000 of CDBG funds.

City of Pueblo		

Project CD2009 - Proposed ADA Curb Ramps			
No.	**Street Intersection**	**Corners**	
7	8th St. and LaCrosse Ave	NE, NW, SE, SW	CT8 BLK 2; CT11 BLK 3 – 1405 LMI People/ 1740 Total People between both block groups (82% LM & 70% LM, respectively)
8	22nd and Coronado Rd.	NE, NW, SE, SW	CT2 BLK 4 655 LMI People/1320 Total People in BLK GRP – Not a LM BLK (49.62%) GRP…Citizen Requested – eligible meeting ADA
9	23rd and Coronado Rd.	NE, NW, SE, SW	
10	23rd and DeSoto Rd.	NE, NW	
11	23rd and Cortez Rd.	NE, NW	
12	23rd and Montezuma Rd.	NE, NW	
15	Van Buren Ave. and Pitkin Ave.	NE, NW	CT15 BLK 1 – 810 LMI People . 1300 Total People – 62% LM
16	Van Buren Ave and Routt Ave	NE, NW, SE, SW	
17	Van Buren Ave and Evans Ave	NE SE, SW	
18	Van Buren Ave and Abriendo Ave.	NE, NW, SE SW	
19	Abriendo Ave and Idaho Ave	NE, SE	CT14 BLK 1 – 885 LMI People / 1165 Total People 75% LM
20	Abriendo Ave and Idaho Ave	SE	
21	Quincy St. and Evans Ave	N, W, E	CT19 BLK 1 – LMI 460 / Total People 780 – 58% LM This street boarders CT 15 BLK 1 – those numbers are not repeated
22	Quincy St. and Rout Ave	NE, NW, SE, SW	
23	Quincy St and Pitkin Ave	NE, NW	

24	Bannock Burn Ln. and Louis Nelson Rd	NE, NW, SE, SW	CT9.04 BLK 1 – 795 LMI people / 1330 Total Persons @ 59.77% LMI
25	Bannock Burn Ln. and MacNaughton Rd.	NE, NW, SE, SW	
26	MacNaughton Rd and Calhoun Rd.	NE, NW, SE, SW	
27	Calhoun Rd. and Sheridan Rd.	NE, NW, SE, SW	
28	Calhoun Rd. and Iroquois Rd.	NE, NW, SE, SW	
29	Calhoun Rd. and Comanche Rd.	NE, NW, SE, SW	
30	MacNaughton Rd. and Bonny Brea Ln.	NE, NW, SE, SW	
31	MacNaughton Rd. and MacKenzie Rd.	NE, NW, SE, SW	
32	MacNaughton Rd. and MacArthur Rd.	NE, NW, SE, SW	
33	MacNaughton Rd. and Robertson Rd.	NE, NW, SE, SW	
34	MacNaughton Rd. and Bonforte Blvd	NE, NW, SE, SW	
35	Bonforte Blvd. and Hadley Rill	NE, NW, SE, SW	
36	Bonforte Blvd and Briargate Terr.	NE, NW, SE, SW	
37	Bonforte Blvd. and Comanche Rd.	NE, NW, SE, SW	
38	Comanche Rd. and MacArthur RD.	NE, NW, SE, SW	

Grantee SF-424's and Certification(s)

Certifications and Assurances

2020 Annual Action Plan

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision	* If Revision, select appropriate letter(s): * Other (Specify):
* 3. Date Received: 7/9/2021	4. Applicant Identifier:	
5a. Federal Entity Identifier:		5b. Federal Award Identifier:
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	
8. APPLICANT INFORMATION:		
* a. Legal Name: City of Pueblo		
* b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6007910		* c. Organizational DUNS: 0108284000000
d. Address:		
* Street1: 1 City Hall Place		
Street2:		
* City: Pueblo		
County/Parish:		
* State: CO. Colorado		
Province:		
* Country: USA: UNITED STATES		
* Zip / Postal Code: 81003-1497		
e. Organizational Unit:		
Department Name: Housing and Citizen Services		Division Name:
f. Name and contact information of person to be contacted on matters involving this application:		
Prefix: Mrs.	* First Name: Bryan	
Middle Name: Patrick		
* Last Name: Gallagher		
Suffix:		
Title: Director		
Organizational Affiliation:		
* Telephone Number: 719-553-2049		Fax Number:
* Email: bgallagher@pueblo.us		

Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify)

* 10. Name of Federal Agency:

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title:

Community Development Block Grant - Entitlement

* 12. Funding Opportunity Number:

B-21-MC-08-0001

* Title:

Community Development Block Grant

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

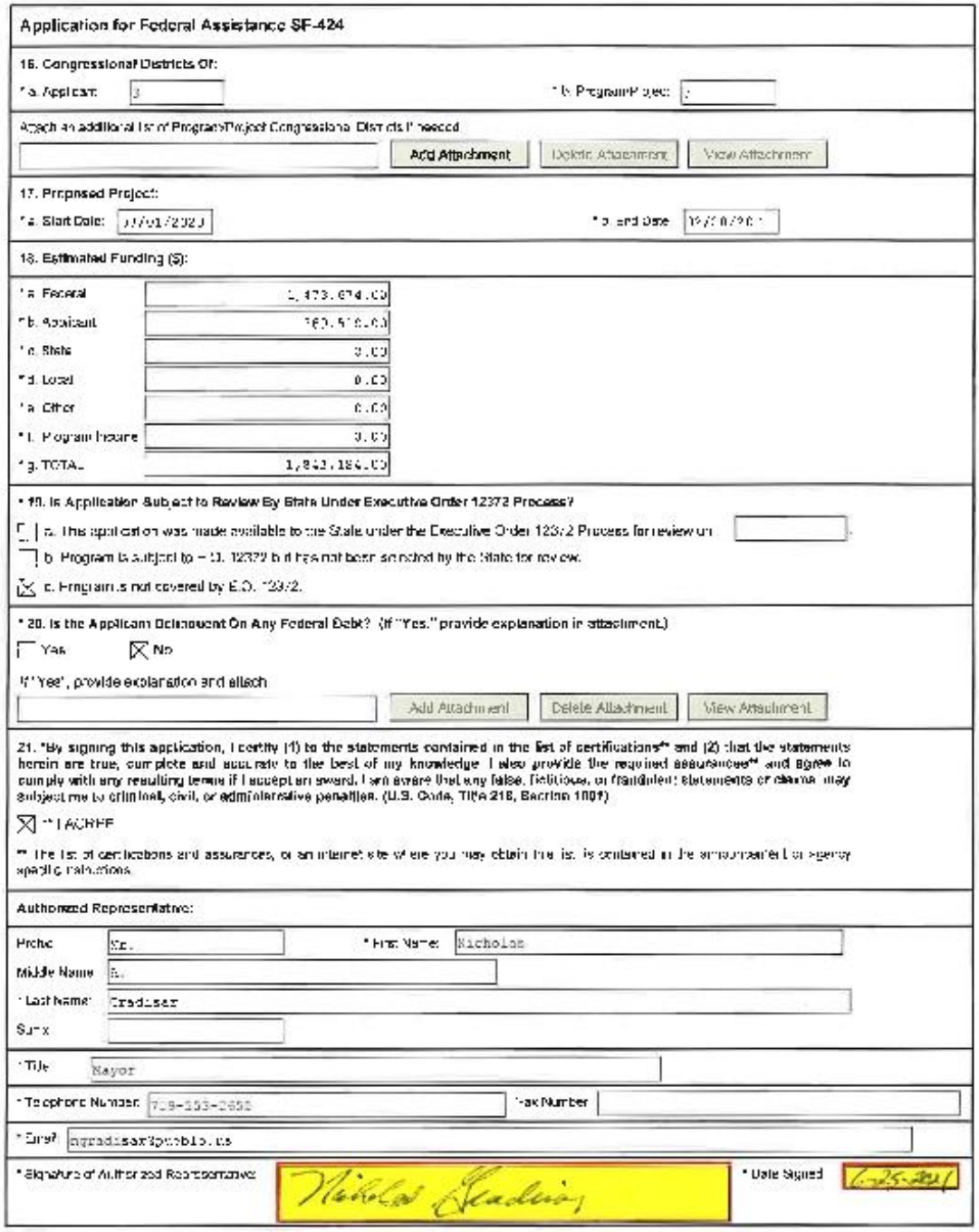
Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

Community Development Block Grant (CDBG) funds to assist the City of Pueblo with housing and community development activities.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3 * b. Program/Project: 3

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2020 * b. End Date: 06/30/2021

18. Estimated Funding ($):

* a. Federal	1,473,674.00
* b. Applicant	160,510.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	1,842,184.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Nicholas
Middle Name:	E.
* Last Name:	Gradisar
Suffix:	
* Title:	Mayor
* Telephone Number:	719-553-2888
Fax Number:	
* Email:	ngradisar@pueblo.us
* Signature of Authorized Representative:	Nicholas E Gradisar
* Date Signed:	6-25-2020

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. We comply or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Nicholas Gradisar	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Pueblo	6-25-2021

SF-424 1 (Rev 7-97) Back

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

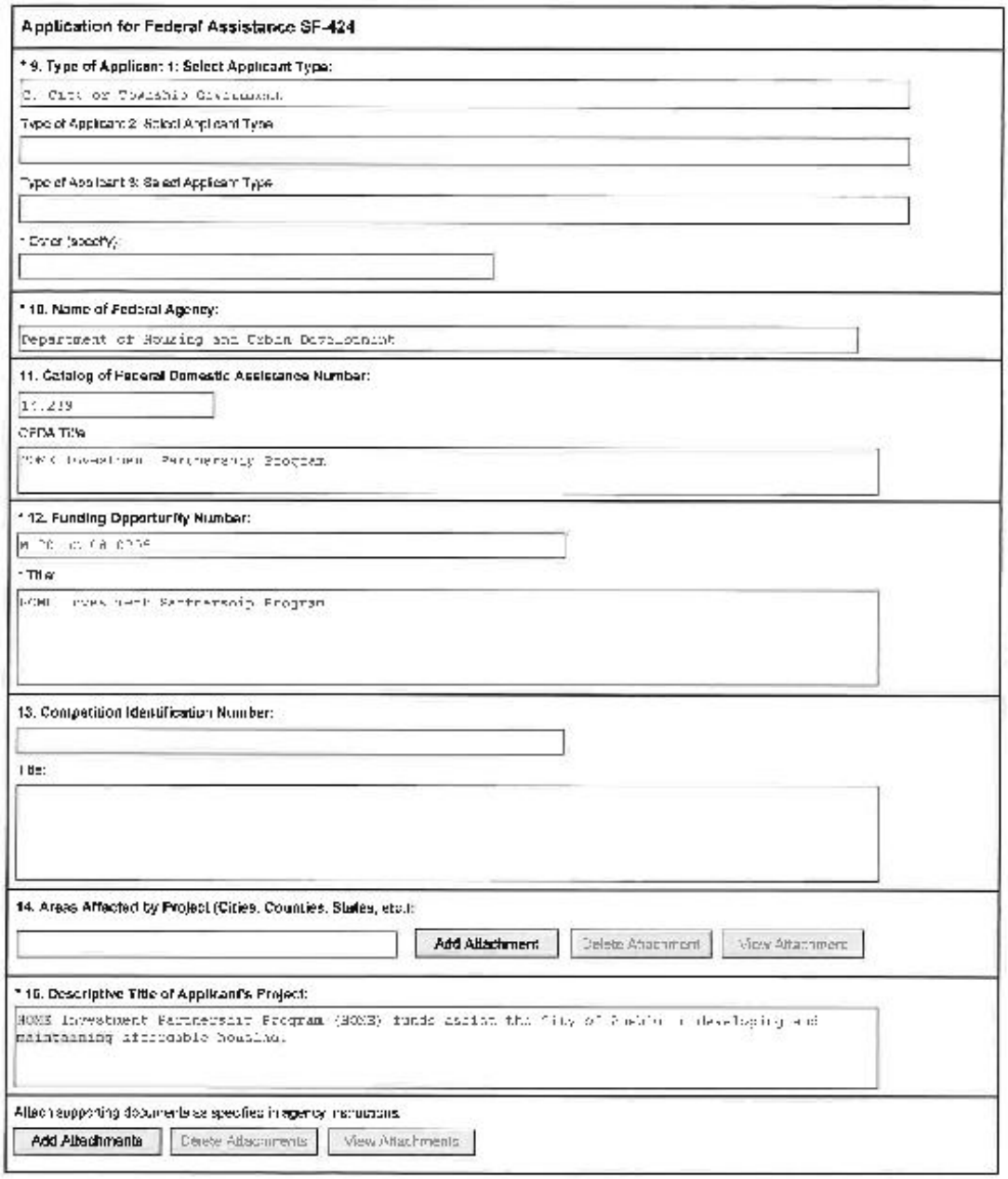
* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application: ☒ New ☐ Continuation ☐ Revision
	* If Revision, select appropriate letter(s):
	* Other (Specify):
* 3. Date Received: 7/9/2021	4. Applicant Identifier:
5a. Federal Entity Identifier:	5b. Federal Award Identifier:
State Use Only:	
6. Date Received by State:	7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Pueblo	
* b. Employer/Taxpayer Identification Number (EIN/TIN):	c. Organizational DUNS:
d. Address:	
* Street1:	1 City Hall Place
Street2:	
* City:	Pueblo
County/Parish:	
* State:	CO: Colorado
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	81003-4127
e. Organizational Unit:	
Department Name:	Housing and Human Services
Division Name:	

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:	Mr.
* First Name:	Bryan
Middle Name:	Austin
* Last Name:	Gallagher
Suffix:	
Title:	Director
Organizational Affiliation:	
* Telephone Number:	719-553-2343
Fax Number:	
* Email:	bgallagher@pueblo.us



Application for Federal Assistance SF-424

* 9. Type of Applicant 1: Select Applicant Type:

C. City or Township Government

Type of Applicant 2: Select Applicant Type

Type of Applicant 3: Select Applicant Type

* Other (specify):

* 10. Name of Federal Agency:

Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.239

CFDA Title

HOME Investment Partnership Program

* 12. Funding Opportunity Number:

M-20-MC-08-0239

* Title

HOME Home Investment Partnership Program

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

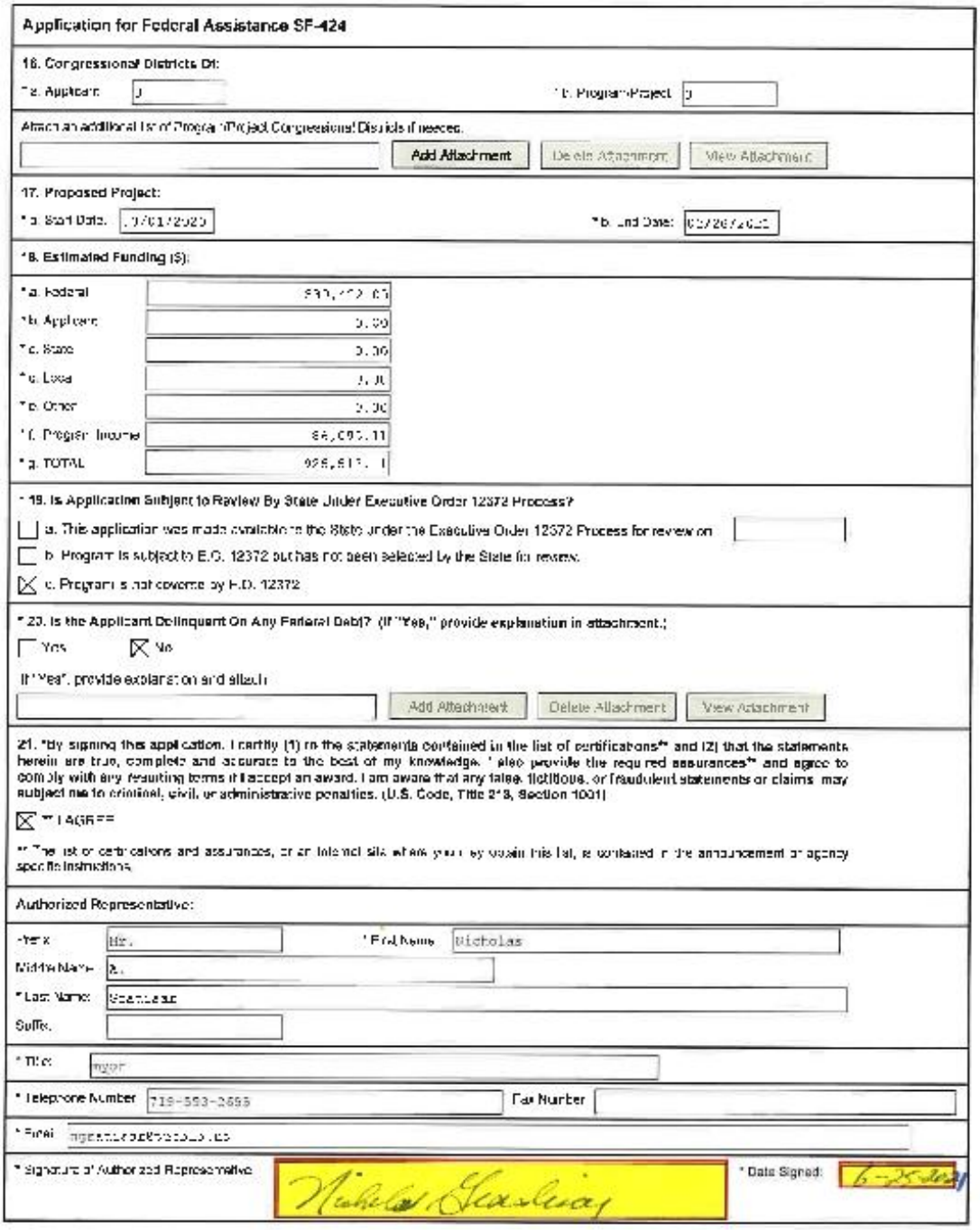
Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

HOME Investment Partnership Program (HOME) funds assist the City of Pueblo in developing and maintaining affordable housing.

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: 3 * b. Program/Project: 3

Attach an additional List of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 07/01/2020 * b. End Date: 06/30/2021

* 18. Estimated Funding ($):

* a. Federal	891,772.00
* b. Applicant	0.00
* c. State	0.00
* d. Local	0.00
* e. Other	0.00
* f. Program Income	66,039.11
* g. TOTAL	957,811.11

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Nicholas
Middle Name:	A.
* Last Name:	Severinsen
Suffix:	
* Title:	mayor
* Telephone Number:	719-553-2555
Fax Number:	
* Email:	nseverinsen@pueblo.us
* Signature of Authorized Representative:	Nicholas A. Severinsen
* Date Signed:	6-25-20

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0043), Washington, DC 20503.

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NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect; (2) Procuring a commercial sex act during the period of time that the award is in effect; or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Nicholas Gradisar	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Pueblo	6-25-2021

SF 424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

6-25-2021
Date

Mayor

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation – It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan – It is following a current consolidated plan that has been approved by HUD.

Use of **Funds** – It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2020 , a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint -- Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws -- It will comply with applicable laws.

Signature of Authorized Official

6-25-2021
Date

Mayor

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

6-25-2021
Date

Mayor

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

6-25-2021
Date

Mayor

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING CERTIFICATION:

Lobbying Certification

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.

Certifications and Assurances

CDBG-CV Funds

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

* 1. Type of Submission: ☐ Preapplication ☒ Application ☐ Changed/Corrected Application	* 2. Type of Application ☒ New ☐ Continuation ☐ Revision	* If Revision, select appropriate letter(s) * Other (Specify):
* 3. Date Received: 7/9/2021	4. Applicant Identifier: COBG-CV	
5a. Federal Entry Identifier:	5b. Federal Award Identifier: B-20-MC-08-0007	
State Use Only:		
6. Date Received by State:	7. State Application Identifier:	

8. APPLICANT INFORMATION:

* a. Legal Name: City of Pueblo	
* b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000615	* c. UEI: [illegible]

d. Address:

* Street1:	City Hall Plaza
Street2:	
* City:	Pueblo
County/Parish:	
* State:	CO: Colorado
Province:	
* Country:	USA: UNITED STATES
* Zip / Postal Code:	81003-4297

e. Organizational Unit:

Department Name: Housing and Citizen Services	Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.	* First Name: Bryan
Middle Name:	
* Last Name: Gallagher	
Suffix:	
Title: Director	
Organizational Affiliation:	
* Telephone Number: 719-553-2315	Fax Number:
* Email: bgallagher@pueblo.us	

Application for Federal Assistance SF-424

* 8. Type of Applicant 1: Select Applicant Type:

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify)

* 10. Name of Federal Agency:

U.S. Department of Housing and Urban Development

11. Catalog of Federal Domestic Assistance Number:

14.218

CFDA Title

Community Development Block Grant - Entitlement

* 12. Funding Opportunity Number:

B-20-MC-08-0019

* Title

Community Development Block Grant - CV Funds

13. Competition Identification Number:

Title

14. Areas Affected by Project (Cities, Counties, States, etc.):

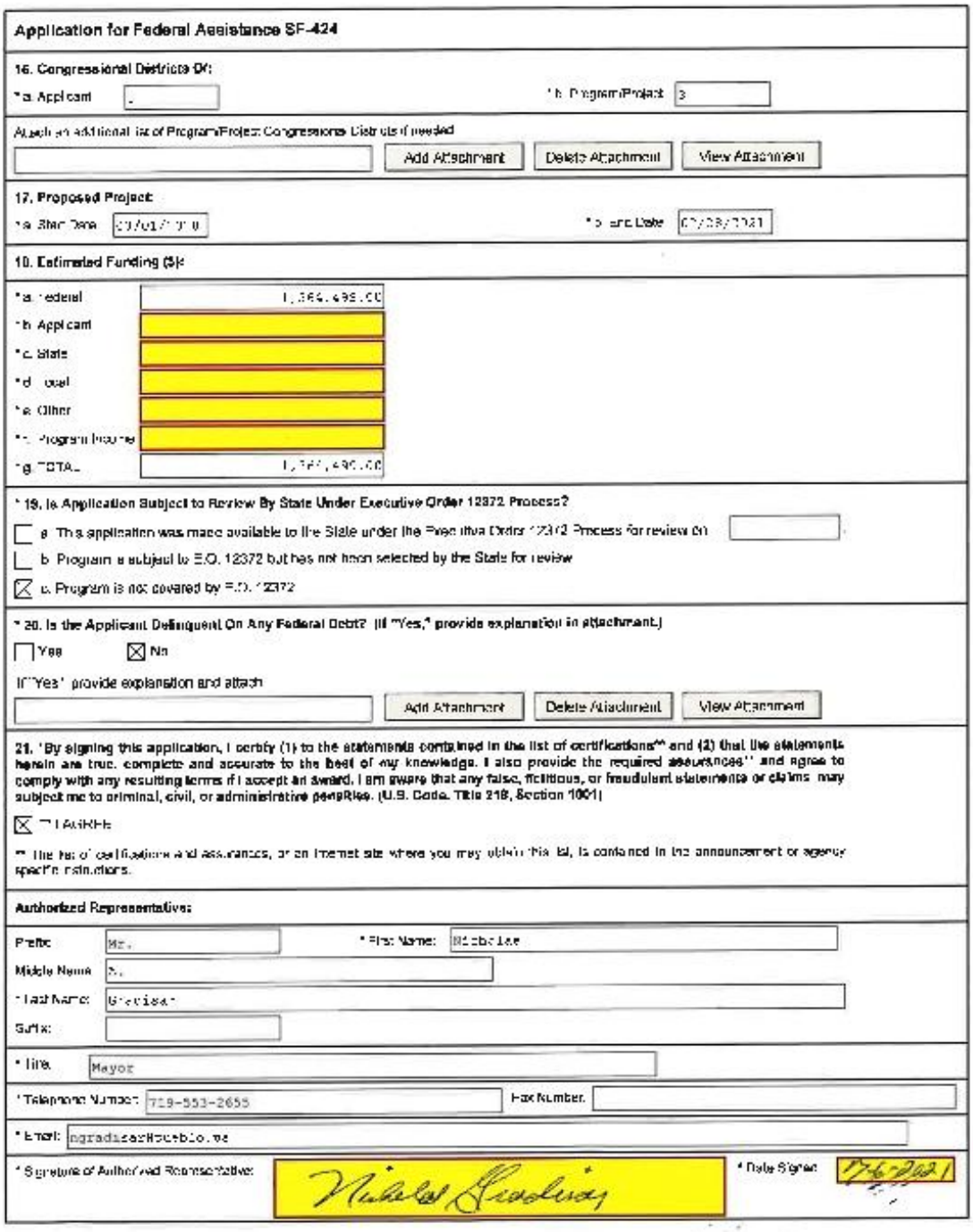
Add Attachment | Delete Attachment | View Attachment

* 15. Descriptive Title of Applicant's Project:

Community Development Block Grant funds to prepare, prevent, and respond to the effects of COVID-19

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments



Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant [-] * b. Program/Project [3]

Attach an additional list of Program/Project Congressional Districts if needed

[ ] Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date [07/01/2021] * b. End Date [06/30/2022]

18. Estimated Funding ($):

* a. Federal	1,364,695.00
* b. Applicant	
* c. State	
* d. Local	
* e. Other	
* f. Program Income	
* g. TOTAL	1,364,695.00

* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on [ ]

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review

☒ c. Program is not covered by E.O. 12372

* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)

☐ Yes ☒ No

If "Yes" provide explanation and attach

[ ] Add Attachment | Delete Attachment | View Attachment

21. * By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ ** I AGREE

** The list of certifications and assurances, or an Internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Nicholas
Middle Name:	J.
* Last Name:	Gradisar
Suffix:	
* Title:	Mayor
* Telephone Number:	719-553-2655
Fax Number:	
* Email:	ngradisar@pueblo.us
* Signature of Authorized Representative:	Nicholas Gradisar
* Date Signed:	7-6-2021

ASSURANCES - CONSTRUCTION PROGRAMS

OMB Number: 4040-0009
Expiration Date: 02/28/2022

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0042), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant:, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statutes relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the application.

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11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally-assisted construction subagreements.

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

20. Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits grant award recipients or a sub-recipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Nicholas Gradisar	Mayor
APPLICANT ORGANIZATION	DATE SUBMITTED
City of Pueblo	6-25-2021

SF-424D (Rev. 7-97) Back

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan – It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601–4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 – It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

6-25-2024
Date

Mayor

Specific Community Development Block Grant Certifications

The Entitlement Community certifies that:

Citizen Participation -- It is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105.

Community Development Plan -- Its consolidated plan identifies community development and housing needs and specifies both short-term and long-term community development objectives that have been developed in accordance with the primary objective of the CDBG program (i.e., the development of viable urban communities, by providing decent housing and expanding economic opportunities, primarily for persons of low and moderate income) and requirements of 24 CFR Parts 91 and 570.

Following a Plan -- It is following a current consolidated plan that has been approved by HUD.

Use of Funds -- It has complied with the following criteria:

1. Maximum Feasible Priority. With respect to activities expected to be assisted with CDBG funds, it has developed its Action Plan so as to give maximum feasible priority to activities which benefit low- and moderate-income families or aid in the prevention or elimination of slums or blight. The Action Plan may also include CDBG-assisted activities which the grantee certifies are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community, and other financial resources are not available (see Optional CDBG Certification).

2. Overall Benefit. The aggregate use of CDBG funds, including Section 108 guaranteed loans, during program year(s) 2020 (CV funds) [a period specified by the grantee of one, two, or three specific consecutive program years], shall principally benefit persons of low and moderate income in a manner that ensures that at least 70 percent of the amount is expended for activities that benefit such persons during the designated period.

3. Special Assessments. It will not attempt to recover any capital costs of public improvements assisted with CDBG funds, including Section 108 loan guaranteed funds, by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements.

However, if CDBG funds are used to pay the proportion of a fee or assessment that relates to the capital costs of public improvements (assisted in part with CDBG funds) financed from other revenue sources, an assessment or charge may be made against the property with respect to the public improvements financed by a source other than CDBG funds.

In addition, in the case of properties owned and occupied by moderate-income (not low-income) families, an assessment or charge may be made against the property for public improvements financed by a source other than CDBG funds if the jurisdiction certifies that it lacks CDBG funds to cover the assessment.

Excessive Force -- It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

Compliance with Anti-discrimination laws – The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601-3619) and implementing regulations.

Lead-Based Paint – Its activities concerning lead-based paint will comply with the requirements of 24 CFR Part 35, Subparts A, B, J, K and R.

Compliance with Laws – It will comply with applicable laws.

Signature of Authorized Official

6-25-2021
Date

Mayor

OPTIONAL Community Development Block Grant Certification

Submit the following certification only when one or more of the activities in the action plan are designed to meet other community development needs having particular urgency as specified in 24 CFR 570.208(c):

The grantee hereby certifies that the Annual Plan includes one or more specifically identified CDBG-assisted activities which are designed to meet other community development needs having particular urgency because existing conditions pose a serious and immediate threat to the health or welfare of the community and other financial resources are not available to meet such needs.

Signature of Authorized Official

6-25-2021
Date

Mayor

Appendix - Alternate/Local Data Sources

1	**Data Source Name** test
	List the name of the organization or individual who originated the data set. test
	Provide a brief summary of the data set. test
	What was the purpose for developing this data set? test
	How comprehensive is the coverage of this administrative data? Is data collection concentrated in one geographic area or among a certain population?
	What time period (provide the year, and optionally month, or month and day) is covered by this data set?
	What is the status of the data set (complete, in progress, or planned)?

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City Clerk's Office Item # R2

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: July 14, 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 AND ADOPTING THE CITY OF PUEBLO'S FIVE-YEAR 2025-2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

SUMMARY:

This Ordinance approves the 2025-2029 Consolidated Plan and the 2025 Annual Action Plan as presented. The Action Plan contains the funding recommendations made by the Citizens' Advisory Committee (CAC) and Staff.

PREVIOUS COUNCIL ACTION:

The City Council has not taken any previous action on this matter.

BACKGROUND:

As an entitlement city, the City of Pueblo is required by the U.S. Department of Housing and Urban Development (HUD) to complete an Annual Action Plan for each year of the Consolidated Plan. This Consolidated Plan for 2025-2029 outlines goals the City will take in the administration of the Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding. The Annual Action Plan, along with accompanying documentation, serves as the City's application to HUD for the 2025 CDBG and HOME funding.

A public meeting was held on July 16, 2024, to gather citizen input and hear applicant presentations for the 2025 Annual Action Plan. HUD Community Planning and Development (CPD) Notice 25-02 requested that the annual action plan not be submitted

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before the publication of grantee FY25 allocations, which HUD released in May 2025. The City provided public notice regarding the availability of the Draft 2025-2029 Consolidated Plan and the 2025 Annual Action Plan, which was published on June 10, 2025, and will remain open for public review until July 14, 2025, at 9:00 a.m., allowing for a thirty-day public comment period. A second public meeting is scheduled to take place during the final reading of this ordinance on July 14, 2025.
Copies of the plan are publicly available at the City Clerk's Office, the Division of Housing and Citizen Services (Department), and the City's website.

FINANCIAL IMPLICATIONS:

The City anticipates receiving $1,432,469.00 in CDBG funding and $ 877,545.14 in HOME Consortium grant funding. The HOME Consortium grant is shared with Pueblo County on an 87%/13% City/County basis. The HOME grant requires a 25% match. The City's portion this year is $176,057.49.

BOARD/COMMISSION RECOMMENDATION:

The Citizens Advisory Committee (CAC) has recommended that the City Council approve the activities outlined in the 2025 Action Plan and presented its recommendations to Council during Work Session on May 15, 2025.

STAKEHOLDER PROCESS:

The following stakeholder processes were undertaken by the Department. Starting May 1, 2024 through May 31, 2024, applications for grant funding were made available to the community. Public hearings were held before the Citizens Advisory Committee (CAC) on July 16, 2024. The public hearings were open for public comments, and for funding applicants to present their requests to the CAC. The CAC deliberations were held on August 13, 2024. This was an open meeting, but opportunity for public comment is not provided. The 30-day comment period began June 10, 2025, with the publication of a public notice in *The Pueblo Chieftain* on June 10, 2025.

ALTERNATIVES:

The City Council can choose to not apply for the CDBG and HOME grants, in which case a number of community services and community projects will need to find alternative funding or not happen.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Draft 2025 Annual Action Plan
2. 2025 Final Attachment A
3. Draft 2025-2029 Consolidated Plan

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ORDINANCE NO. 10985

AN ORDINANCE APPROVING AND ADOPTING THE CITY OF PUEBLO'S FIVE-YEAR 2025-2029 CONSOLIDATED PLAN AND THE 2025 ANNUAL ACTION PLAN FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND THE HOME INVESTMENT PARTNERSHIP ACT GRANT (HOME), AUTHORIZING THE MAYOR OF THE CITY OF PUEBLO TO SUBMIT THE APPLICATION TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES, AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, AND APPROPRIATING AND BUDGETING CDBG AND HOME FUNDS THEREFORE

WHEREAS, the City of Pueblo is designated as an entitlement city under the Housing and Community Development Act of 1974, and will receive Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grants (HOME) for fiscal year 2025; and

WHEREAS, entitlement cities are required to complete a Five-Year Consolidated Plan for consideration of funding approval; and

WHEREAS, the City's Division of Housing and Citizen Services has completed the required plan, outlining the needs and priorities of the City, and the strategies to be undertaken to help address the expressed needs; and

WHEREAS, the City of Pueblo conducted a citizen participation process that included two public hearings within the City of Pueblo in addition to a third public hearing before City Council to obtain the views of citizens, non-profit and neighborhood groups on the City's housing and community needs;

WHEREAS, a copy of the 2025-2029 Five-Year Consolidated Plan, which contains the 2025 Annual Action Plan, was made available to the general public for a 30-day public comment period. All public comments have been incorporated into the Plan; NOW, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the City of Pueblo's 2025-2029 Consolidated Plan and 2025 Annual Action Plan, as required by HUD, is hereby approved, adopted, and incorporated herein.

SECTION 2.

The Mayor is hereby authorized to submit, in the name of the City of Pueblo, the applications (SF-424/SF-424D) and the 2025 Action Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development for $1,432,469.00 in 2025 CDBG funds and $877,545.14 in 2025 HOME funds.

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SECTION 3.

CDBG funds in the amount of $1,432,469.00 and HOME funds in the amount of $877,545.14, the 2025 allocation, are hereby budgeted and appropriated for the projects and in the amounts set forth in the 2025 Action Plan. A list of the recommended projects is herein included as Attachment A.

SECTION 4.

The HOME Program requires local matching funds. The City's portion of matching funds for the 2025 year is $176,057.49. During the 2025 budget process, $200,000.00 was budgeted and appropriated for the HOME match.

SECTION 5.

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

SECTION 6.

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 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 June 23, 2025.

Final adoption of Ordinance by City Council on July 14, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 7/16/2025 | 8:23 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: AB83A43B-FA94-4F43-AD61-7088263B4F11

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
_____
City Clerk

Certificate Of Completion

Envelope Id: AB83A43B-FA94-4F43-AD61-7088263B4F11
Status: Completed
Subject: Complete with Docusign: Ordinance_10985.docx
Source Envelope:
Document Pages: 5
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Clyde Bishop
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Pueblo, CO 81003
cbishop@pueblo.us
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7/15/2025 10:49:53 AM
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cbishop@pueblo.us
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Signer Events	Signature	Timestamp
Mark Aliff MAliff@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by: Mark Aliff B7A4F51823AB462... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 7/15/2025 10:51:20 AM Viewed: 7/15/2025 12:08:05 PM Signed: 7/15/2025 12:08:12 PM
Electronic Record and Signature Disclosure: Accepted: 7/15/2025 12:08:05 PM ID: fca64602-a48e-4577-aa95-77b848406137		
Heather Graham HGraham@pueblo.us Mayor - Security Level: Email, Account Authentication (None)	Signed by: Heather Graham 3A85950B7BCA462... Signature Adoption: Pre-selected Style Using IP Address: 147.136.248.50	Sent: 7/15/2025 12:08:14 PM Viewed: 7/16/2025 8:23:04 AM Signed: 7/16/2025 8:23:12 AM
Electronic Record and Signature Disclosure: Accepted: 7/16/2025 8:23:04 AM ID: 7f6ce53b-3cde-4543-b729-584cbe954111		
Marisa Stoller MStoller@pueblo.us City Clerk City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by: 7C02EBDFFC3D43C... Signature Adoption: Uploaded Signature Image Using IP Address: 147.136.248.50	Sent: 7/16/2025 8:23:14 AM Viewed: 7/16/2025 8:53:17 AM Signed: 7/16/2025 8:53:25 AM
Electronic Record and Signature Disclosure: Accepted: 12/3/2021 2:21:37 PM ID: d4b20520-f52e-4781-a288-ed72c1cbf692		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2025 10:51:20 AM
Certified Delivered	Security Checked	7/16/2025 8:53:17 AM
Signing Complete	Security Checked	7/16/2025 8:53:25 AM
Completed	Security Checked	7/16/2025 8:53:25 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Pueblo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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To advise City of Pueblo of your new email address

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ii. send us an email to pueblocovidloans@pueblo.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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City Clerk's Office Item # R3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE AMENDING SECTION 15-2-8 OF CHAPTER 2 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO FEES FOR METERED PARKING IN MUNICIPAL PARKING LOTS AND PROVIDING PENALTIES FOR VIOLATION THEREOF

SUMMARY:

This Ordinance amends the fees for metered parking in municipal parking lots and garages to increase fees from $0.50 per hour to $1.00 per hour.

PREVIOUS COUNCIL ACTION:

On May 27, 2008, City Council approved an Ordinance to amend Section 8 of Chapter 2 of Title XV of the Pueblo Municipal Code to increase fees for metered parking in municipal parking lots and garages within the City of Pueblo.

BACKGROUND:

Currently the City Ordinance authorizes $0.50 per hour for all municipal parking lots and garages. This Ordinance change would bring the fee to $1.00 per hour for all metered parking spaces in lots and garages. Charging a higher hourly fee will allow the City to implement electronic payment by smartphone.

FINANCIAL IMPLICATIONS:

A projected increase of $3,000.00 dollars annually is expected from existing parking meters. The cost of the new installation of a parking meter is expected to decrease from $5,000.00 to $50.00.

BOARD/COMMISSION RECOMMENDATION:

None.

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STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to pass this Ordinance will hinder the ability of the parking enterprise to generate revenue to support itself. The use of a text-to-pay meter system will not be possible due to convenience fee structures. This limits the tools available to the Department of Public Works to address parking concerns in high-density regions.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

None

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ORDINANCE NO. 10986

AN ORDINANCE AMENDING SECTION 15-2-8 OF CHAPTER 2 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO FEES FOR METERED PARKING IN MUNICIPAL PARKING LOTS AND PROVIDING PENALTIES FOR VIOLATION THEREOF

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

SECTION 1.

Section 15-2-8 of the Pueblo Municipal Code is amended to read as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 15-2-8. **Fees.**

It shall be unlawful to park any vehicle upon any metered municipal parking lot without paying the fee provided therefor. The fee shall be **[**fifty cents ($0.50)**]** **one dollar ($1.00)** each hour**[s].**

SECTION 2.

Any person who shall violate Section 15-2-8 of the Pueblo Municipal Code shall be punished as provided in Title XI of the Pueblo Municipal Code.

SECTION 3.

This Ordinance shall become effective upon final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 23, 2025.

Final adoption of Ordinance by City Council on July 14, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: D8815FF7-65F9-40C1-9868-A4978A97641C

Action by the Mayor:

☒ Approved on 7/16/2025 | 8:23 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA402...
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

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In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

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Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
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Payment Events	Status	Timestamps

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City Clerk's Office Item # R4

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 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
Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE THROUGH THE CONVERSION OF TWO (2) VACANT POSITIONS WITHIN THE PUBLIC WORKS DEPARTMENT

SUMMARY:

The Public Works Director, with Mayor Graham's approval, requests to convert two vacant positions within the Public Works Department to better meet operational needs.

1. Traffic Signal Technician to Traffic Utility Worker III
2. Sr. Facilities Maintenance Technician converted to Facilities Maintenance Technician

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:

1. Traffic Signal Technician converted to Traffic Utility Worker III

The Public Works Department proposes converting one currently vacant Traffic Signal Technician position to the classification of Traffic Control Utility III. The Public Works Traffic Division is staffed with a total of 8 personnel, of which includes 3 (2 Filled/1 Vacant Funded) Traffic Signal Technicians, 1 Traffic Control Utility III, 2 (1 Vacant Funded/1 Vacant Unfunded) Traffic Control Utility II, and 2 Signs & Marking Specialists.

This position conversion will align staffing to the current workload. In 2023, the City terminated its maintenance service contract with Pueblo County and CDOT of 47 traffic signals. This lowered the City's total traffic signal service requirement by

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approximately 1/3. As a result of this position conversion, the Supervisor will have the flexibility to focus division effort to the Signs and Marking section. Signs and Markings maintains a high workload demand; this is especially true during the summer months when the Division is focused on painting and striping of public rights-of-way.

2. Sr. Facilities Maintenance Technician converted to Facilities Maintenance Technician

The Public Works Department proposes to convert a currently vacant Senior Facilities Maintenance Technician position to a new journey-level classification of Facilities Maintenance Technician. The Public Works Maintenance Division employs 10 maintenance professionals across six different construction trades: two Painters, two Carpenters, two HVAC Technicians, one Plumber, one Electrician, two Senior Facilities Maintenance Technicians (one of which is vacant), and one Maintenance Superintendent. Additionally, the division employs one temporary worker.

The Senior Facility Maintenance Technicians are responsible for conducting 11 monthly elevator inspections, over 120 annual backflow preventer certifications, and support other trades as necessary to maintain and repair over 300 city-owned facilities. This workload equates to approximately 30 buildings per employee without considering the specialized skills of each employee. In 2024, the division responded to 1,206 trouble or maintenance calls received and completed and carried over a backlog of 1,448 work requests.

Converting the currently approved vacancy will enable the City to hire a journey-level maintenance professional to assist with the workload. This conversion will better align with the existing structure of the division, provide additional flexibility with work assignments.. An ancillary benefit of creating this classification is that it establishes a career ladder for individuals in the City who are currently pursuing or have pursued professional trades licensure.

FINANCIAL IMPLICATIONS:

This is zero net change to staffing levels within the Public Works Department. No additional funding is required to accomplish the desired staffing changes.

The cost to convert the Traffic Signal Technician to a Traffic Utility Worker III is a straight conversion with no cost. Both positions share the same salary range.

The cost to convert (downgrade) the Sr. Facilities Maintenance Technician to a Facilities Maintenance Technician, a new classification, is anticipated to generate salary savings of approximately $12,406 on an annual basis.

Traffic Utility Worker III	- $0 (no cost)
Facilities Maintenance Technician	- $13,146 (savings)

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Estimated Savings **- $13,146 (savings)**

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no action alternative would be to retain the current staffing levels, which would eliminate any opportunity to re-balance staff workload and enhance departmental efficiencies.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

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ORDINANCE NO. 10987

AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE THROUGH THE CONVERSION OF TWO (2) VACANT POSITIONS WITHIN THE PUBLIC WORKS DEPARTMENT

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the Public Works Department; NOW, THEREFORE,

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

SECTION 1.

The following sections captioned “Public Works – Public Buildings,” and “Public Works-Traffic Control,” of Ordinance No. 10852 being the 2025 Staffing Ordinance, is amended as follows:

The following positions shall be authorized for FY 2025:

Public Works - Public Buildings	
Facilities Maintenance Superintendent	1
Carpenter	2
Electrician	1
Facilities Maintenance Technician	1
HVAC Technician	2
Painter	2
Plumber	1
Senior Facilities Maintenance Technician	[2]1
Total	**11**

Public Works - Traffic Control	
Traffic Control Supervisor	1
Traffic Control Utility Worker II	1
Traffic Control Utility Worker III	[1]2
Traffic Signal Technician	[3]2
Traffic Signs & Marking Specialist	2
Total	**8**

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.

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SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2025 Budget and staffing with respect to the allocation of positions within the Public Works 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 June 23, 2025.

Final adoption of Ordinance by City Council on July 14, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 7/16/2025 | 8:24 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

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City Clerk

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Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2025 10:54:15 AM
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From time to time, City of Pueblo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Pueblo:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: pueblocovidloans@pueblo.us

To advise City of Pueblo of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at pueblocovidloans@pueblo.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Pueblo

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to pueblocovidloans@pueblo.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Pueblo

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to pueblocovidloans@pueblo.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Pueblo as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Pueblo during the course of your relationship with City of Pueblo.

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City Clerk's Office Item # R5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 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
Charles Roy, Acting Director of Public Works

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2025 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR FACILITIES MAINTENANCE TECHNICIAN

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 Facilities Maintenance Technician.

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:

This position will be responsible for providing skilled maintenance support for the licensed and certified trades workers within the Buildings and Facilities Division of the Public Works Department in support of the City's 300 City-owned facilities.

This position will be a classified, bargaining position part of the general services Pueblo Association of Government Employees (PAGE) union and will be subject to all hiring procedures under Civil Services rules and regulations.

FINANCIAL IMPLICATIONS:

No additional funding is required in 2025 to fill this position. The position change will result in salary savings of approximately $13,146 on an annual basis.

BOARD/COMMISSION RECOMMENDATION:

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None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The suggested change establishes the 2025 salary range for the classification of Facilities Maintenance Technician. If this ordinance is not approved, and assuming the establishment of the 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

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ORDINANCE NO. 10988

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2025 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR FACILITIES MAINTENANCE TECHNICIAN

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

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2025 pay scale for the classification of Non-Profit Compliance Coordinator.

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

B. The monthly pay range for the classification of Facilities Maintenance Technician tor for 2025

CITY OF PUEBLO SALARY SCHEDULE
2025 MONTHLY SALARY SCHEDULE - GENERAL SERVICE (NON-EXEMPT)

CLASS TITLE	*Entrance*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*	*Step 10*
(A) GENERAL SERVICE										
Facilities Maintenance Technician	3794.05	3887.40	4077.09	4266.82	4405.30	4450.92	4510.23	4571.06	4631.87	5144.84

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 June 23, 2025.

Final adoption of Ordinance by City Council on July 14, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: A7DA409D-D051-435A-B07F-52F627C5F8D0

Action by the Mayor:

☒ Approved on 7/16/2025 | 8:24 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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Certificate Of Completion

Envelope Id: A7DA409D-D051-435A-B07F-52F627C5F8D0
Status: Completed
Subject: Complete with Docusign: Ordinance_10988.docx
Source Envelope:
Document Pages: 4
Signatures: 3
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Clyde Bishop
230 S Mechanic
Pueblo, CO 81003
cbishop@pueblo.us
IP Address: 208.82.107.130

Record Tracking

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Signer Events	Signature	Timestamp
Mark Aliff MAliff@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by: Mark Aliff B7A4F51823AB462... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 7/15/2025 10:55:48 AM Viewed: 7/15/2025 12:09:54 PM Signed: 7/15/2025 12:10:02 PM
Electronic Record and Signature Disclosure: Accepted: 7/15/2025 12:09:54 PM ID: 643a7f4b-54eb-4aa8-86d7-07f6b376fa64		
Heather Graham HGraham@pueblo.us Mayor - Security Level: Email, Account Authentication (None)	Signed by: Heather Graham 3A85950B7BCA462... Signature Adoption: Pre-selected Style Using IP Address: 147.136.248.50	Sent: 7/15/2025 12:10:03 PM Viewed: 7/16/2025 8:24:18 AM Signed: 7/16/2025 8:24:28 AM
Electronic Record and Signature Disclosure: Accepted: 7/16/2025 8:24:18 AM ID: ac9885ca-8665-4026-997e-619f56f00b95		
Marisa Stoller MStoller@pueblo.us City Clerk City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by: 7C02EBDFFC3D43C... Signature Adoption: Uploaded Signature Image Using IP Address: 147.136.248.50	Sent: 7/16/2025 8:24:29 AM Viewed: 7/16/2025 8:52:32 AM Signed: 7/16/2025 8:52:41 AM
Electronic Record and Signature Disclosure: Accepted: 12/3/2021 2:21:37 PM ID: d4b20520-f52e-4781-a288-ed72c1cbf692		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2025 10:55:48 AM
Certified Delivered	Security Checked	7/16/2025 8:52:32 AM
Signing Complete	Security Checked	7/16/2025 8:52:41 AM
Completed	Security Checked	7/16/2025 8:52:41 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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PUEBLO CITY-COUNTY LIBRARY DISTRICT, CITY OF PUEBLO, AND PUEBLO COUNTY, COLORADO
AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT PURSUANT TO §24-90-107(2), C.R.S.

THIS PUEBLO CITY-COUNTY LIBRARY DISTRICT, CITY OF PUEBLO, COLORADO, AND PUEBLO COUNTY, COLORADO, AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT PURSUANT TO §24-90-107(2), C.R.S. (**"Agreement"**) is executed as of the last date written below, by PUEBLO CITY-COUNTY LIBRARY DISTRICT, a political subdivision of the State of Colorado ("**PCCLD"**), CITY OF PUEBLO, COLORADO, a Colorado home rule municipality (**"City"**), and COUNTY OF PUEBLO, COLORADO**,** a political subdivision of the State of Colorado (**"County"**) (PCCLD, City, and County being singularly referred to as "Party" and jointly referred to as "Parties").

RECITALS

A. PCCLD is organized and operated as a library district pursuant to the provisions of Article 90, Title 24, C.R.S., to provide library services within the jurisdictional boundaries of the City of Pueblo, Colorado and Pueblo County, Colorado; and

B. City is a home rule municipality within Pueblo County, Colorado; and

C. County is a statutory county and political subdivision of the State of Colorado operating pursuant to Title 30, C.R.S; and

D. During 1968 and 1969, various separate and joint actions of City and County resulted in creation of what was then known as Pueblo Regional Library District, effective January 1, 1969; and

E. Subsequent action by the Board of Trustees of Pueblo Regional Library District changed the library district's name to PCCLD; and

F. Section 24-90-107(2)(e), C.R.S., requires a written agreement between PCCLD, City, and County which:

> "shall set forth fully the rights, obligations, and responsibilities, financial and otherwise, of all parties to the agreement, including provisions concerning: (I) The transition from the library to a library district, such as ownership of the library's real and personal property, personnel, and the provision of administrative services during the transition; (II) The method of trustee selection; and (III) Such other necessary terms and conditions as may be determined by the parties."; and

G. In 1969 City and PCCLD entered into a written agreement (**"1969 Agreement"**) concerning the initial use/ownership of City real and
personal property by PCCLD for the provision of free, quality library services, City

payment of certain ongoing expenses of that personal and real property, subject to reimbursement by PCCLD, and the obligation of PCCLD to impose a property tax mill levy at a sufficient rate beginning in 1969 and thereafter sufficient for PCCLD to provide free, quality library services to the citizens of City and County; and

H. Since 1969, City has transferred ownership of all real and personal property used by City prior to 1969 to provide library services to PCCLD; and

I. Pursuant to §24-90-108, C.R.S., City and County have appointed the Board of Trustees of PCCLD through a committee process utilizing members of City Council and Board of County Commissioners with subsequent ratification of recommended trustee appointments by action of the City Council and the Board of County Commissioners; and

J. The Parties are entering into this Agreement to create a unified document which recognizes and ratifies many of the historical practices of the Parties with respect to the operation of PCCLD, while recognizing PCCLD's financial and operational independence under its Board of Trustees in the provision of free, quality library services to the citizens of City and County.

NOW, THEREFORE, IN CONSIDERATION of the above recitals, the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties agree as follows:

AGREEMENT

1. Incorporation of Recitals. The foregoing Recitals are incorporated by reference into this Agreement.

2. Amendment and Replacement of Prior Written Agreements. The Parties agree that this Agreement amends and replaces any prior written agreements between or among the Parties with regard to the subject matter contained in this Agreement.

3. Obligations with Respect to Operation of PCCLD. The Parties recognize and acknowledge that PCCLD currently operates as an independent political subdivision of the State of Colorado in the provision of free, quality library services to the citizens of City and County. The Parties further recognize and acknowledge that the provisions of the 1969 Agreement have been fully executed. The Parties agree that PCCLD will befully responsible for the management of PCCLD's affairs pursuant to §24-90-101, et seq., C.R.S.

4. Method of Trustee Selection.

(a) The City and the County will appoint the Trustees of PCCLD through a committee comprised of up to two members from the Board of County Commissioners and up to two members from the City Council ("Selection Committee") pursuant to §24-90-108(2)(c), C.R.S. The Selection Committee will fill vacancies to the PCCLD Board of Trustees, subject to ratification by the County and the City pursuant to §24-90-108, C.R.S.,

as amended. PCCLD may appoint one member of its Board of Trustees or the PCCLD Executive Director to observe the Selection Committee process as a non-voting, *ex officio* member of the Selection Committee by:

(b) The PCCLD Board of Trustees will assist in the appointment process

(c) Advising the City and County of an existing or impending vacancy. PCCLD will provide written notice of expiring terms and vacancies to the City and County;

5. PCCLD may request a schedule from the Selection Committee for the selection process and include with the request, draft proposed interview questions for review and consideration by the Selection Committee; and

(a) PCCLD may notify known individuals of an opening on the Board of Trustees and if requested by the City, PCCLD will assist with the advertising, public outreach and notice of the opportunity for the appointment.

(b) The City or County shall:

(i) Collect applications, compile information and submit the information to the Selection Committee in preparation for interviews;

(ii) Seek candidates that are representative of the community served; and

(iii) Complete the selection process before the beginning of a Trustee term.

(c) Anyone selected to serve on the Board of Trustees will be required to acknowledge and pledge to support and promote the principals set forth in the American Library Association Library Bill of Rights and the Affirmation of Ethics Statement for Library Trustees in section 01.02.02.F1 of the PCCLD Policy Manual, Governance, Board of Trustees Bylaws and Ethics, copies of which are attached as Exhibit A.

(d) The Selection Committee will recommend one applicant for each open seat on the PCCLD Board of Trustees for ratification by the County and City. In the event a nominee is rejected, the Selection Committee may choose to nominate another candidate from the current selection process or to begin the search process anew.

6. Removal of Trustees.

(a) A PCCLD Trustee may be removed only by majority vote of the appointing legislative bodies upon a showing of good cause as defined in, but not limited to the PCCLD Bylaws adopted by the Board of Trustees and Colorado law. Pursuant to the Bylaws revised and adopted by the Board of Trustees on or about August 27, 2015, good cause shall be shown if a Trustee:

(i) Fails to attend any combination of seven regular scheduled Board meetings or regular scheduled work sessions in a calendar year;

(ii) Is found guilty of gross neglect of duties;

(iii) Is convicted of a crime involving moral turpitude;

(iv) Violates a statute or ordinance which results, or could result, in serious damage to the Pueblo Library District's property or interests; or

(v) Refuses to sign the Ethics Statement.

(b) If a member of the PCCLD Board of Trustees is removed as provided above, the vacancy will be filled for the remainder of the term in the manner set forth in paragraph 4 above.

7. Term and Withdrawal. The term of this Agreement shall be through the end of the year in which it is entered, and this Agreement shall be automatically renewed for additional one (1) year terms in perpetuity; provided, however, the City or County may withdraw from this Agreement upon one hundred and eighty (180) days written notice to the other parties. In such an event, the withdrawal of that Party shall be effective at the end of the current calendar year.

8. Notices. Any formal notice, demand or request pursuant to this Agreement shall be in writing and shall be deemed properly served, given or made, if delivered in person or sent by certified mail postage prepaid to the Parties at the addresses listed by the signatures below or as otherwise modified pursuant to this Section.

9. Amendments. This Agreement may be amended only by written mutual agreement and consent of the parties hereto.

10. Severability. In the event that any of the terms, covenants or conditions of this Agreement or their application shall be held invalid as to any person, entity or circumstance by any court having competent jurisdiction, the remainder of this Agreement and the application in effect of its terms, covenants or conditions to such persons, entities or circumstances shall not be effected thereby.

11. Waiver. The waiver by any Party of any breach by any other Party of any term, covenant or condition contained in this Agreement shall not be deemed to be a waiver of any subsequent breach of the same or other term, covenant, or condition.

12. Entire Agreement. This Agreement embodies the complete agreement between the Parties regarding the subject matter herein and supersedes all prior agreements and understandings, if any.

13. Section Headings. The section headings in this Agreement are inserted for convenience and are not intended to indicate completely or accurately the contents of the Sections they introduce, and shall have no bearing on the construction of the Sections they introduce.

14. No Third-Party Beneficiaries. The Parties to this Agreement do not intend to benefit any person not a party to this Agreement. No person or entity, other than the Parties to his Agreement, shall have any right, legal or equitable, to enforce any provision of this Agreement.

15. Duly Authorized Signatories. By execution of this Agreement, the undersigned each individually represent that he or she is duly authorized to execute and deliver this Agreement and that the subject Party shall be bound by the signatory's execution of this Agreement.

16. Counterparts, Electronic Signatures and Electronic Records. This Agreement may be executed in two counterparts, each of which shall be an original, but all of which, together, shall constitute one and the same instrument. The Parties consent to the use of electronic signatures and agree that the transaction may be conducted electronically pursuant to the Uniform Electronic Transactions Act, § 24-71.3-101, *et seq.*, C.R.S.

EXECUTED as of the date first written above.

PUEBLO CITY-COUNTY LIBRARY DISTRICT

By: _____
President

Address: 100 E. Abriendo Avenue
Pueblo, Colorado 81004

Date: _____

Attest:

_____
Rose Jubert, Secretary

CITY OF PUEBLO, COLORADO

By: _____
Heather Graham, Mayor

Address: 1 City Hall Place
Pueblo, Colorado 81003

Date: _____

Attest:

_____
Marisa Stoller, City Clerk

COUNTY OF PUEBLO, COLORADO

By: _____
Chair, Board of County Commissioners

Address: 215 W. 10th Street
Pueblo, Colorado 81003

Date: _____

Attest:

_____
Candice Rivera, County Clerk and Recorder

EXHIBIT A LIBRARY BILL OF RIGHTS

The American Library Association affirms that all libraries are forums for information and ideas, and that the following basic policies should guide their services.

I. Books and other library resources should be provided for the interest, information, and enlightenment of all people of the community the library serves. Materials should not be excluded because of the origin, background, or views of those contributing to their creation.

II. Libraries should provide materials and information presenting all points of view on current and historical issues. Materials should not be proscribed or removed because of partisan or doctrinal disapproval.

III. Libraries should challenge censorship in the fulfillment of their responsibility to provide information and enlightenment.

IV. Libraries should cooperate with all persons and groups concerned with resisting abridgment of free expression and free access to ideas.

V. A person's right to use a library should not be denied or abridged because of origin, age, background, or views.

VI. Libraries which make exhibit spaces and meeting rooms available to the public they server should make such facilities available on an equitable basis, regardless of the beliefs or affiliations of individuals or groups requesting their use.

VII. All people, regardless of origin, age, background, or views, possess a right of privacy and confidentiality in their library use. Libraries should advocate for, educate about, and protect people's privacy, safeguarding all library use data, including personally identifiable information.

Adopted June 19, 1939, by the ALA Council; amended October 14, 1944; June 18, 1948; February, 2, 1961; June 27, 1967; January 23, 1980; January 29, 2019. Inclusion of "age" reaffirmed January 23, 1996.

Although the Articles of the *Library Bill of Rights* are unambiguous statements of basic principles that should govern the service of all libraries, questions do arise concerning application of these principles to specific library practices. See the documents designated by the Intellectual Freedom Committee as Interpretations of the Library Bill of Rights (http://www.ala.org/advocacy/intfreedom/librarybill/interpretations).

PUEBLO CITY-COUNTY Library District

www.pueblolibrary.org

01.02.02.F1 Affirmation of Ethics Statement for Public Library Trustees

Each member of the Board of Trustees annually affirms his/her commitment to the Ethics Statement for Public Library Trustees which states:

Trustees in the capacity of trust upon them, shall observe ethical standards with absolute truth, integrity and honor. While there may be several ways to reflect compliance with ethical standards, the Pueblo City-County Library District has developed the following guidelines, derived from Colorado law.

Trustees must not derive any financial benefit by reason of their position as a member of the Board of Trustees, although they may be compensated for reasonable expenses incurred in the performance of their duties.

While a board member, a Trustee cannot contract with the District for the provision of services.

Trustees must not disclose or use confidential information acquired in the course of their official duties to further their personal financial interests.

Trustees cannot accept a gift exceeding $50.00 in value in any calendar year (i) if doing so would improperly influence a reasonable person to depart from the faithful and impartial discharge of public duties or (ii) which the Trustee knows or which a reasonable person in the position should know under the circumstances is primarily for the purpose of rewarding the Trustee for official action the Trustee has taken.

Trustees must not engage in a financial transaction for private business purposes with a person whom the Trustee supervises in the course of the Trustees' official duties.

Any Trustee who has a personal or private interest in any matter proposed or pending before the Board of Trustees shall disclose such interest to the Board and shall not vote thereon and shall refrain from attempting to influence the decision of the other members of the body in voting on the matter. A Trustee may vote if his/her vote is necessary for the Board to act if he/she discloses the private interest in a filing to the Secretary of State.

Trustees must clearly distinguish, in their actions and statements, the personal philosophies and attitudes of the Trustee versus those of the institution, recognizing the formal position of the Board, even if a Trustee personally disagrees with the formal position the Board has taken.

Trustees must be prepared to support to the fullest the efforts of librarians in resisting censorship of library materials by groups or individuals.

Trustees who accept library board responsibilities are expected to perform all of the functions of library trustees.

See *Also:* Colorado *Revised Statute 24-18-104*

Signed this __day of _____, 20_.

ATTEST:

_____ _____

Member of the Library Board of Trustees Board Secretary

Docusign Envelope ID: 881F4CE1-76D3-4E53-BD2D-C962E7453C85

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 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 APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, PUEBLO COUNTY, AND THE PUEBLO CITY-COUNTY LIBRARY DISTRICT FOR THE SELECTION OF TRUSTEES TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD

SUMMARY:

Attached is an Ordinance approving an Intergovernmental Agreement by and between the City of Pueblo, Pueblo County, and the Pueblo City-County Library District pursuant to C.R.S. §24-90-107(2).

PREVIOUS COUNCIL ACTION:

On January 27, 1969, by Ordinance No. 3240, City Council established the Pueblo Regional District Library and approved an intergovernmental agreement for the operation of the same. On January 23, 1978, by Resolution No. 4123, City Council recognized and ratified the joint creation of the Pueblo Regional Library District by the City of Pueblo and Pueblo County nunc pro tunc January 1, 1969 by joint Resolution dated July 15, 1968.

BACKGROUND:

The Pueblo City-County Library District ("PCCLD") was created by the City of Pueblo and Pueblo County on or about July 15, 1968. Originally, the City and County provided all buildings, equipment, and library materials for PPCLD and funded its operation. Through mill levies, PPCLD generated sufficient income to become self-sustaining. Over time, the City transferred ownership of all real and personal property used to provide library services to PCCLD. PCCLD operates pursuant to Colorado statute, C.R.S. §24-90-101 *et seq.* While the City no longer financially subsidizes PCCLD, it continues to have a role in the selection of trustees to serve on PCCLD's Board of Trustees. The City and County make up the selection committee that nominates members of the public to vacant seats on the Board of Trustees. Pursuant

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to statute, the appointees to the library board of trustees are appointed by the mayor with the consent of the legislative body. See C.R.S. §24-90-108(2)(a). The attached intergovernmental agreement sets forth the process by which Trustees have been, and will continue to be nominated, appointed and removed.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City and County will continue the current process.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Proposed Library IGA Pursuant to 24-90-107(2) C.R.S.

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ORDINANCE NO. 10989

AN ORDINANCE APPROVING AN AMENDED AND RESTATED INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, PUEBLO COUNTY, AND THE PUEBLO CITY-COUNTY LIBRARY DISTRICT FOR THE SELECTION OF TRUSTEES TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD

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

SECTION 1.

The Amended and Restated Intergovernmental Agreement by and between the City of Pueblo, Pueblo County, and the Pueblo City-County Library District, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the intergovernmental agreement in the name of the City and the Acting City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Lease which are necessary or desirable to effectuate the transactions described therein.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 23, 2025.

Final adoption of Ordinance by City Council on July 14, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 881F4CE1-76D3-4E53-BD2D-C962E7453C85

Action by the Mayor:

☒ Approved on 7/17/2025 | 10:46 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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

Certificate Of Completion

Envelope Id: 881F4CE1-76D3-4E53-BD2D-C962E7453C85
Status: Completed
Subject: Complete with Docusign: Ordinance_10989.docx, Proposed Library IGA Pursuant to 24-90-107(2) C.R...
Source Envelope:
Document Pages: 13
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Clyde Bishop
230 S Mechanic
Pueblo, CO 81003
cbishop@pueblo.us
IP Address: 208.82.107.130

Record Tracking

Status: Original
7/15/2025 10:55:56 AM
Holder: Clyde Bishop
cbishop@pueblo.us
Location: DocuSign

Signer Events	Signature	Timestamp
Mark Aliff MAliff@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by: Mark Aliff B7A4F51823AB462... Signature Adoption: Pre-selected Style Using IP Address: 147.136.248.50	Sent: 7/15/2025 12:15:44 PM Viewed: 7/15/2025 1:22:42 PM Signed: 7/15/2025 1:22:49 PM
Electronic Record and Signature Disclosure: Accepted: 7/15/2025 1:22:42 PM ID: 3f7b07ff-461a-408a-8bb7-f3b704c9a3ad		
Heather Graham HGraham@pueblo.us Mayor - Security Level: Email, Account Authentication (None)	Signed by: Heather Graham 3A85950B7BCA462... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 7/15/2025 1:22:50 PM Resent: 7/17/2025 10:44:29 AM Viewed: 7/17/2025 10:45:51 AM Signed: 7/17/2025 10:46:05 AM
Electronic Record and Signature Disclosure: Accepted: 7/17/2025 10:45:51 AM ID: 666ae501-a08f-45ec-828d-6b43a6fd3c03		
Marisa Stoller MStoller@pueblo.us City Clerk City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by: 7C02EBDFFC3D43C... Signature Adoption: Uploaded Signature Image Using IP Address: 2600:100e:b03a:d686:e89b:945c:c0c2:8130 Signed using mobile	Sent: 7/17/2025 10:46:06 AM Viewed: 7/17/2025 11:20:23 AM Signed: 7/17/2025 11:20:43 AM
Electronic Record and Signature Disclosure: Accepted: 12/3/2021 2:21:37 PM ID: d4b20520-f52e-4781-a288-ed72c1cbf692		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	7/15/2025 12:15:44 PM
Certified Delivered	Security Checked	7/17/2025 11:20:23 AM
Signing Complete	Security Checked	7/17/2025 11:20:43 AM
Completed	Security Checked	7/17/2025 11:20:43 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Pueblo (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Pueblo:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: pueblocovidloans@pueblo.us

To advise City of Pueblo of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at pueblocovidloans@pueblo.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Pueblo

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to pueblocovidloans@pueblo.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Pueblo

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to pueblocovidloans@pueblo.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Pueblo as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Pueblo during the course of your relationship with City of Pueblo.

LAND LEASE

This Lease ("Lease") is effective upon the date it is fully executed as evidenced by the date last signed on the signature page (the "**Effective Date**"), by and between City of Pueblo, Colorado, located at 1 City Hall Place, Pueblo, Colorado 81003 ("**Landlord**") and Pivotal Space Inc., d/b/a Leap, a Delaware corporation, with its principal place of business located at 1460 Overlook Dr, Suite 118, Lafayette, CO 80026 as described in Exhibit A attached hereto and incorporated herein, ("**Tenant**").

City of Pueblo owns and operates the property ~~("**Premises"),~~ located at ~~8~~611 Jetway Court, Pueblo, Colorado 81001, in Pueblo County, Colorado.

~~For and in~~In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the 611 Jetway Court, Pueblo, Colorado 81001, described in Exhibit A – Lease and Description Premises ("**Premises**"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit B and incorporated herein.

Commented [JR1]: 611 Jetway Court assigned by GIS 6/3/2026

2. Business Purpose. The Premises shall be used for hot fire engine testing, and other aviation and aerospace uses. This is improved land under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

a. The land, and the leasehold interest created hereby are to be used solely for aeronautical and aerospace-related purposes, including but not limited to parking, storing, and maintaining air and space craft, and other activities associated with air and space craft ownership and engine testing. The tenancy created hereby is subject to the terms of this Lease and all applicable federal, state and local laws and ordinances. The Minimum Standards shall be provided by the Landlord to the Tenant in writing upon the approval of this Lease and thereafter from time to time as they are amended.

Commented [HG2]: I recommend defining this term unless it is a term of art with a common definition.

3. Improvement Construction. Tenant shall construct the Buildings and Improvements as noted in Exhibit A - Improvement Construction. Tenant shall commence improvement construction no later than nine months after the date this Lease is fully executed. Landlord may terminate this Lease in the event Tenant fails to commence the improvement construction within nine months of the date this Lease is fully executed. Additional improvements may be made by Tenant to the Premises during the term of this Lease subject to the terms and conditions of this Lease. In the event Tenant fails to timely complete the improvement construction and Landlord terminates this Lease as a result of said failure, all improvements to the Premises shall be the property of Landlord. Nothing in this Lease shall be interpreted as granting any land use approvals for the improvement construction or Tenant's use of the Premises. Tenant shall be solely responsible, at its sole cost, for applying for and receiving any necessary land use approvals and/or permits from the jurisdiction with land use authority and/or the FAA, including,

Commented [HG3]: If a term is capitalized, I would prefer it be defined. Rather than building and improvements, it seems we are describing either the Premises or the Site Plan in exhibit B.

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but not limited to, building permits, grading permits, stormwater approvals, and any other land use approval.

4. Landlord agrees to the following:

a. Subject to applicable land use requirements, Tenant may import construction fill dirt from a location designated by Landlord at no cost for the fill dirt. However, Landlord does not guarantee or otherwise reserve this material and will not be liable if it is unavailable.

Commented [JR4]: Is fill dirt available? Aviation would like this clause removed.

5. Term. The initial term of this Lease is set forth in Exhibit A - Term. Thereafter, provided the Tenant is in full compliance with the terms of the Lease and the Landlord has determined that the Premises is structurally sound and commercially viable, the Lease may be extended ~~Three~~ (3) ~~additional~~ for up to three (3) separate three (3) year renewal termss ("**Lease Renewal Term**"). ~~are available provided the Tenant is in full compliance with the terms of the Lease and the Landlord has determined that the Premises is, structurally sound and commercially viable.~~

Commented [HG5]: This contradicts exhibit A. Exhibit A refers to a single three year extension. This clause contemplates three additional three year extensions for a potential 9 year addition. Please amend language to reflect actual intent.

6. Rent. The rent for the Premises shall be as set forth in Exhibit A - Rent. Rent payment shall be made ~~at~~ XXXXto the City of Pueblo Finance Department, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. For rent payments received more than ten days after the annual due date, Tenant shall also pay a monthly late charge equal to five percent (5%) of the rent due and any accrued late charges for each and every month beyond the annual rent due date for which there is an unpaid rent and/or late charge balance due.

a. Future Rental Periods. Commencing the first year of any Lease Renewal Term ~~fourth year of the Lease~~, and every year thereafter, the annual rental sum shall be increased by by $0.01/SQFT~~3% and shall be~~ calculated using the square footage shown in section 6 of Exhibit A, the Premises. ~~It is understood that if the Landlord performs a market study for lease rates and the Lease rate falls 15% below the then determined market rate, then Landlord shall issue notice to Tenant of the new market rent rate which will then be due from Tenant within 60 days or the next scheduled rental payment whichever is longer.~~

7. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises. Colorado taxable possessory interest ("**PIT**") as defined under CRS 39-1-103 (17)(a)(II)(A) will be assessed.

8. Occupancy. Occupancy of the premises shall at all times comply with applicable zoning laws and ~~or~~ ordinances of the authorities having jurisdiction of the ~~site~~ Premises. Failure to

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comply shall with applicable zoning laws or ordininces ~~or the Occupancy may~~ shall be deemed as a breach of the Tenant's obligations of this lease.

9. Repair and Maintenance.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly, and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Pueblo County and the City of Pueblo.

b. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of Section 27 below shall apply.

c. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

d. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Premises in accordance with all applicable federal, state, local statutes, regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Premises or property adjacent through activities of the Tenant, the Tenant shall be solely responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

e. Pavement: At its sole expense, the Tenant shall repair and maintain all paved or concrete areas of the Premises and their subsurface in a safe and structurally sound condition, pursuant to the City of Pueblo Roadway Classificcation Design Standards and Policies.

10. Use. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose or any purpose beyond the scope of Section 2.

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11. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee, or other liquidator is appointed for the Tenant, the Landlord may terminate this Lease.

12. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

13. Access. The Tenant shall allow the Landlord and/or its agent's access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of City of Pueblo building inspectors under existing law.

14. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "C" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall deem the Tenant's policy to be primary and not seek contribution of any kind from Landlord and shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

15. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

16. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall be primary and not seek contribution from the Landlord and further shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than $1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

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17. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in Section 16, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

18. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other purposes. If it does so, it shall compensate the Tenant for the value of the remaining original Lease term, if the condemnation occurs during that term, and for the value of the remaining then-current Lease term extension, if the condemnation occurs during a Lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties.

19. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Premises is permanently abandoned by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in Section 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

20. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements made to the Premises, except for any pavement, asphalt, or concrete and the gate access points that may exist on the Premises at the time of termination. Removal shall be coordinated with Landlord so as to not leave any unwanted debris and or improperly terminated utilities. Alternatively, and at Landlord's sole option and upon written notice from Landlord to Tenant exercising said option, Tenant shall convey the improvements to Landlord at no-cost. Any improvements not removed by Tenant upon termination of this Lease, and not conveyed to Landlord as set forth in this section, shall be deemed abandoned and may be

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disposed of by Landlord at Tenant's sole cost. Tenant must satisfy and remove all mortgages, liens, or other encumbrances prior to conveying the property to Landlord.

21. Notices. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

~~XXXXX~~
~~XXXXXXXXXX~~
City of Pueblo Department of Aviation
31201 Bryan Circle Suite 200
Pueblo, CO 81001

With additional copies ~~Copy t~~To:

~~XXXXXXXXXX~~
City of Pueblo Law Department
101 ~~South Union Avenue~~W. Riverwalk
Pueblo, CO 81003

City of Pueblo Public Works
211 East D Street
Pueblo, CO 81003

City of Pueblo Finance Department
~~101 South Union Avenue~~1 City Hall Place
Pueblo, CO 81003

TENANT

Pivotal Space, Inc. dab LEAP
Attn: Michael Manuel, Chief Financial Officer
Phone: 321-217-7272
Email: mike@leapspace.one
~~See Exhibit A – Notices to Tenant.~~

Commented [HG6]: Please provide a physical mailing address in addition to e-mail.

or to such other addresses as the parties may designate to each other in writing.

22. Governmental Fees. All fees due under applicable law to any city, county, or state on account of any inspection made of the Premises shall be paid by the Tenant.

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23. Default and Re-Entry. Unless resulting from events described in Sections 18 or 19, above, the Tenant's violation of any of its obligations hereunder other than failure to pay rent shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. In the event Tenant fails to pay rent within ten days of the due date, Landlord may terminate this Lease immediately. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law, including obtaining Landlord's attorney fees and costs.

24. Non-waiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

25. Holding Over. If the landlord allows the Tenant to continue using the leasehold after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

26. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises and, to the extent of Landlord's actual knowledge, the Premises is not contaminated by hazardous substances.

27. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like and engine testing purposes. Tenant shall transport, use, store and dispose of fuel petroleum products, and all other materials, including but not limited to hazardous materials, owned or used by it on the Premises in accordance with all applicable federal, state, local, regulations, laws, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the property, the Tenant shall be responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so the Landlord may take any reasonable and appropriate action in the Tenant's stead. The Tenant shall pay the cost of such remedial action by the Landlord.

28. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Pueblo County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

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29. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of the Premises.

30. Notice of Proposed Construction. Tenant shall file all applicable forms including the required city, county and local jurisdictional authorities at least 30 days prior to the date of proposed construction.

31. Site Plan. Where reference is made in this Lease to a plot plan or site plan, it is understood and agreed between the parties that such plan must include as a minimum those matters hereinafter set forth and shall be in the form of a scale drawing of the entire Premises with all those matters set forth to scale and legible thereon:

a. Location of all structures and sizes thereof, together with size and location of any future structures, which may be placed on the Premises;
b. Location of all roads, driveways, entrances, and exits;
c. Location of all parking areas and description of method of delineating such areas by curbs or other methods;
d. Location of all utilities and, in case of underground utilities, mention thereof;
e. Interior and exterior drainage;
f. Location and type of all fencing and gates;
g. Site and exterior building lighting;
h. Location of taxiway ingress and egress.
i. Any changes will be memorialized on subsequent site plan(s).

32. Legal Description. At the completion of any building or structure, Tenant is responsible for providing Landlord with a surveyed legal description of the site and structures, including the location of utilities. If CAD or shape files are available, they shall be shared with the Landlord. If the legal description is greater than 5% or less than 5% of the square footage of the building or structure, the legal description shall be used to compute land lease fees effective with the effective date of this Lease.

33. Compliance with Non-Discrimination and Civil Rights Laws. The Tenant agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, and all pertinent statutes, Executive Orders, and other laws and rules promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This obligation shall be a covenant running with the land and is binding upon all any successor in interest to Tenant.

The forgoing Lease is entered into on the date signed by the Landlord.

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TENANT:

Pivotal Space

By: _____
Landon Luick

Its: Chief Operating Officer

Date: xx-xx-, 2025_____

LANDLORD:

City of Pueblo

By: _____
~~Chair~~Mayor

Date: _____

ATTEST:

City of Pueblo Attorney's Office
Approved to form:

By: _____
City Attorney's Office

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Exhibit A

Tenant - Tenant – Pivotal Space, located at ~~8~~ 611 Jetway Court, Pueblo, Colorado 81001

Section 1 - Lease and Description of Improvements: XXXXXX Need legal description

a) Total site size measuring 550' by 120' or approximately 66,000 total square feet.
b) Concrete pad dimensions as indicated on Exhibit B attached hereto at Tenant's expense.
c) Northward extension of Jetway Court approximately 440 feet to southern airport fence line at Tenant's expense.
d) Gate installation at intersection of southern airport fence line and Jetway Court at Tenant's expense.
e) Installation of 220v/120amp electrical power drop placed at 13' X 60' pad.

Section 2 - Term: Three (3) year lease with option to extend another Three (3) years.

Section 3 - Rent: The initial rent payment shall be due and payable at the issuance of the Building Permit, or one hundred and twenty (120) days after the Effective Date of the Lease, whichever comes first. The initial rent payment shall be prorated from the initial rent payment due date through the remainder of the initial calendar year based on the full lease rate of $.30 per square foot divided by 365 days, multiplied by the number of days remaining in the calendar year.

Annual Rent for all subsequent years is due and payable on January 1st of each year at the full lease rate of $ 0.30 square feet as shown on Exhibit "B".

Section 4 - Notices to Tenant:

Pivotal Space, Inc. dab LEAP
Attn: Michael Manuel, Chief Financial Officer
Phone: 321-217-7272
Email: mike@leapspace.one

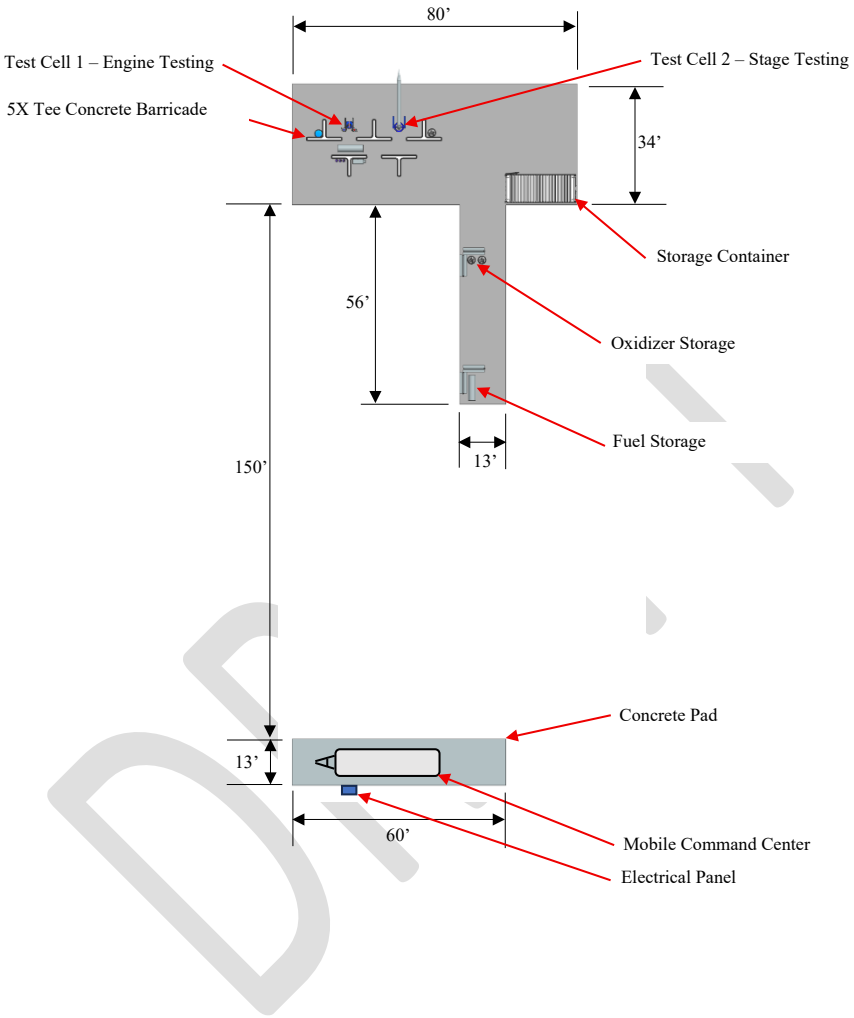
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Exhibit B

Module 3 - Preliminary Site Plan Configuration

Improvements and depiction are accurate as of the date created.




80’
Test Cell 1 – Engine Testing
Test Cell 2 – Stage Testing
5X Tee Concrete Barricade
34’
Storage Container
56’
Oxidizer Storage
Fuel Storage
13’
150’
Concrete Pad
13’
60’
Mobile Command Center
Electrical Panel

The Tenant and all Based Businesses will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit. Coverage to include:

A. Premises
B. Products/Completed Operations
C. Broad Form Comprehensive, General Liability
D. City of Pueblo as Additional Insured
E. Waiver of Subrogation in favor of City of Pueblo

II. Comprehensive Automobile Liability

In the amount of not less than $1,000,000 combined single limit for bodily injury and property damage.

Coverage to include:

A. City of Pueblo as Additional Insured.

B. Waiver of Subrogation in favor of City of Pueblo

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under this contract. Coverage to include:

- Waiver of Subrogation in favor of City of Pueblo
- General Liability $1,000,000.00 per occurrence
- Lessee shall also guarantee that Lessee's guests have minimum insurance coverage as follows:
  - $50,000 Bodily Injury, $100,000 Per Incident, and $30,000 Property Damage.

Certificate of Insurance

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The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

All referenced insurance policies and/or certificates of insurance shall be issued to include that the tenant's policy is primary and will not seek contributions from the Landlord and that the City of Pueblo is listed as "additional insured". **The name of the Lease, address and expiration date must appear on the certificate of insurance.**

Certificate Wording: City of Pueblo and all of its board, officers, employees, and agents are included as additional insureds on a primary and non-contributory basis on all applicable policies listed on this certificate. A waiver of subrogation is extended to City of Pueblo on all applicable policies listed on this certificate.

a. Underwriters shall have no right of recovery or subrogation against City of Pueblo; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

b. The clause entitled "Other Insurance Provisions" contained in any policy including City of Pueblo as an additional named insured shall not apply to City of Pueblo.

c. The insurance companies issuing the policy or policies shall have no recourse against City of Pueblo for payment of any premiums due or for any assessments under any form or any policy.

d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

e. All insurance coverage shall be placed with insurance companies having no less than an A- AM Best Rating.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification. Landlord reserves the right to review and modify the insurance requirements, including limits, based upon the passage of time, changes in the nature of the risk or other relevant circumstances.

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Docusign Envelope ID: 21740CEE-082A-49D8-9869-D216D22DCA48

LAND LEASE

This Lease ("Lease") is effective upon the date it is fully executed as evidenced by the date last signed on the signature page (the "**Effective Date**"), by and between City of Pueblo, Colorado, located at 1 City Hall Place, Pueblo, Colorado 81003 ("**Landlord**") and Pivotal Space Inc., d/b/a Leap, a Delaware corporation, with its principal place of business located at 1460 Overlook Dr, Suite 118, Lafayette, CO 80026 as described in Exhibit A attached hereto and incorporated herein, ("**Tenant**").

City of Pueblo owns and operates the property located at 611 Jetway Court, Pueblo, Colorado 81001, in Pueblo County, Colorado.

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the 611 Jetway Court, Pueblo, Colorado 81001, described in Exhibit A – Lease and Description Premises ("**Premises**"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit B and incorporated herein.

2. Business Purpose. The Premises shall be used for hot fire engine testing, and other aviation and aerospace uses. This is improved land under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

a. The land, and the leasehold interest created hereby are to be used solely for aeronautical and aerospace-related purposes, including but not limited to parking, storing, and maintaining air and space craft, and other activities associated with air and space craft ownership and engine testing. The tenancy created hereby is subject to the terms of this Lease and all applicable federal, state and local laws and ordinances.

3. Improvement Construction. Tenant shall construct the improvements as noted in Exhibit A and depicted in Exhibit B. Tenant shall commence improvement construction no later than nine months after the date this Lease is fully executed. Landlord may terminate this Lease in the event Tenant fails to commence the improvement construction within nine months of the date this Lease is fully executed. Additional improvements may be made by Tenant to the Premises during the term of this Lease subject to the terms and conditions of this Lease. In the event Tenant fails to timely complete the improvement construction and Landlord terminates this Lease as a result of said failure, all improvements to the Premises shall be the property of Landlord. Nothing in this Lease shall be interpreted as granting any land use approvals for the improvement construction or Tenant's use of the Premises. Tenant shall be solely responsible, at its sole cost, for applying for and receiving any necessary land use approvals and/or permits from the jurisdiction with land use authority and/or the FAA, including, but not limited to, building permits, grading permits, stormwater approvals, and any other land use approval.

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4. Term. The initial term of this Lease is set forth in Exhibit A - Term. Thereafter, provided the Tenant is in full compliance with the terms of the Lease and the Landlord has determined that the Premises is structurally sound and commercially viable, the Lease may be extended for up to three (3) separate three (3) year renewal terms ("**Lease Renewal Term**").

5. Rent. The rent for the Premises shall be as set forth in Exhibit A - Rent. Rent payment shall be made to the City of Pueblo Finance Department, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. For rent payments received more than ten days after the annual due date, Tenant shall also pay a monthly late charge equal to five percent (5%) of the rent due and any accrued late charges for each and every month beyond the annual rent due date for which there is an unpaid rent and/or late charge balance due.

a. Future Rental Periods. Commencing the first year of any Lease Renewal Term, and every year thereafter, the annual rental sum shall be increased by $0.01/SQFT calculated using the square footage shown in section 6 of Exhibit A, the Premises.

6. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises. Colorado taxable possessory interest ("**PIT**") as defined under CRS 39-1-103 (17)(a)(II)(A) will be assessed.

7. Occupancy. Occupancy of the premises shall at all times comply with applicable zoning laws and ordinances of the authorities having jurisdiction of the Premises. Failure to comply shall with applicable zoning laws or ordinances shall be deemed as a breach of the Tenant's obligations of this lease.

8. Repair and Maintenance.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly, and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Pueblo County and the City of Pueblo.

b. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of Section 27 below shall apply.

c. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

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d. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Premises in accordance with all applicable federal, state, local statutes, regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Premises or property adjacent through activities of the Tenant, the Tenant shall be solely responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

e. Pavement: At its sole expense, the Tenant shall repair and maintain all paved or concrete areas of the Premises and their subsurface in a safe and structurally sound condition, pursuant to the City of Pueblo Roadway Classificcation Design Standards and Policies.

9. Use. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose or any purpose beyond the scope of Section 2.

10. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee, or other liquidator is appointed for the Tenant, the Landlord may terminate this Lease.

11. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord’s agreement to a third person’s use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

12. Access. The Tenant shall allow the Landlord and/or its agent’s access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of City of Pueblo building inspectors under existing law. Landlord shall grant Tenant an easement for right-of-way access as indicated in Exhibit D connecting Jetway Ct to the Premises.

13. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit “C” attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall deem the Tenant’s policy to be primary and not seek contribution of any kind from Landlord and shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

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14. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

15. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall be primary and not seek contribution from the Landlord and further shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than $1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

16. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant’s or purchaser’s sole expense containing the same provisions as those set forth in Section 16, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

17. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other purposes. If it does so, it shall compensate the Tenant for the value of the remaining original Lease term, if the condemnation occurs during that term, and for the value of the remaining then-current Lease term extension, if the condemnation occurs during a Lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties.

18. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Premises is permanently abandoned by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

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b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in Section 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

19. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements made to the Premises, except for any pavement, asphalt, or concrete and the gate access points that may exist on the Premises at the time of termination. Removal shall be coordinated with Landlord so as to not leave any unwanted debris and or improperly terminated utilities. Alternatively, and at Landlord's sole option and upon written notice from Landlord to Tenant exercising said option, Tenant shall convey the improvements to Landlord at no-cost. Any improvements not removed by Tenant upon termination of this Lease, and not conveyed to Landlord as set forth in this section, shall be deemed abandoned and may be disposed of by Landlord at Tenant's sole cost. Tenant must satisfy and remove all mortgages, liens, or other encumbrances prior to conveying the property to Landlord.

20. Notices. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

City of Pueblo Department of Aviation
31201 Bryan Circle Suite 200
Pueblo, CO 81001

With additional copies to:

City of Pueblo Law Department
101 W. Riverwalk
Pueblo, CO 81003

City of Pueblo Public Works
211 East D Street
Pueblo, CO 81003

City of Pueblo Finance Department
1 City Hall Place
Pueblo, CO 81003

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TENANT

Pivotal Space, Inc. dba LEAP
Attn: Landon Luick, Chief Operating Officer
Phone: 701-640-8136
Email: landon@leapspace.one
Address: 1460 Overlook Dr.
STE 118
Lafayette, CO 80026

or to such other addresses as the parties may designate to each other in writing.

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23. Non-waiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

24. Holding Over. If the landlord allows the Tenant to continue using the leasehold after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

25. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises and, to the extent of Landlord's actual knowledge, the Premises is not contaminated by hazardous substances.

26. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like and engine testing

Docusign Envelope ID: 21740CEE-082A-49D8-9869-D216D22DCA48

purposes. Tenant shall transport, use, store and dispose of fuel petroleum products, and all other materials, including but not limited to hazardous materials, owned or used by it on the Premises in accordance with all applicable federal, state, local, regulations, laws, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the property, the Tenant shall be responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so the Landlord may take any reasonable and appropriate action in the Tenant's stead. The Tenant shall pay the cost of such remedial action by the Landlord.

27. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Pueblo County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

28. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of the Premises.

29. Notice of Proposed Construction. Tenant shall file all applicable forms including the required city, county and local jurisdictional authorities at least 30 days prior to the date of proposed construction.

30. Site Plan. Where reference is made in this Lease to a plot plan or site plan, it is understood and agreed between the parties that such plan must include as a minimum those matters hereinafter set forth and shall be in the form of a scale drawing of the entire Premises with all those matters set forth to scale and legible thereon:

a. Location of all structures and sizes thereof, together with size and location of any future structures, which may be placed on the Premises;
b. Location of all roads, driveways, entrances, and exits;
c. Location of all parking areas and description of method of delineating such areas by curbs or other methods;
d. Location of all utilities and, in case of underground utilities, mention thereof;
e. Interior and exterior drainage;
f. Location and type of all fencing and gates;
g. Site and exterior building lighting;
h. Location of taxiway ingress and egress.
i. Any changes will be memorialized on subsequent site plan(s).

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31. Legal Description. At the completion of any building or structure, Tenant is responsible for providing Landlord with a surveyed legal description of the site and structures, including the location of utilities. If CAD or shape files are available, they shall be shared with the Landlord. If the legal description is greater than 5% or less than 5% of the square footage of the building or structure, the legal description shall be used to compute land lease fees effective with the effective date of this Lease.

32. Compliance with Non-Discrimination and Civil Rights Laws. The Tenant agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, and all pertinent statutes, Executive Orders, and other laws and rules promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This obligation shall be a covenant running with the land and is binding upon all any successor in interest to Tenant.

The forgoing Lease is entered into on the date signed by the Landlord.

TENANT:

Pivotal Space

By: Signed by: LANDON LUICK BAC138FE486F413... _____
Landon Luick
Chief Operating Officer

Date: 6/27/2025 | 3:39 PM MDT _____

LANDLORD:

City of Pueblo

By: _____
Mayor

Date: _____

ATTEST:

City of Pueblo Attorney's Office
Approved to form:

By: _____
City Attorney's Office

Docusign Envelope ID: 21740CEE-082A-49D8-9869-D216D22DCA48

Exhibit A

Tenant - Tenant – Pivotal Space, located at 611 Jetway Court, Pueblo, Colorado 81001

Section 1 - Description of Improvements:

a) Total site size measuring 550' by 120' or approximately 66,000 total square feet.
b) Concrete pad dimensions as indicated on Exhibit B attached hereto at Tenant's expense.
c) Northward extension of Jetway Court approximately 440' to southern airport fence line and an additional 550' past the fence line at Tenant's expense.
d) Gate installation at intersection of southern airport fence line and Jetway Court at Tenant's expense.
e) Installation of 220v/120amp electrical power drop placed at 13' X 60' pad.

Section 2 - Term: Three (3) year lease with option to extend another three extensions at Three (3) years each.

Section 3 - Rent: The initial rent payment shall be due and payable at the issuance of the Building Permit, or one hundred and twenty (120) days after the Effective Date of the Lease, whichever comes first. The initial rent payment shall be prorated from the initial rent payment due date through the remainder of the initial calendar year based on the full lease rate of $.30 per square foot divided by 365 days, multiplied by the number of days remaining in the calendar year.

Annual Rent for all subsequent years is due and payable on January 1st of each year at the full lease rate of $ 0.30 square feet as shown on Exhibit "B".

Section 4 - Notices to Tenant:

Pivotal Space, Inc. dba LEAP
Attn: Landon Luick, Chief Operating Officer
Phone: 701-640-8136
Email: landon@leapspace.one

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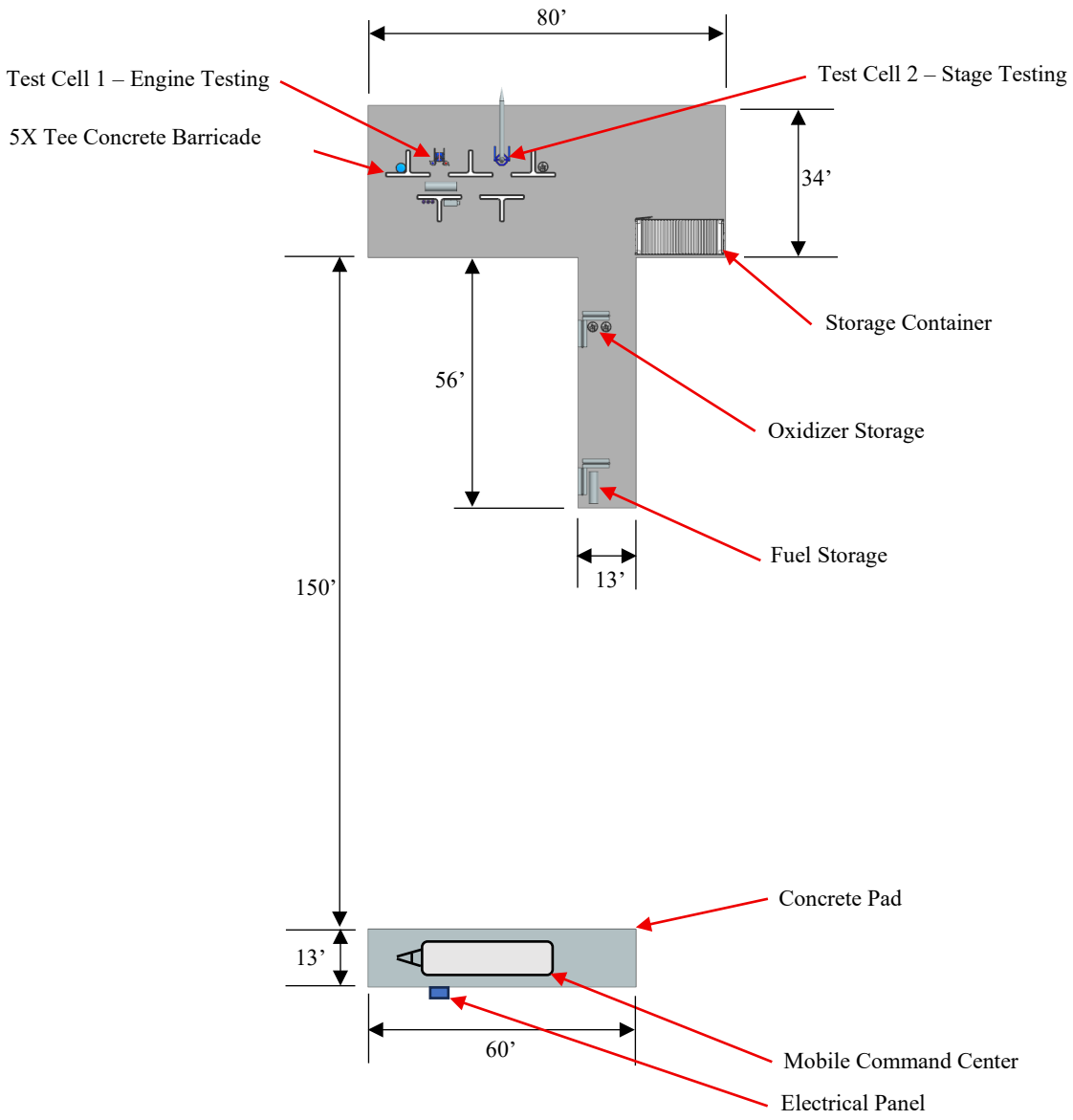
Exhibit B

Module 3 - Preliminary Site Plan Configuration

Improvements and depiction are accurate as of the date created.



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Docusign Envelope ID: 21740CEE-082A-49D8-9869-D216D22DCA48

The Tenant and all Based Businesses will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit. Coverage to include:

A. Premises
B. Products/Completed Operations
C. Broad Form Comprehensive, General Liability
D. City of Pueblo as Additional Insured
E. Waiver of Subrogation in favor of City of Pueblo

II. Comprehensive Automobile Liability

In the amount of not less than $1,000,000 combined single limit for bodily injury and property damage.

Coverage to include:

A. City of Pueblo as Additional Insured.

B. Waiver of Subrogation in favor of City of Pueblo

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under this contract. Coverage to include:

- Waiver of Subrogation in favor of City of Pueblo
- General Liability $1,000,000.00 per occurrence
- Lessee shall also guarantee that Lessee's guests have minimum insurance coverage as follows:
  - $50,000 Bodily Injury, $100,000 Per Incident, and $30,000 Property Damage.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

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All referenced insurance policies and/or certificates of insurance shall be issued to include that the tenant's policy is primary and will not seek contributions from the Landlord and that the City of Pueblo is listed as "additional insured". **The name of the Lease, address and expiration date must appear on the certificate of insurance.**

Certificate Wording: City of Pueblo and all of its board, officers, employees, and agents are included as additional insureds on a primary and non-contributory basis on all applicable policies listed on this certificate. A waiver of subrogation is extended to City of Pueblo on all applicable policies listed on this certificate.

a. Underwriters shall have no right of recovery or subrogation against City of Pueblo; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

b. The clause entitled "Other Insurance Provisions" contained in any policy including City of Pueblo as an additional named insured shall not apply to City of Pueblo.

c. The insurance companies issuing the policy or policies shall have no recourse against City of Pueblo for payment of any premiums due or for any assessments under any form or any policy.

d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

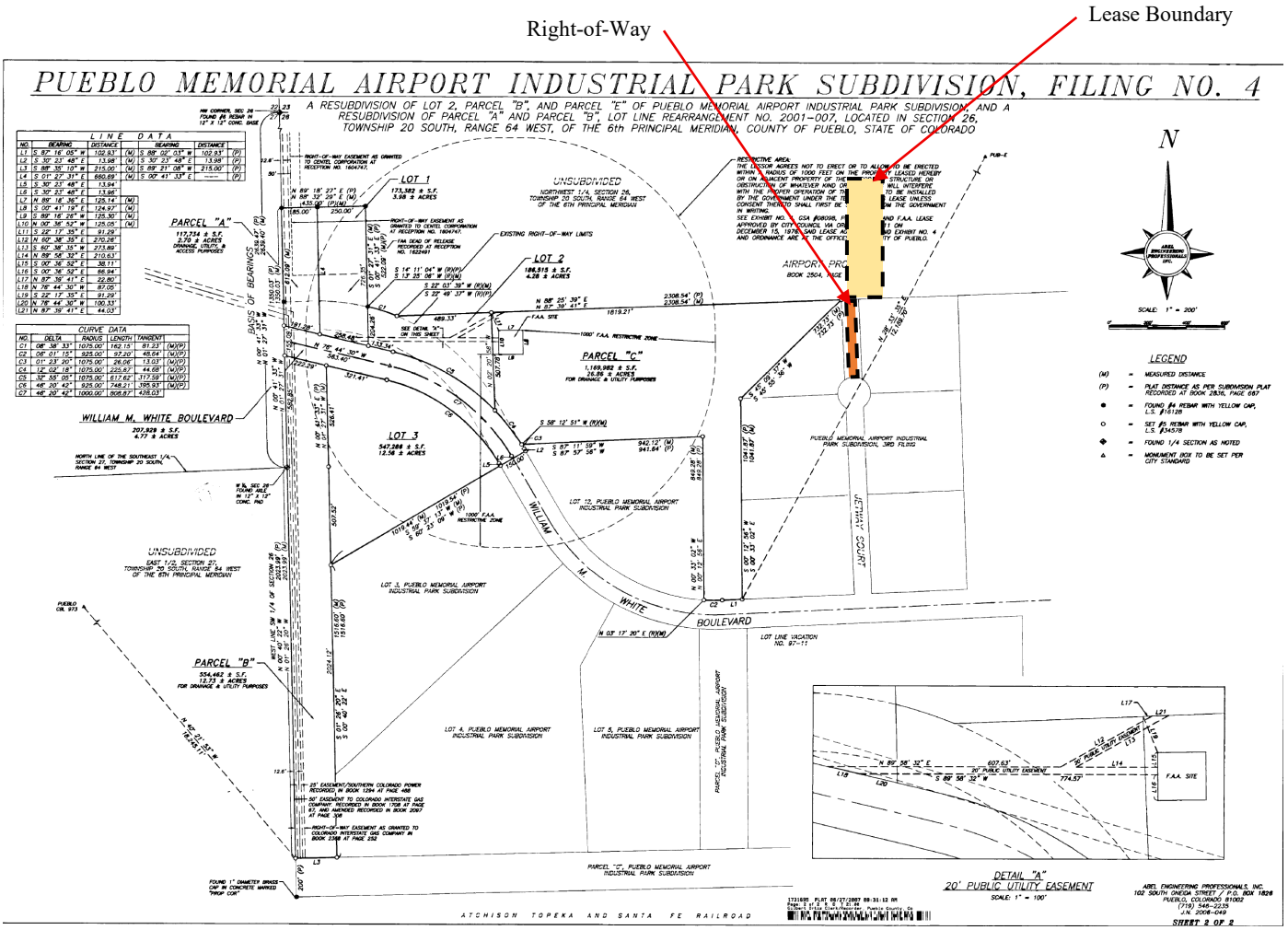
e. All insurance coverage shall be placed with insurance companies having no less than an A- AM Best Rating.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification. Landlord reserves the right to review and modify the insurance requirements, including limits, based upon the passage of time, changes in the nature of the risk or other relevant circumstances.

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Exhibit D

RIGHT-OF-WAY EASEMENT



Docusign Envelope ID: 67EE0FE5-7B2D-40FF-9307-8F77E2A92FB9

City Clerk's Office Item # R7

city of PUEBLO colorado

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 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 A LAND LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PIVOTAL SPACE INC., D/B/A LEAP, A DELAWARE CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign Land Lease between the City of Pueblo, a Colorado municipal corporation, and Pivotal Space Inc., d/b/a Leap, a Delaware corporation, and authorizing the Mayor to execute same

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Leap seeks property near Pueblo Memorial Airport for hot fire engine testing rocket engines, and other aviation and aerospace uses.

FINANCIAL IMPLICATIONS:

Leap will pay $.30 per square foot per year for 66,000 total square feet. The total lease rate for the initial three years of the Lease term will be $19,800 with an automatic rate increase if an additional three years is requested.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Docusign Envelope ID: 67EE0FE5-7B2D-40FF-9307-8F77E2A92FB9

If this Ordinance is not approved, the Lease will not be executed, and Leap will not have operations at the Pueblo Memorial Airport.

RECOMMENDATION:

It is the recommendation of the Department of Aviation that this Ordinance be approved.

ATTACHMENTS:

1. Placeholder: 611 Jetway Court 2025 06 11 LEASE DRAFT
2. 611 Jetway Court 2025 07 14 LAND LEASE AGREEMENT PARTIAL SIGNED

Docusign Envelope ID: 67EE0FE5-7B2D-40FF-9307-8F77E2A92FB9

ORDINANCE NO. 10990

AN ORDINANCE APPROVING A LAND LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PIVOTAL SPACE INC., D/B/A LEAP, A DELAWARE CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, Pivotal Space Inc., d/b/a Leap is desirous of leasing certain property for the purpose of hot fire engine testing rocket engines, and other aviation and aerospace uses, where said property is owned by the City of Pueblo; now therefore,

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

SECTION 1.

A certain Land Lease and Operating Agreement ("Lease"), by and between the City of Pueblo, a Colorado Municipal Corporation, and Pivotal Space Inc., d/b/a Leap, a Delaware corporation, to lease land for hot fire engine testing rocket engines, and other aviation and aerospace uses at the Pueblo Memorial Airport, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

The Mayor is hereby authorized to execute the Lease on behalf of the City of Pueblo, and the City Clerk shall 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 the intent of this Ordinance and the attached Lease to effectuate the terms and conditions 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 June 23, 2025.

Final adoption of Ordinance by City Council on July 14, 2025.

President of City Council

Docusign Envelope ID: 67EE0FE5-7B2D-40FF-9307-8F77E2A92FB9

Action by the Mayor:

☒ Approved on 7/17/25.

☐ 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

ORDINANCE NO.

AN ORDINANCE APPROVING A LAND LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PIVOTAL SPACE INC., D/B/A LEAP, A DELAWARE CORPORATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, Pivotal Space Inc., d/b/a Leap is desirous of leasing certain property for the purpose of hot fire engine testing rocket engines, and other aviation and aerospace uses, where said property is owned by the City of Pueblo; now therefore,

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

SECTION 1.

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Action by City Council:

Introduced and initial adoption of Ordinance by City Council on June 23, 2025.

Final adoption of Ordinance by City Council on July 14, 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

DocuSign Envelope ID: 21740CEE-062A-49D8-9809-D216D22DCA48

LAND LEASE

This Lease ("Lease") is effective upon the date it is fully executed as evidenced by the date last signed on the signature page (the "**Effective Date**"), by and between City of Pueblo, Colorado, located at 1 City Hall Place, Pueblo, Colorado 81003 ("**Landlord**") and Pivotal Space Inc., d/b/a Leap, a Delaware corporation, with its principal place of business located at 1460 Overlook Dr, Suite 118, Lafayette, CO 80026 as described in Exhibit A attached hereto and incorporated herein, ("**Tenant**").

City of Pueblo owns and operates the property located at 611 Jetway Court, Pueblo, Colorado 81001, in Pueblo County, Colorado.

In consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. Lease and Description. Upon the terms and conditions hereinafter set forth, the Landlord hereby leases to the Tenant, and the Tenant hereby leases from the Landlord, those certain premises situated at the 611 Jetway Court, Pueblo, Colorado 81001, described in Exhibit A – Lease and Description Premises ("**Premises**"), the configuration and legal description of which are set forth on the Site Plan attached hereto as Exhibit B and incorporated herein.

2. Business Purpose. The Premises shall be used for hot fire engine testing, and other aviation and aerospace uses. This is improved land under the terms and conditions of this Lease which shall not be construed as creating or vesting in the Tenant or any subtenant or assignee a fee interest in the Premises.

a. The land, and the leasehold interest created hereby are to be used solely for aeronautical and aerospace-related purposes, including but not limited to parking, storing, and maintaining air and space craft, and other activities associated with air and space craft ownership and engine testing. The tenancy created hereby is subject to the terms of this Lease and all applicable federal, state and local laws and ordinances.

3. Improvement Construction. Tenant shall construct the improvements as noted in Exhibit A and depicted in Exhibit B. Tenant shall commence improvement construction no later than nine months after the date this Lease is fully executed. Landlord may terminate this Lease in the event Tenant fails to commence the improvement construction within nine months of the date this Lease is fully executed. Additional improvements may be made by Tenant to the Premises during the term of this Lease subject to the terms and conditions of this Lease. In the event Tenant fails to timely complete the improvement construction and Landlord terminates this Lease as a result of said failure, all improvements to the Premises shall be the property of Landlord. Nothing in this Lease shall be interpreted as granting any land use approvals for the improvement construction or Tenant's use of the Premises. Tenant shall be solely responsible, at its sole cost, for applying for and receiving any necessary land use approvals and/or permits from the jurisdiction with land use authority and/or the FAA, including, but not limited to, building permits, grading permits, stormwater approvals, and any other land use approval.

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4. Term. The initial term of this Lease is set forth in Exhibit A - Term. Thereafter, provided the Tenant is in full compliance with the terms of the Lease and the Landlord has determined that the Premises is structurally sound and commercially viable, the Lease may be extended for up to three (3) separate three (3) year renewal terms ("**Lease Renewal Term**").

5. Rent. The rent for the Premises shall be as set forth in Exhibit A - Rent. Rent payment shall be made to the City of Pueblo Finance Department, or at such other address as the Landlord notifies the Tenant in writing during the original or any extended term of the Lease. For rent payments received more than ten days after the annual due date, Tenant shall also pay a monthly late charge equal to five percent (5%) of the rent due and any accrued late charges for each and every month beyond the annual rent due date for which there is an unpaid rent and/or late charge balance due.

a. Future Rental Periods. Commencing the first year of any Lease Renewal Term, and every year thereafter, the annual rental sum shall be increased by $0.01/SQFT calculated using the square footage shown in section 6 of Exhibit A, the Premises.

6. Taxes. The Tenant shall pay all property and other taxes that are assessed against the Premises. Colorado taxable possessory interest ("**PIT**") as defined under CRS 39-1-103 (17)(a)(II)(A) will be assessed.

7. Occupancy. Occupancy of the premises shall at all times comply with applicable zoning laws and ordinances of the authorities having jurisdiction of the Premises. Failure to comply shall with applicable zoning laws or ordinances shall be deemed as a breach of the Tenant's obligations of this lease.

8. Repair and Maintenance.

a. At its sole expense, the Tenant shall keep the Premises and all improvements thereon in good repair and in a safe, sanitary, orderly, and usable condition. The Premises shall at all times be maintained in accordance with any applicable Building Code, Zoning Regulation, or Ordinance of Pueblo County and the City of Pueblo.

b. Good Condition: Tenant shall keep Premises in good order and working condition and will do all necessary and appropriate maintenance and repair work at its sole expense. If Tenant fails to maintain the Premises, Landlord may perform such maintenance and invoice Tenant for all costs incurred. Prior to commencing work, Landlord will provide Tenant with thirty (30) days written notice and right to cure, and the applicable provisions of Section 27 below shall apply.

c. Waste: The Tenant shall place and regularly empty suitable trash containers on the Premises. It shall not permit rubbish, debris, waste material, anything noxious or detrimental to safety or health, anything likely to create objectionable odors or a fire hazard or anything subject to deterioration to accumulate on the Premises or to be improperly disposed of. The Tenant shall not allow any waste, liquids or other materials that could cause malfunction of the Landlord's sewage plant or impede the normal chemical or biological workings of the plant to become part of the plant's influence.

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d. Care of Petroleum products and Other Material by Tenant: Tenant shall handle, use, store and dispose of fuel petroleum products, and all other materials (including but not limited to hazardous materials) owned or used by it on the Premises in accordance with all applicable federal, state, local statutes, regulations, rules, and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the Premises or property adjacent through activities of the Tenant, the Tenant shall be solely responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so, the Landlord may take any reasonable and appropriate action in the Tenant's stead. The cost of such remedial action by the Landlord shall be paid by the Tenant.

e. Pavement: At its sole expense, the Tenant shall repair and maintain all paved or concrete areas of the Premises and their subsurface in a safe and structurally sound condition, pursuant to the City of Pueblo Roadway Classificcation Design Standards and Policies.

9. Use. The Tenant shall conduct on the Premises only the business for which it is leased and shall not use the Premises for any illegal purpose or any purpose beyond the scope of Section 2.

10. Liens and Insolvency. The Tenant shall keep the Premises free from any liens arising from work performed thereon or materials furnished thereto. If the Tenant becomes insolvent or voluntarily or involuntarily bankrupt, or if a receiver, trustee, or other liquidator is appointed for the Tenant, the Landlord may terminate this Lease.

11. Rent After Default. If any or all of the Premises is sublet, sold or otherwise occupied by anyone other than the Tenant, after any default in the payment of rent by the Tenant, the Landlord may collect rent or other periodic payments from subtenants, purchasers or other occupants, but such collection and/or the Landlord's agreement to a third person's use or occupancy of the Premises shall not be deemed a waiver of any term or condition of this Lease.

12. Access. The Tenant shall allow the Landlord and/or its agent's access to the Premises during business hours upon 24 hours' notice for the purpose of inspection. In case of emergency the Landlord may have access at any time. Nothing herein shall be construed to limit the authority of City of Pueblo building inspectors under existing law. Landlord shall grant Tenant an easement for right-of-way access as indicated in Exhibit D connecting Jetway Ct to the Premises.

13. Liability Insurance. The Tenant shall maintain liability insurance by a company or companies acceptable to the Landlord insuring the Tenant against claims based on personal injury or death and damage or destruction of property that arise from the intentional or negligent acts of the Tenant, its agents, employees or servants or by means of any form of transportation, including owned, non-owned and hired automobiles, to the extent required by Exhibit "C" attached hereto and incorporated herein by this reference. The Landlord shall be included on all such policies as a named insured, and a true copy of those policies shall be furnished to the Landlord. Every such policy shall deem the Tenant's policy to be primary and not seek contribution of any kind from Landlord and shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord.

Docusign Envelope ID: 21740CEE-082A-49D8-9809-D216D22DCA48

14. Accidents - Indemnity. The Tenant shall bear the risk of damage or destruction of all personal property on the Premises. The Landlord shall not be liable for any damage to persons or property on the Premises sustained by the Tenant or others, whether caused by defects now on the Premises or due to conditions hereafter arising in any building or other improvement or appurtenance thereon, including but not limited to lack of repair, fire, bursting or leaking water, gas, sewer or steam pipes, or the acts or omissions of the Tenant, any subtenant, purchaser or other occupant of the Premises or any invitee on the Premises, or the happening of any accident from any cause in or about any improvement on the Premises.

15. Fire Insurance. At its sole expense, at all times after commencement of construction on the Premises, the Tenant shall carry fire and extended coverage hazard insurance (including vandalism and malicious mischief protection) on all buildings commenced on the Premises, the policy or policies of which shall be primary and not seek contribution from the Landlord and further shall name the Landlord as an additional insured to the extent of the Landlord's interest in such buildings. A true copy of all such policies shall be furnished to the Landlord. Every such policy shall provide that it cannot be canceled without at least thirty (30) days prior written notice to the Landlord, no such policy shall contain a deductible clause greater than $1,000 per claim. In the event of loss, the Tenant shall pay such deductible amount.

16. Casualty Loss – Application of Proceeds. In the event of any casualty loss to any improvement covered by insurance, the proceeds of such insurance shall be used to repair or replace such improvement and return the Premises to its original condition. The proceeds shall be first applied to the cost of clean-up, to the extent required by the Landlord. Upon the sublease or sale of any part of the Premises, the Tenant shall require the subtenant or purchaser to obtain hazard insurance at the subtenant's or purchaser's sole expense containing the same provisions as those set forth in Section 16, above, and including the Landlord and the Tenant as additional named insured, as their interests may appear.

17. Condemnation. The Landlord may condemn the Premises if it desires to use the Premises for other purposes. If it does so, it shall compensate the Tenant for the value of the remaining original Lease term, if the condemnation occurs during that term, and for the value of the remaining then-current Lease term extension, if the condemnation occurs during a Lease term extension. Landlord shall compensate the Tenant for the remaining life of all improvements the Tenant has constructed on the Premises based on a 30-year life for each such improvement. If the Landlord and Tenant disagree as to the value of the remaining life of the Lease or an extension thereof or any improvement Tenant has constructed on the Premises, each shall retain an appraiser to value those items. If those appraisers are unable to agree on such valuations, they shall appoint a third appraiser, and that appraiser's valuations shall be conclusive and binding on both parties.

18. Tenant's Right of Cancellation. In addition to any other remedies available to the Tenant, this Lease shall be subject to cancellation by the Tenant if any one or more of the following events occur:

a. Abandonment: If the Premises is permanently abandoned by the Landlord, the Tenant shall be entitled to cancel this Lease, remove all improvements it constructed on the Premises and have returned to it all prepaid rents.

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b. Supervening Event: If any act of God prevents the Tenant from using the Premises for the purpose provided in Section 2 above, for six consecutive months, it may cancel this Lease. However, neither party shall have any liability to the other for the results of any such act.

c. Landlord's Breach of Lease: Tenant may cancel this Lease if the Landlord breaches any of its obligations under this Lease and fails to remedy such breach within sixty (60) calendar days after the Tenant's delivery of written notice of the breach to the Landlord.

19. Removal of Improvements. Upon termination of this Lease, at its sole cost, the Tenant shall remove any improvements made to the Premises, except for any pavement, asphalt, or concrete and the gate access points that may exist on the Premises at the time of termination. Removal shall be coordinated with Landlord so as to not leave any unwanted debris and or improperly terminated utilities. Alternatively, and at Landlord's sole option and upon written notice from Landlord to Tenant exercising said option, Tenant shall convey the improvements to Landlord at no-cost. Any improvements not removed by Tenant upon termination of this Lease, and not conveyed to Landlord as set forth in this section, shall be deemed abandoned and may be disposed of by Landlord at Tenant's sole cost. Tenant must satisfy and remove all mortgages, liens, or other encumbrances prior to conveying the property to Landlord.

20. Notices. All notices and consents required or permitted hereunder shall be deemed delivered when personally delivered, or when delivered by courier or facsimile or other electronic means, or three business days after being deposited in the United States mail, sealed and postage prepaid, certified and return receipt requested, addressed, as appropriate, to:

LANDLORD

City of Pueblo Department of Aviation
31201 Bryan Circle Suite 200
Pueblo, CO 81001

With additional copies to:

City of Pueblo Law Department
101 W. Riverwalk
Pueblo, CO 81003

City of Pueblo Public Works
211 East D Street
Pueblo, CO 81003

City of Pueblo Finance Department
1 City Hall Place
Pueblo, CO 81003

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TENANT

Pivotal Space, Inc. dba LEAP
Attn: Landon Luick, Chief Operating Officer
Phone: 701-640-8136
Email: landon@leapspace.one
Address: 1460 Overlook Dr.
STE 118
Lafayette, CO 80026

or to such other addresses as the parties may designate to each other in writing.

21. Governmental Fees. All fees due under applicable law to any city, county, or state on account of any inspection made of the Premises shall be paid by the Tenant.

22. Default and Re-Entry. Unless resulting from events described in Sections 18 or 19, above, the Tenant's violation of any of its obligations hereunder other than failure to pay rent shall entitle the Landlord to terminate this Lease upon thirty (30) days prior written notice. If the default or violation is cured within the said thirty (30)-day period, or if the violation is not capable of complete cure within the said period but cure is commenced within the period, the Landlord shall have no right of termination. However, if the default or violation is not cured, or cure of the violation is not begun, within the thirty (30)-day period, the Lease shall be deemed terminated at the end of that period without further action by the Landlord. Upon termination the Tenant shall be entitled to recover any prepaid rent and other fees, and the Landlord shall be entitled to possession of the Premises. In the event Tenant fails to pay rent within ten days of the due date, Landlord may terminate this Lease immediately. If the Tenant fails to vacate the Premises, the Landlord shall have the right to evict the Tenant pursuant to Colorado law, including obtaining Landlord's attorney fees and costs.

23. Non-waiver of Breach. The failure of either party to insist on strict compliance with any term or condition of this Lease shall not be deemed a waiver or relinquishment of the right to require strict compliance with such term or condition, or any other term or condition of this Lease in the future.

24. Holding Over. If the landlord allows the Tenant to continue using the leasehold after the end of the original term of this Lease or any extended term hereof, the Tenant shall pay the Landlord rent in an amount equal to 150 % of the Lease rate then in effect. Such holding over shall not constitute renewal of this Lease but shall be a month-to-month tenancy only, with all other terms and conditions of this Lease applicable.

25. Landlord's Warranties. The Landlord warrants that it is the owner of the Premises and, to the extent of Landlord's actual knowledge, the Premises is not contaminated by hazardous substances.

26. Hazardous Substances. The Tenant shall not permit hazardous substances upon the Premises except those that are normally associated with aeronautical-like and engine testing

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purposes. Tenant shall transport, use, store and dispose of fuel petroleum products, and all other materials, including but not limited to hazardous materials, owned or used by it on the Premises in accordance with all applicable federal, state, local, regulations, laws, rules and ordinances. No waste or disposable materials shall be released on the ground or in the storm sewer. Should such materials be spilled or escape from storage or in any way contaminate the property, the Tenant shall be responsible for the cleanup, containment and otherwise abatement of such contamination at Tenant's sole cost and expense. Further, Tenant shall notify the Landlord and appropriate governmental agency of such occurrence immediately. Should the Tenant fail to do so the Landlord may take any reasonable and appropriate action in the Tenant's stead. The Tenant shall pay the cost of such remedial action by the Landlord.

27. Jurisdiction and Venue. The parties acknowledge that this Lease is entered into in the State of Colorado, and they agree that the courts of Pueblo County, Colorado, shall have jurisdiction and be the sole venue to resolve all disputes between the parties arising from this Lease or concerning the Premises.

28. Indemnification. The Tenant shall bear the entire loss or damage to all improvements to the Premises, whether by windstorm, fire, earthquake, snow, water run-off or any other cause whatsoever. The Tenant hereby indemnifies the Landlord against and holds it harmless from all demands, claims, costs, causes of action and judgments, as well as from all costs of investigating and defending the same, arising from or growing out of the acts or omissions of the Tenant, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with their occupancy of any portion of the Premises.

29. Notice of Proposed Construction. Tenant shall file all applicable forms including the required city, county and local jurisdictional authorities at least 30 days prior to the date of proposed construction.

30. Site Plan. Where reference is made in this Lease to a plot plan or site plan, it is understood and agreed between the parties that such plan must include as a minimum those matters hereinafter set forth and shall be in the form of a scale drawing of the entire Premises with all those matters set forth to scale and legible thereon:

a. Location of all structures and sizes thereof, together with size and location of any future structures, which may be placed on the Premises;
b. Location of all roads, driveways, entrances, and exits;
c. Location of all parking areas and description of method of delineating such areas by curbs or other methods;
d. Location of all utilities and, in case of underground utilities, mention thereof;
e. Interior and exterior drainage;
f. Location and type of all fencing and gates;
g. Site and exterior building lighting;
h. Location of taxiway ingress and egress.
i. Any changes will be memorialized on subsequent site plan(s).

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31. Legal Description. At the completion of any building or structure, Tenant is responsible for providing Landlord with a surveyed legal description of the site and structures, including the location of utilities. If CAD or shape files are available, they shall be shared with the Landlord. If the legal description is greater than 5% or less than 5% of the square footage of the building or structure, the legal description shall be used to compute land lease fees effective with the effective date of this Lease.

32. Compliance with Non-Discrimination and Civil Rights Laws. The Tenant agrees to comply with Title VI of the Civil Rights Act of 1964, as amended, and all pertinent statutes, Executive Orders, and other laws and rules promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This obligation shall be a covenant running with the land and is binding upon all any successor in interest to Tenant.

The forgoing Lease is entered into on the date signed by the Landlord.

TENANT:

Pivotal Space

Signed by:
By: LANDON LUICK
BAC136FE496F413...
Landon Luick
Chief Operating Officer

Date: 6/27/2025 | 3:39 PM MDT

LANDLORD:

City of Pueblo

By: _____
Mayor

Date: 7/17/25

ATTEST:

City of Pueblo Attorney's Office
Approved to form:

By: _____
City Attorney's Office

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Exhibit A

Tenant - Tenant – Pivotal Space, located at 611 Jetway Court, Pueblo, Colorado 81001

Section 1 - Description of Improvements:

a) Total site size measuring 550' by 120' or approximately 66,000 total square feet.
b) Concrete pad dimensions as indicated on Exhibit B attached hereto at Tenant's expense.
c) Northward extension of Jetway Court approximately 440' to southern airport fence line and an additional 550' past the fence line at Tenant's expense.
d) Gate installation at intersection of southern airport fence line and Jetway Court at Tenant's expense.
e) Installation of 220v/120amp electrical power drop placed at 13' X 60' pad.

Section 2 - Term: Three (3) year lease with option to extend another three extensions at Three (3) years each.

Section 3 - Rent: The initial rent payment shall be due and payable at the issuance of the Building Permit, or one hundred and twenty (120) days after the Effective Date of the Lease, whichever comes first. The initial rent payment shall be prorated from the initial rent payment due date through the remainder of the initial calendar year based on the full lease rate of $.30 per square foot divided by 365 days, multiplied by the number of days remaining in the calendar year.

Annual Rent for all subsequent years is due and payable on January 1st of each year at the full lease rate of $ 0.30 square feet as shown on Exhibit "B".

Section 4 - Notices to Tenant:

Pivotal Space, Inc. dba LEAP
Attn: Landon Luick, Chief Operating Officer
Phone: 701-640-8136
Email: landon@leapspace.one

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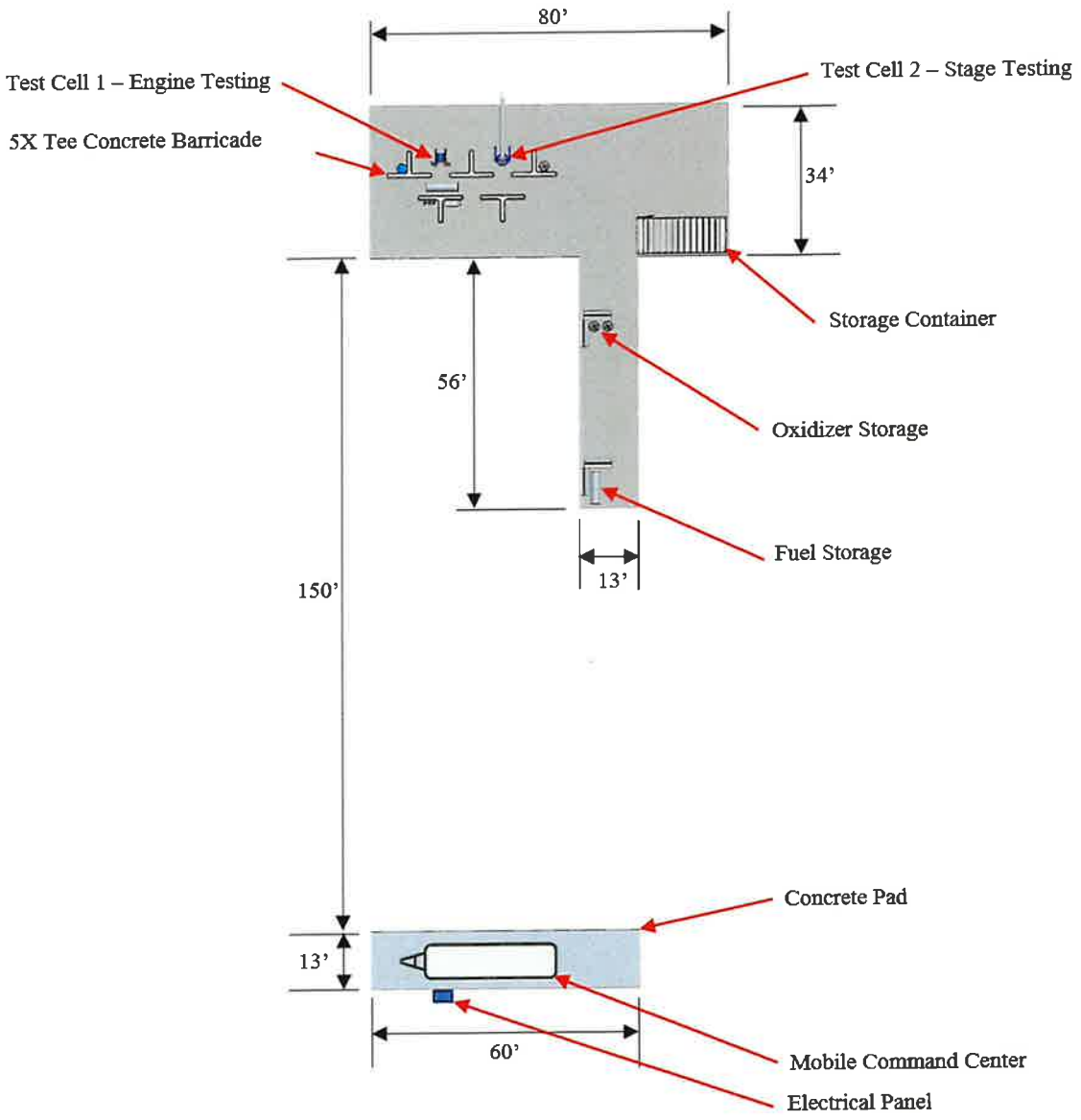
Exhibit B

Module 3 - Preliminary Site Plan Configuration

Improvements and depiction are accurate as of the date created.



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Exhibit C **INSURANCE**

The Tenant and all Based Businesses will be required to procure and maintain, at its own expense and without cost to the Landlord, the kinds and minimum amounts of insurance as follows:

I. Comprehensive General Liability

In the amount of not less than one million dollars combined single limit. Coverage to include:

A. Premises
B. Products/Completed Operations
C. Broad Form Comprehensive, General Liability
D. City of Pueblo as Additional Insured
E. Waiver of Subrogation in favor of City of Pueblo

II. Comprehensive Automobile Liability

In the amount of not less than $1,000,000 combined single limit for bodily injury and property damage.

Coverage to include:

A. City of Pueblo as Additional Insured.

B. Waiver of Subrogation in favor of City of Pueblo

III. Employers Liability, Worker's Compensation and Unemployment Insurance

The Tenant shall secure and maintain employer's liability, Workman's Compensation Insurance and Unemployment Insurance that will protect it against any and all claims resulting from injuries to and death of workers engaged in work under this contract. Coverage to include:

- Waiver of Subrogation in favor of City of Pueblo
- General Liability $1,000,000.00 per occurrence
- Lessee shall also guarantee that Lessee's guests have minimum insurance coverage as follows:
  - $50,000 Bodily Injury, $100,000 Per Incident, and $30,000 Property Damage.

Certificate of Insurance

The Tenant shall not commence work under this contract until it has submitted to the landlord, and received approval thereof, certificates of insurance showing that it has complied with the foregoing insurance.

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All referenced insurance policies and/or certificates of insurance shall be issued to include that the tenant's policy is primary and will not seek contributions from the Landlord and that the City of Pueblo is listed as "additional insured". **The name of the Lease, address and expiration date must appear on the certificate of insurance.**

Certificate Wording: City of Pueblo and all of its board, officers, employees, and agents are included as additional insureds on a primary and non-contributory basis on all applicable policies listed on this certificate. A waiver of subrogation is extended to City of Pueblo on all applicable policies listed on this certificate.

a. Underwriters shall have no right of recovery or subrogation against City of Pueblo; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

b. The clause entitled "Other Insurance Provisions" contained in any policy including City of Pueblo as an additional named insured shall not apply to City of Pueblo.

c. The insurance companies issuing the policy or policies shall have no recourse against City of Pueblo for payment of any premiums due or for any assessments under any form or any policy.

d. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Tenant.

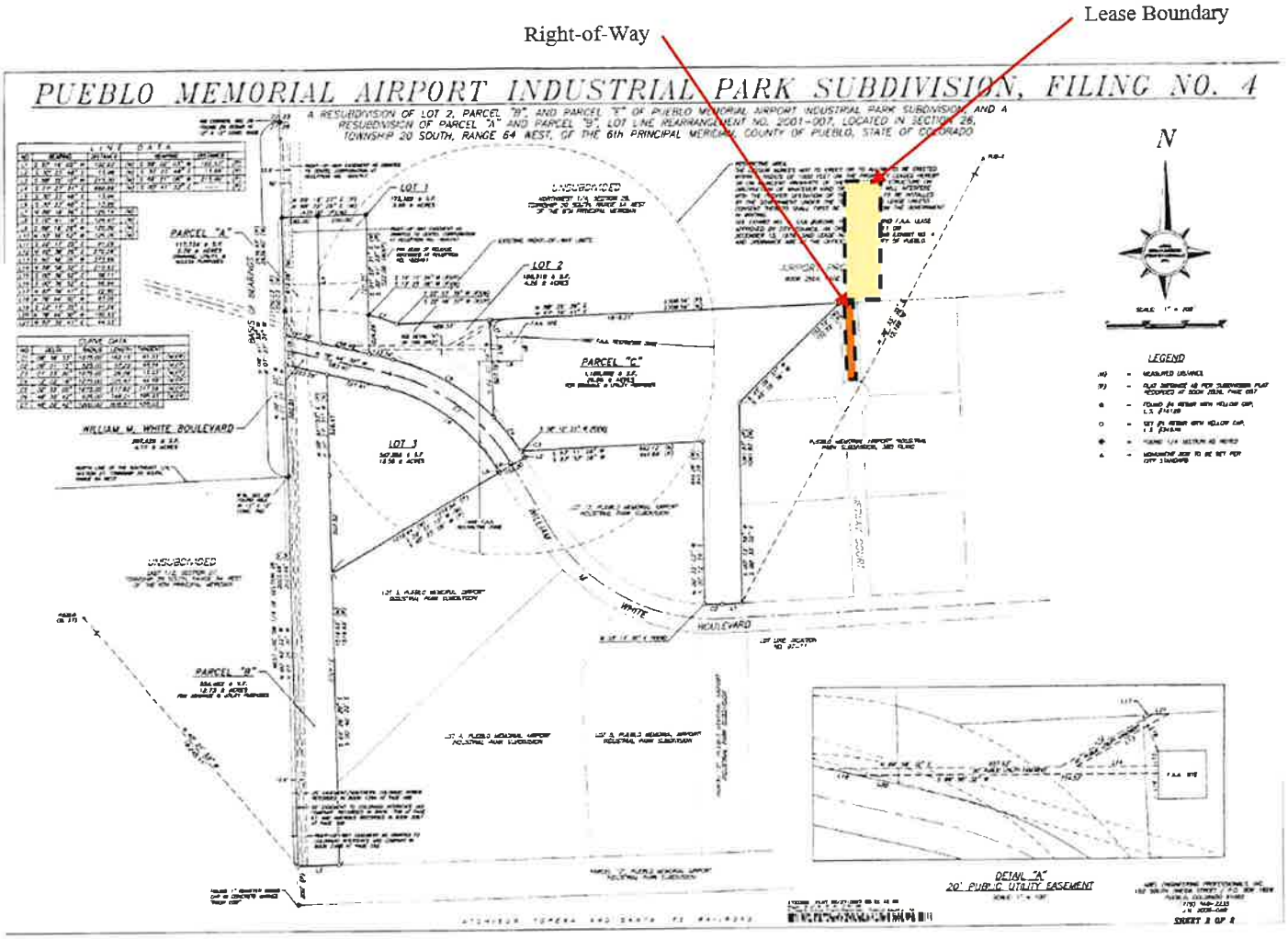
e. All insurance coverage shall be placed with insurance companies having no less than an A- AM Best Rating.

If any of the said policies shall be or at any time become unsatisfactory to the Landlord as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the Landlord, the Tenant shall promptly obtain a new policy, submit the same to the Landlord for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Tenant to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the Landlord, may be immediately declared suspended, discontinued or terminated after 60 days written notice to the Tenant. Failure of the Tenant in obtaining and/or maintaining any required insurance shall not relieve the Tenant from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Tenant concerning indemnification. Landlord reserves the right to review and modify the insurance requirements, including limits, based upon the passage of time, changes in the nature of the risk or other relevant circumstances.

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Exhibit D

RIGHT-OF-WAY EASEMENT



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City Clerk's Office Item # R8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 14, 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 FIXING THE MONTHLY SALARIES OF THE PRESIDENT AND MEMBERS OF CITY COUNCIL AT $1,800 AND $1,400 RESPECTIVELY

SUMMARY:

At the request of Councilman Flores, the attached proposed Ordinance increases the salary of the President of City Council from $900 to $1,800 per month and increases the salary of the other members of City Council from $700 to $1,400 per month, effective January 1, 2026.

PREVIOUS COUNCIL ACTION:

The current monthly salaries of the President and Members of the Pueblo City Council were established on March 24, 1997, by Ordinance No. 6182.

BACKGROUND:

According to data provided by the Federal Reserve Bank, due to inflation, in 1997 $700.00 is the equivalent to $1,405.40 in 2025.
As required by Sec. 2-1 of the City Charter, the monthly salary of the current President and Members of City Council enacting this Ordinance will not be increased during his or her current term of office.

FINANCIAL IMPLICATIONS:

There will be no fiscal impact to the current FY 2025 budget. The proposed Ordinance takes effect on January 1, 2026.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

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Not applicable to this Ordinance.

ALTERNATIVES:

Failure to adopt this Ordinance will result in the current salaries of the President and Members of City Council remaining unchanged.

RECOMMENDATION:

Staff recommends that Council consider the proposed Ordinance on first reading, and if approved, set the proposed Ordinance for a public hearing and consideration on second reading.

ATTACHMENTS:

None

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ORDINANCE NO. 10991

AN ORDINANCE FIXING THE MONTHLY SALARIES OF THE PRESIDENT AND MEMBERS OF CITY COUNCIL AT $1,800 AND $1,400 RESPECTIVELY

WHEREAS, the current monthly salaries of the President and Members of the Pueblo City Council were established on March 24, 1997, by Ordinance No. 6182; and

WHEREAS, according to data provided by the Federal Reserve Bank, due to inflationary factors $700.00 in 1997 is the equivalent of $1,405.40 in 2025; NOW, THEREFORE,

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

SECTION 1.

Pursuant to Section 2-1 of the Charter of the City of Pueblo, a Colorado municipal corporation, the monthly salary of the President and Members of the Pueblo City Council are hereby fixed and established in the following amounts effective January 1, 2026:

President of City Council	$1,800
Member of City Council	$1,400

SECTION 2.

The monthly salary of the current President and Members of City Council enacting this Ordinance shall not be increased during his or her current term of office.

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 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 June 23, 2025.

Final adoption of Ordinance by City Council on July 14, 2025.

DocuSigned by:
Mark Aliff
BZA4F51823AB462...
President of City Council

Docusign Envelope ID: 7F91C485-E443-4308-B1FF-23D1C2C26CD3

Action by the Mayor:

☐ Approved on 7/17/2025 | 10:45 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

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk