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

MONDAY, JULY 28, 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 AJ Coletti, Cowboy Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

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

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated July 14, 2025, as distributed.

J1 Reading and Approval of the Minutes from July 14, 2025.

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission Meeting for 6/11/2025.

M. RESOLUTIONS

M1 A Resolution confirming the appointment by the Mayor of Ronald Serna, Paul Willumstad, and Corinne Koehler to serve a five-year term expiring July 31, 2030, on the Pueblo

Conservancy District

M2 A Resolution approving Contract Amendment No. 2 in the amount of $22,611.35 to Miller Pipeline, LLC., for Project No. 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project, and authorizing the Purchasing Agent to execute same.

M3 A Resolution authorizing the issuance of a Revocable Permit (REV-25-13) to the Colorado State Fair for the use of the public right-of-way along Small Avenue between Scranton Avenue and Euclid Avenue for the purpose of closure of the permitted area to vehicular traffic

M4 A Resolution authorizing the issuance of a Revocable Permit (REV-25-14) to the Colorado State Fair for the use of the public right-of-way along Small Avenue between Scranton Avenue and Euclid Avenue for the purpose of closure of the permitted area to vehicular traffic

M5 A Resolution approving Revocable Right of Entry Permit No. 690EG4-25-H-00016 between the City of Pueblo, a Colorado Municipal Corporation, and the United States Department of Transportation Federal Aviation Administration, and authorizing the Mayor to execute same

M6 A Resolution authorizing the issuance of a Revocable Permit (REV-25-20) to the Pueblo Police Department for the use of the public right-of-way along Alan Hamel Avenue to the alley between South Main Street and South Santa Fe Avenue for the purpose of hosting their Neighborhood Safety Night 2025

M7 A Resolution confirming the appointment by the Mayor of Cole Tibbs to complete a four-year term expiring May 9, 2027, on the Pueblo Depot Activity Development Authority Board of Directors

M8 A Resolution confirming the appointment by the Mayor of Guy Chabot to complete a four-year term expiring August 30, 2027, on the ADA Advisory Committee

N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the General Municipal Election to be held on November 4, 2025, without limiting or abrogating its authority to establish and amend, by Ordinance, appropriate criteria, standards, rules and regulation for the appropriation and expenditure of monies in the Sales And Use Tax Capital Improvement Projects Fund, a question relating to the amendment of the criteria, standards, rules and regulations for the appropriation and expenditure of funds in the Sales And Use Tax Capital Improvement Projects Fund and extension of the one-half percent sales and use tax rate for five years for projects within the City and the Pueblo Memorial Airport boundaries consistent with the amended criteria, standards, rules and regulations and the adoption of Ordinance No. 11001 to implement the amendments and extension

N2 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the Regular Municipal Election to be held on November 4, 2025, an amendment to the City sales and use tax ordinance to implement a one percent (1%) increase in sales and use tax and adoption of Ordinance No. 11000 to implement the increase

N3 An Ordinance submitting to a vote of the registered electors of the City of Pueblo at the Regular Municipal Election to be held November 4, 2025, a proposed amendment to Section 2-1 of the Charter of the City of Pueblo relating to future pay increases for City Council and fixing the ballot title therefor

N4 An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at

the Regular Municipal Election to be held on November 4, 2025, a proposed amendment to the Charter of the City of Pueblo changing the form of government to City Council - City Manager and fixing the ballot title therefor

N5 An Ordinance submitting to a vote of the registered electors of the City of Pueblo at the Regular Municipal Election to be held November 4, 2025, a proposed amendment to section 8-9 of the Charter of the City of Pueblo relating to the requirements for members of the classified service to run for public office and fixing the ballot title therefor

N6 An Ordinance approving a Professional Engineering Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., for the construction administration for the East Apron (North) Rehabilitation (Phase 2 – Construction) project, and authorizing the mayor to execute same

N7 An Ordinance budgeting and appropriating additional funds in the amount of $96,000 for the Pueblo Affordable Housing Procedures Update, Project No. PL2402, approving an Intergovernmental Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation and the State of Colorado Department of Local Affairs, Grant No. LPC-24-055, and authorizing the Mayor to execute same

N8 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

N9 An Ordinance amending Chapter 4 of Title VII of the Pueblo Municipal Code relating to the destruction and removal of weeds

N10 An Ordinance amending Section 11-1-402 and 11-1-403 of the Pueblo Municipal Code to categorize damaging, defacing or destruction of property by the monetary value of the damage to the real or personal property and to add a mandatory minimum jail sentence for those convicted thereof, and creating Section 1-2-1(g)(1)(b) of the Pueblo Municipal Code regarding a mandatory minimum jail sentence for those convicted as habitual offenders having violated Section 11-1-402 or 11-1-403 of the code

N11 An Ordinance approving a law enforcement services agreement - Evidence and Specimen Collection for Alcohol & Drug Testing - between the City of Pueblo, a Colorado Municipal Corporation, and Parkview Medical Center, a Colorado Non-Profit Corporation

N12 An Ordinance approving and accepting a grant funding agreement and all applicable conditions pertaining thereto from the Colorado Auto Theft Prevention Authority (CATPA) relating to the Beat Auto Theft Through Law Enforcement (BATTLE) Team, establishing project number PS2505, budgeting and appropriating funds to project number PS2505, and authorizing the Mayor to execute same

N13 An Ordinance approving the transfer agreement between Catholic Health Initiatives Colorado (St. Mary Corwin Hospital), A Colorado Nonprofit Corporation, and the City of Pueblo, A Colorado Municipal Corporation, and the Pueblo Fire Department (PFD) allowing the transfer of patients from PFD o the hospital for continuity of care

N14 An Ordinance amending zoning restrictions to rezone 711 and 715 Veta Avenue, Lots 11-14, block 7, Arvonia Subdivision, from R-3, One and Two-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District

N15 An Ordinance amending zoning restrictions to rezone parcel 1504425007 located between Regency Boulevard and Pueblo Boulevard Way from B-2, Subregional Business Zone District to R-5, Multiple Residential and Office Zone District

N16 An Ordinance approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the County of Pueblo, a Political Subdivision of the State of Colorado, relating to the 2025 Regular Municipal Election

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 August 11, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Latinas First Foundation in the amount of $1,500 to sponsor the 13th Annual Latinas First Foundation Luncheon at 11:30 AM, at The Brighton event venue in Denver on Friday, October 24th, 2025

Q2 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Assistance League of Pueblo in the amount of $2,500 to sponsor the 36th Annual Holiday Fashion Preview at 9:30 am, at the Pueblo Convention Center on Saturday, December 6th, 2025

Q3 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Pueblo Historical Aircraft Society in the amount of $10,000 to sponsor the cost to disassemble and transport an A-10 Thunderbolt II to the Pueblo Weisbrod Aircraft Museum, and then reassemble it in July of 2025

Q4 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Colorado State Fair Fiesta Committee in the amount of $1,000 to sponsor the 2025 Noche de Fiesta scholarship fundraiser at 5:00 PM at Pueblo Convention Center on Saturday, August 9th, 2025

Q5 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to NeighborWorks Southern Colorado in the amount of $2,000 to sponsor the Celebration of Home annual fundraising dinner at 6:00 PM in CSU Pueblo's Occhiato Ballroom on Friday, August 15th, 2025

R. ORDINANCES – FINAL PRESENTATION

R1 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 - *Introduced July 14, 2025 by Councilor Brett Boston*

R2 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 - *Introduced July 14, 2025 by Councilor Brett Boston*

R3 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 - *Introduced July 14, 2025 by Councilor Brett Boston*

R4 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 - *Introduced July 14, 2025 by Councilor Brett Boston*

R5 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 - *Introduced July 14, 2025 by Councilor Brett Boston*

R6 An Ordinance establishing 2026 Pueblo Rural Transportation Planning Project, TP2501, and budgeting and appropriating funds in the amount of $12,000 for said Project - *Introduced July 14, 2025 by Councilor Brett Boston*

R7 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 - *Introduced July 14, 2025 by Councilor Brett Boston*

R8 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 - *Introduced July 14, 2025 by Councilor Brett Boston*

R9 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 - *Introduced July 14, 2025 by Councilor Brett Boston*

R10 An Ordinance amending Ordinance No. 10943 to correct an error in the identification of the Purchase Order in said Ordinance - *Introduced July 14, 2025 by Councilor Brett Boston*

R11 An Ordinance amending appropriations and compiling previous amendments to the General Fund, Special Revenue Funds, Enterprise Funds, Internal Service Funds, Debt Service Funds and Capital Projects Funds, for the fiscal year 2024 and amending the budget for the year 2024 - *Introduced July 14, 2025 by Councilor Brett Boston*

R12 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 - *Introduced July 14, 2025 by Councilor Brett Boston*

S. QUASI-JUDICIAL PROCEEDINGS

S1 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 - *Introduced July 14, 2025 by Councilor Brett Boston*

S2 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 - *Introduced July 14, 2025 by Councilor Brett Boston*

S3 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 - *Introduced July 14, 2025 by Councilor Brett Boston*

T. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Roger Gomez may ask to be excused from the meeting due to a conflict of interest with agenda item numbers T1 and T2.

T1 A Resolution of the City Council of Pueblo, Colorado, formally censuring Council Member Roger Gomez for statements made during a regular meeting of the City Council and requesting the Council President to remove Council Member Gomez from his position as Chairman of the Work Session

T2 A Citizen filed an Ethics Complaint against Councilor Roger Gomez

U. ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JULY 14, 2025 - 7:00 PM

MINUTES

A. CALL TO ORDER

President Aliff called the meeting to order at 7:05 pm.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

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

- Jeff Roseles - Finance / Homeless
- Michael Hartkop - Code / Boarded up Windows / Homeless
- Eleonora Bartoli - Code Suggestions
- Elvis Martinez - Crime / Sidewalk Painting / Scott Hobson Retirement
- John farley - EVRAZ / Atlas
- Dave DeConzo - HVAC Redundancy
- Ken Danti - PJMC / HVAC Current Issues.

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to amend the agenda, moving item N 4 to the regular agenda and postponing item N 14 to the July 28th 2025 meeting 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.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES 062325

Councilor Boston, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **June 23, 2025,** as distributed.

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

K. CONSENT AGENDA

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

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

This Resolution was assigned as **16042**.

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

This Resolution was assigned as **16043**.

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.

This Resolution was assigned as **16044**.

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

This Resolution was assigned as **16045**.

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

This Resolution was assigned as **16046**.

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

This Resolution was assigned as **16047**.

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

This Resolution was assigned as **16048**.

M9 A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF HEATHER

HANKINS TO THE BOARD OF HEALTH

This Resolution was assigned as **16049**.

M10 A RESOLUTION APPOINTING COUNCILOR BRETT BOSTON TO THE PUEBLO ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS

This Resolution was assigned as **16050**.

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

This Resolution was assigned as **16051**.

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

This Resolution was assigned as **16052**.

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

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

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

P. REGULAR AGENDA

Q. RESOLUTIONS

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

A staff report and detailed review of the Resolution was given by Lori Pinz, Director of Information Technology.

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 **16053**.

Q1 A RESOLUTION DESIGNATING THE TRAIL AROUND LAKE MINNEQUA IN MINNEQUA PARK AS "HOBSON TRAIL"

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

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 **16054**.

Q2 A RESOLUTION CONFIRMING THE APPOINTMENT OF KURT PATRICK TO THE POSITION OF DIRECTOR OF STORMWATER

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

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

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

This Resolution was assigned as **16055**.

Q3 A RESOLUTION CONFIRMING THE APPOINTMENT OF MELISSA COOK TO THE POSITION OF DIRECTOR OF HOUSING & CITIZEN SERVICES

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

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 **16056**.

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

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Administrative Assistant.

- Elvis Martinez appeared by zoom and spoke against this Resolution.

Councilor Flores, seconded by Councilor Boston, 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 **16057**.

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

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Administrative Assistant.

- Elvis Martinez appeared by zoom and spoke against this Resolution.

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

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

This Resolution was assigned as **16058**.

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

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Administrative Assistant.

- Elvis Martinez appeared by zoom and spoke in favor of this Resolution.

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 **16059**.

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

A staff report and detailed review of the Resolution was given by Katie Hester, City Council Administrative Assistant.

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 **16060**.

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10984.**

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10985.**

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10986.**

R4 AN ORDINANCE AMENDING THE FISCAL YEAR 2025 STAFFING ORDINANCE THROUGH THE CONVERSION OF TWO (2) VACANT POSITIONS WITHIN THE PUBLIC WORKS DEPARTMENT

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10987.**

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

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

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10988.**

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

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

PUBLIC HEARING:

- Sherri Baca appeared in person and spoke in favor of this Ordinance.

- Iris Clark appeared in person and spoke in favor of this Ordinance.

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

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

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

This Ordinance was assigned as **10989.**

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

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

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 **10990.**

R8 AN ORDINANCE FIXING THE MONTHLY SALARIES OF THE PRESIDENT AND MEMBERS OF CITY COUNCIL AT $1,800 AND $1,400 RESPECTIVELY

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

PUBLIC HEARING:

***** Elvis Martinez appeared by zoom and spoke against this Ordinance.

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

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

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

This Ordinance was assigned as **10991.**

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.

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

For discussions relating to the sale of 101 W. Riverwalk Place, Units 1A & 1B.

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

The Executive session started at 9:47 pm. The executive session ended at 10:07 pm.

T. ADJOURN

President Aliff adjourned the meeting at 10:08 p.m.

Respectfully submitted,

Vincent Petkosek
Deputy 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 Meeting:

1. Master Sign Plan 615, 625 and 635 W 29th ST Planet Fitness. Staff report by Beritt Odom, Principal Planner. Charlie Montera applicant was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend approval of the Master Sign Plan, with one (1) staff condition, to City Council for approval, seconded by Boston.

Motion Passed: 7-0

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

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

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

Approval of Minutes: Bailey moved to approve minutes from May 14, 2025, Planning and Zoning Commission meeting, seconded by Boston and Avalos.

Motion Passed: 7-0

Old/New Business: None

Adjourn @ 4:35 PM

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City Clerk's Office Item # M1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM:

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RONALD SERNA, PAUL WILLUMSTAD, AND CORINNE KOEHLER TO SERVE A FIVE-YEAR TERM EXPIRING JULY 31, 2030, ON THE PUEBLO CONSERVANCY DISTRICT

SUMMARY:

PREVIOUS COUNCIL ACTION:

BACKGROUND:

FINANCIAL IMPLICATIONS:

BOARD/COMMISSION RECOMMENDATION:

STAKEHOLDER PROCESS:

ALTERNATIVES:

RECOMMENDATION:

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ATTACHMENTS:

None

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RESOLUTION NO.16061

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF RONALD SERNA, PAUL WILLUMSTAD, AND CORINNE KOEHLER TO SERVE A FIVE-YEAR TERM EXPIRING JULY 31, 2030, ON THE PUEBLO CONSERVANCY DISTRICT

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Ronald Serna, Paul Willumstad, and Corinne Koehler to the Pueblo Conservancy District; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The reappointment by the Mayor of Ronald Serna, Paul Willumstad, and Corinne Koehler to the Pueblo Conservancy District to serve a five-year term expiring July 31, 2030, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: July 28, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: A9E972D7-40C8-482C-A1D3-D9A4C295B2A6

AMENDMENT NO. 1 TO
CONSTRUCTION CONTRACT

This Amendment No. 1 to a construction contract ("Amendment") is executed to be effective as of May 13, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Miller Pipeline, LLC, an Indiana Company authorized to do business in the State of Colorado ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated May 14, 2024, for Project 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project, the "Construction Agreement"; and

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

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

1. The Request for Quotation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth in the Request for Quotation. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of $1,621,707.17, which amount includes the original contract amount of $1,115,764.00 and the additional contract amount of $505,943.17 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall not be increased.

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.

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

MILLER PIPELINE, LLC

By _____
Raymond Swerdfeger, Vice President

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By _____
DocuSigned by:
603514DB28Q0490
Naomi Hedden, Director of Purchasing

ATTEST:

_____
DocuSigned by:
7C02EBDFEC3D43C...
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:
502480BF6EFC4C8...
Robert P. Jagger, Deputy City Attorney

Docusign Envelope ID: A9E972D7-40C8-482C-A1D3-D9A4C295B2A6

EXHIBIT 1
REQUEST FOR QUOTATIONS

Project 24-068 (CI2415) Concrete Improvements – West 29th Street Phase 2 (High St to Wills Blvd.)

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

Additional Work Items	Quantity	Grand Total for Additional Work
• Additional Surface Improvements at Seven Project Sites • Additional Flow Fill	Lump Sum	$505,943.17

(Five Hundred Five Thousand Nine Hundred Forty Three Dollars and 17/100----------($505,943.17)

The undersigned has examined the quantities shown against the plans and specifications and accepts the said quantities as substantially correct, both as to classification and amount, and as correctly listing the work to be completed. The City is not responsible for bidding errors resulting from Contractor's failure to follow this requirement.

MILLER PIPELINE, LLC

By: Raymond K. Swerdfeger, V.P.
Raymond Swerdfeger, Vice President

Docusign Envelope ID: A9E972D7-40C8-482C-A1D3-D9A4C295B2A6

INCREASE PENALTY RIDER

BOND AMOUNT $1,115,764.00 BOND NO. 0259443

To be attached and form a part of Bond No. 0259443 dated the 14th Day of May, 2024, executed by Berkley Insurance Company as surety, on behalf of Miller Pipeline, LLC as current principal of record, and in favor of City of Pueblo, as Obligee for 2024 Court Street Sanitary Sewer Rehabilitation, and in the amount of One Million One Hundred Fifteen Thousand Seven Hundred Sixty Four Dollars and 00/100 ($1,115,764.00).

In consideration of the agreed premium charged for this bond, it is understood and agreed that Berkley Insurance Company hereby consents that effective from the 13th Day of May, 2025, said bond shall be amended as follows:

THE BOND PENALTY SHALL BE INCREASED:

FROM: One Million One Hundred Fifteen Thousand Seven Hundred Sixty Four Dollars and 00/100 ($1,115,764.00)

TO: One Million Six Hundred Twenty One Thousand Seven Hundred Seven Dollars and 17/100 ($1,621,707.17)

The INCREASE of said bond penalty shall be effective as of the 13th Day of May, 2025, and does hereby agree that the continuity of protection under said bond subject to changes in penalty shall not be impaired hereby, provided that the aggregate liability of the above mentioned bond shall not exceed the amount of liability assumed by it at the time the act and/or acts of default were committed and in no event shall such liability be cumulative.

Signed, sealed and dated this 5th Day of June, 2025

Miller Pipeline, LLC
PRINCIPAL

BY Raymond K. Swadley, V.P.

Berkley Insurance Company
SURETY

BY
Kathleen M. Coen, ATTORNEY-IN-FACT

THE ABOVE BOND IS HEREBY AGREED TO AND ACCEPTED BY:

City of Pueblo
OBLIGEE

BY Naomi Hudson
Director of Purchasing **TITLE**

Docusign Envelope ID: A9E972D7-40C8-482C-A1D3-D9A4C295B2A6

No. BI-10254i-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Holly Tallone; Louis J. Bensinger; Kathleen M. Coen; Gary Giulietti; Julia C. Zalesky; Abigail E. Curtiss; Jordan Fisher; Ashley Martin; Dana E. Wium; Kelly Wolff; or Ryan W. Duffy of Lockton Companies, LLC of Blue Bell, PA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

Attest:
By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 5th day of June, 2025.

_____
Vincent P. Forte

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into this 14th day of May, 2024, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and Miller Pipeline, LLC, an Indiana Company Authorized to do business in the State of Colorado, hereinafter referred to in the Contract Documents as "Contractor".

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

Bid No: **24-057 (WWAN01)**
Bid Name: **2024 Court Street Sanitary Sewer Rehabilitation Project**

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

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

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

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

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

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

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

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

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

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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.

MILLER PIPELINE, LLC

By _____
Raymond Swerdfeger

Title Managing Member

PUEBLO, A MUNICIPAL CORPORATION

DocuSigned by:
By _____
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:

DocuSigned by:
_____
CAE4752363A94D6...
Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

DocuSigned by:
David Wyatt
_____
714C62EACB8D49E...
David Wyatt, City Attorney

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

PERFORMANCE BOND

Bond Number 0259443

KNOW ALL MEN BY THESE PRESENTS:

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

Berkley Insurance Company
Surety

of Greenwich, State of Connecticut, 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:

One Million One Hundred Fifteen Thousand Seven Hundred Sixty Four Dollars and 00/100 ($1,115,764.00)

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 14th day of May, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: **24-057 (WWAN01)**
Bid Name: **2024 Court Street Sanitary Sewer Rehabilitation Project**

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: 44D0B2F2-5361-4028-A64D-EA7D283243B1

IN WITNESS WHEREOF, this instrument is executed on the 14th day of May, 2024.

ATTEST:

By _____
Principal Secretary

(SEAL)

By _____
(Witness as to Principal)

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

MILLER PIPELINE, LLC

By _____
Raymond Swerdfeger

Title Managing Member

421 E. INDUSTRIAL BLVD.
(Address)
PUEBLO WEST, CO 81007

Berkley Insurance Company
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact
Jordan Fisher

(SEAL)

By _____
(Witness as to Surety)
Julia Zalesky

751 Arbor Way, Suite 250, Blue Bell, PA 19422
(Address)

By _____
Attorney-In-Fact
Jordan Fisher

475 Steamboat Road, Greenwich, CT 06830
(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: 44D0B2F2-5361-4028-A64D-EA7D283243B1

PAYMENT BOND

Bond Number 0259443

KNOW ALL MEN BY THESE PRESENTS:

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

Berkley Insurance Company
Surety

of Greenwich, State of Connecticut, 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:

One Million One Hundred Fifteen Thousand Seven Hundred Sixty Four Dollars and 00/100 ($1,115,764.00)

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 14th day of May, 2024, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.: **24-057 (WWAN01)**
Bid Name: **2024 Court Street Sanitary Sewer Rehabilitation Project**

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: 44D0B2F2-5361-4028-A64D-EA7D283243B1

IN WITNESS WHEREOF, this instrument is executed on the 14th day of May, 2024.

MILLER PIPELINE, LLC

ATTEST:

By _____
Principal Secretary

(SEAL)

By _____
Raymond Swerdfeger, V.P.

Title Managing Member

421 E. INDUSTRIAL BLVD.
(Address)
PUEBLO WEST, CO 81007

By _____
(Witness as to Principal)

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

Berkley Insurance Company
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact
Jordan Fisher

(SEAL)

By _____
Attorney-In-Fact
Jordan Fisher

475 Steamboat Road, Greenwich, CT 06830
(Address)

By _____
(Witness as to Surety)
Julia Zalesky

751 Arbor Way, Suite 250, Blue Bell, PA 19422
(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: 44D0B2F2-5361-4028-A64D-EA7D283243B1

No. BI-10254h-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Holly Tallone; Louis J. Bensinger; Kathleen M. Coen; Gary Giulietti; Julia C. Zalesky; Abigail E. Curtiss; Jordan Fisher; Ashley Martin; Dana E. Wium; or Kelly Wolff of Lockton Companies, LLC of Blue Bell, PA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:
By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2020

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 14th day of May, 2024

_____
Vincent P. Forte

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET
DECEMBER 31, 2023
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	$	15,962,571
Common & Preferred Stocks		5,237,203
Cash & Short Term Investments		1,115,920
Premiums Receivable		2,668,092
Other Assets		4,315,866
Total Admitted Assets	$	29,299,653

Liabilities & Surplus

Loss & LAE Reserves	$	14,815,670
Unearned Premium Reserves		4,692,755
Other Liabilities		1,015,089
Total Liabilities	$	20,523,514
Common Stock	$	43,000
Preferred Stock		10
Additional Paid In Capital		2,980,072
Unassigned Surplus		5,753,056
Total Policyholders' Surplus	$	8,776,138
Total Liabilities & Surplus	$	29,299,653

Officers:
President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

NOTICE TO PROCEED

May 30, 2024

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

Ref: Bid No: 24-057 (WWAN01)
Bid Name: 2024 Court Street Sanitary Sewer Rehabilitation Project

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

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

Sincerely,

DocuSigned by:
Andra Ahrens
A5BD9A5DB56C412...

Andra Ahrens
Director of Wastewater

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

NOTICE OF AWARD

April 30, 2024

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

Ref: Bid No: 24-057 (WWAN01)
Bid Name: 2024 Court Street Sanitary Sewer Rehabilitation Project

The City of Pueblo (City) hereby accepts your proposal submitted on April 24, 2024, for the construction of the referenced project. It appears that your proposal in the amount of $1,115,764.00 for the Total Base Bid is fair, equitable, and in the best interest of the City. This award is contingent upon City Council approval on May 13, 2024. The contract is not binding until a Notice to Proceed has been issued by the City of Pueblo; however, you are authorized to proceed with the purchase of the HDPE pipe for this project due to the long lead time. In the event the project is not approved by City Council, the City of Pueblo Wastewater Department will be responsible for the following:

1. 350 LF of 20" HDPE Pipe at the total amount of $14,608.73
2. 700 LF of 16" HDPE Pipe at the total amount of $17,966.02

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

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

Sincerely,

Naomi Hedden

Naomi C. Hedden
Director of Purchasing

ACKNOWLEDGEMENT: By signing below, Contractor acknowledges the provisions of award as detailed above.

Raymond K. Swerdfeger, V.P.

Signature of Contractor

5/3/24

Date

Raymond K. Swerdfeger, VP

Printed Name & Title

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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

[MILLER PIPELINE, LLC] RESPONSE DOCUMENT REPORT

IFB No. 24-057 (WWAN01)

2024 Court Street Sanitary Sewer Rehabilitation Project

RESPONSE DEADLINE: April 24, 2024 at 10:00 am

Report Generated: Thursday, April 25, 2024

Miller Pipeline, LLC Response

CONTACT INFORMATION

Company:
Miller Pipeline, LLC

Email:
jimmy.stephens@millerpipeline.com

Contact:
Jimmy Stephens

Address:
421 E. Industrial Blvd
Pueblo West, CO 81007

Phone:
N/A

Website:
N/A

Submission Date:
Apr 24, 2024 9:42 AM

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

ADDENDA CONFIRMATION

Addendum #1
Confirmed Apr 22, 2024 9:47 AM by Jimmy Stephens

Addendum #2
Confirmed Apr 22, 2024 9:47 AM by Jimmy Stephens

QUESTIONNAIRE

1. BID GUARANTEE*
Pass

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

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

If sending by mail the envelope must be addressed to:

City of Pueblo Purchasing Department

230 S. Mechanic Street

Pueblo, CO 81003

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

- Bid_Bond.pdf

MPL_-_Pueblo_24-057_(WWAN01)_Bid_Bond_Executed.pdf

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

2. CONFIRMATION OF UNDERSTANDING AND OFFER*

Pass

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

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

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

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

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

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

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

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

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

Confirmed

3. NAME, TITLE, AND CONTACT INFORMATION*

Pass

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

Ray Swerdfeger (719) 252-8803 ray.swerdfeger@millerpipeline.com

4. DETAILS AND PLANS FOR PIPE BURSTING*

Upload details and plans for pipe bursting.

Sites_1_&_3_Burst.pdf

5. ACKNOWLEDGEMENTS

AFFIRMATIVE ACTION PLAN REQUIREMENT:*

Pass

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

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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

Please confirm your acknowledgment of the above statement:

Confirmed

INSURANCE REQUIREMENTS*
Pass

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

Please confirm your acknowledgment of the above statement:

Confirmed

COLORADO LABOR REQUIREMENT:*
Pass

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

Please confirm your acknowledgment of the above statement:

Confirmed

SALES AND/OR USE TAX INFORMATION*
Pass

CITY OF PUEBLO SALES OR USE TAX –

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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

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

STATE OF COLORADO SALES OR USE TAX –

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

PUEBLO COUNTY SALES OR USE TAX –

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

Please confirm you acknowledge the above statements:

Confirmed

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

CONVICTED OF A CRIMINAL OFFENSE*
Pass

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

No

CONVICTED UNDER STATE OR FEDERAL STATUTES*
Pass

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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

No

CONVICTED UNDER STATE OR FEDERAL ANTITRUST STATUTES*
Pass

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

No

FAILED TO PERFORM*
Pass

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

No

SUSPENSION OR DEBARMENT*
Pass

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

No

UNQUALIFIED*
Pass

Unqualified or financially unable to timely perform the work?

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No

UNLICENSED *
Pass

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

No

DELINQUENT*
Pass

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

No

CONFIRMATION *
Pass

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

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

Confirmed

PRICE TABLES

BASE BID

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
BASE BID					
Site #1 - W 4th ST AND COURT ST					
1	Pipe Burst 18" VCP	323	LF	$596.00	$192,508.00
2	Reinstate Sanitary Sewer Service	3	EA	$4,767.00	$14,301.00
3	Reinstate Sanitary Sewer Service - 4th Street Intersection	2	EA	$5,073.00	$10,146.00
4	Lateral Launch Service	5	EA	$208.00	$1,040.00
5	Remove and Replace 60" Manhole	2	EA	$7,878.00	$15,756.00
6	Install Tracer Wire	1	LS	$1,687.00	$1,687.00
7	Mobilization	1	LS	$31,966.00	$31,966.00
8	Bypass Pumping	1	LS	$24,151.00	$24,151.00
9	Traffic Control	1	LS	$7,000.00	$7,000.00
Site #2 - W 6th ST AND COURT ST					
10	Remove and Replace 6" VCP To 8" PVC	169	LF	$111.00	$18,759.00
11	Remove and Replace 10" VCP To 10" PVC	234	LF	$117.00	$27,378.00
12	Reinstate Sanitary Sewer Service	20	EA	$445.00	$8,900.00
13	Lateral Launch Service	20	EA	$367.00	$7,340.00

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
14	Remove and Replace 48" Manhole	3	EA	$7,299.00	$21,897.00
15	Remove and Replace 7" Reinforced Concrete	900	SF	$21.00	$18,900.00
16	Remove and Replace Curb and Gutter	50	LF	$62.00	$3,100.00
17	Place 6" Concrete	1,690	SF	$14.00	$23,660.00
18	Place Asphalt Patch (Various Depths)	73	TN	$575.00	$41,975.00
19	Place 6" Base Course	200	TN	$49.00	$9,800.00
20	Place 2' Flowfill	10	CY	$202.00	$2,020.00
21	Install Tracer Wire	1	LS	$452.00	$452.00
22	Mobilization	1	LS	$2,449.00	$2,449.00
23	Bypass Pumping	1	LS	$4,899.00	$4,899.00
24	Traffic Control	1	LS	$6,800.00	$6,800.00
Site #3 - W 8th ST AND COURT ST					
25	Pipe Burst 15" VCP	664	LF	$512.00	$339,968.00
26	Reinstate Sanitary Sewer Service	2	EA	$6,222.00	$12,444.00
27	Lateral Launch Service	2	EA	$208.00	$416.00
28	Remove and Replace 48" Manhole	3	EA	$7,108.00	$21,324.00

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
29	Install Tracer Wire	1	LS	$1,931.00	$1,931.00
30	Mobilization	1	LS	$31,231.00	$31,231.00
31	Bypass Pumping	1	LS	$27,450.00	$27,450.00
32	Traffic Control	1	LS	$6,797.00	$6,797.00
Site #4 - W 13th ST AND COURT ST					
33	Remove and Replace 6" VCP To 8" PVC	88	LF	$111.00	$9,768.00
34	Reinstate Sanitary Sewer Service	1	EA	$831.00	$831.00
35	Lateral Launch Service	1	EA	$208.00	$208.00
36	Remove and Replace 48" Manhole	2	EA	$5,601.00	$11,202.00
37	Remove and Replace 7" Reinforced Concrete	900	SF	$21.00	$18,900.00
38	Remove and Replace Curb and Gutter	50	LF	$62.00	$3,100.00
39	Place 6" Asphalt Patch	50	LF	$143.00	$7,150.00
40	Place 2' Flowfill	15	CY	$202.00	$3,030.00
41	Install Tracer Wire	1	LS	$239.00	$239.00
42	Mobilization	1	LS	$2,450.00	$2,450.00
43	Bypass Pumping	1	LS	$612.00	$612.00

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
44	Traffic Control	1	LS	$2,418.00	$2,418.00
Site #5 - W 5th ST AND COURT ST - POINT REPAIRS					
45	Remove and Replace 15" VCP To 15" PVC	55	LF	$307.00	$16,885.00
46	Reinstate Sanitary Sewer Service	1	EA	$1,075.00	$1,075.00
47	Place 6" Asphalt Patch	55	LF	$143.00	$7,865.00
48	Place 2' Flowfill	17	CY	$202.00	$3,434.00
49	Mobilization	1	LS	$2,450.00	$2,450.00
50	Bypass Pumping	1	LS	$17,538.00	$17,538.00
51	Traffic Control	1	LS	$6,797.00	$6,797.00
Site #6 - W 10th ST AND COURT STREET - POINT REPAIRS					
52	Remove and Replace 12" VCP To 12" PVC	53	LF	$287.00	$15,211.00
53	Place 6" Asphalt Patch	58	LF	$143.00	$8,294.00
54	Place 2' Flowfill	15	CY	$202.00	$3,030.00
55	Remove and Replace 4" Concrete	120	SF	$12.00	$1,440.00
56	Remove and Replace Curb and Gutter	43	LF	$62.00	$2,666.00
57	Remove and Replace Curb Ramp	1	EA	$4,446.00	$4,446.00

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
58	Mobilization	1	LS	$2,450.00	$2,450.00
59	Bypass Pumping	1	LS	$17,033.00	$17,033.00
60	Traffic Control	1	LS	$6,797.00	$6,797.00
TOTAL					**$1,115,764.00**

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That Miller Pipeline, LLC,

of, 421 E. Industrial Blvd., Pueblo West, CO 81007, as Principal,

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

WHEREAS, the said Principal is herewith submitting its bid dated April 24, 20 24, for:

Bid No.: 24-057 (WWAN01)

Bid Name: 2024 Court Street Sanitary Sewer Rehabilitation Project

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

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

(Signature Page Follows)

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

(Bid Bond)

Signed, sealed and delivered this 24th day of April, 20 24.

ATTEST:

By _____
Secretary

(SEAL)

Miller Pipeline, LLC

_____
Principal

Berkley Insurance Company

By _____
Jordan Fisher, Attorney-in-Fact
Surety

ATTEST:

By _____
Witness
Kathleen M. Coen

(SEAL)

By _____
Attorney-in-fact
Jordan Fisher

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

No. BI-10254g-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Holly Tallone; Louis J. Bensinger; Kathleen M. Coen; Gary Giulietti; Julia C. Zalesky; Abigail E. Curtiss; Jordan Fisher; Ashley Martin; or Dana E. Wium of Lockton Companies, LLC of Blue Bell, PA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, 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 obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 6th day of March, 2024.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By _____
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 6th day of March, 2024, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 24th day of April, 2024.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

_____
Vincent P. Forte

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

BERKLEY INSURANCE COMPANY

STATUTORY BALANCE SHEET
DECEMBER 31, 2023
(AMOUNTS IN THOUSANDS)

Admitted Assets

Bonds	$	15,962,571
Common & Preferred Stocks		5,237,203
Cash & Short Term Investments		1,115,920
Premiums Receivable		2,668,092
Other Assets		4,315,866
Total Admitted Assets	$	29,299,653

Liabilities & Surplus

Loss & LAE Reserves	$	14,815,670
Unearned Premium Reserves		4,692,755
Other Liabilities		1,015,089
Total Liabilities	$	20,523,514
Common Stock	$	43,000
Preferred Stock		10
Additional Paid In Capital		2,980,072
Unassigned Surplus		5,753,056
Total Policyholders' Surplus	$	8,776,138
Total Liabilities & Surplus	$	29,299,653

Officers:
President: William Robert Berkley, Jr.
Secretary: Philip Stanley Welt
Treasurer: Richard Mark Baio
Asst. Treasurer: Bertman Adam Braud, Jr.
Asst. Secretary: Michelle Rene Rodemyer
Asst. Treasurer: Ted William Rogers

Directors:
William Robert Berkley
(Executive Chairman)
William Robert Berkley, Jr.
Philip Stanley Welt
Richard Mark Baio
Paul James Hancock
Carol Josephine LaPunzina
James Gerald Shiel

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MILLER PIPELINE | AN ARTERA COMPANY

BID 24-057 2024 COURT STREET SANITARY SEWER REHABILITATION

Pipe Burst Plans – Dated April 24, 2024

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Site 1:

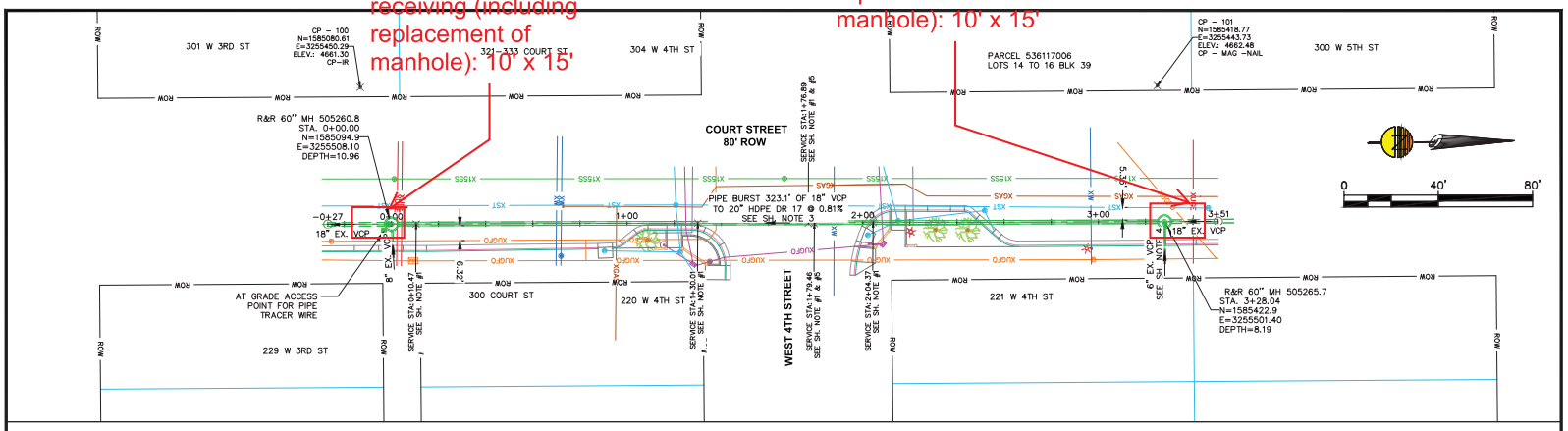
1. Bypass pumping set up – no discharge pipe crossing 4th Street
2. Drill rod to be pushed through the existing 18" VCP from the approx STAs 3+28 to 0+00.
3. 20" HDPE pipe to be pulled back while reaming (pulverizing) the 18" clay pipe.
4. Newly-installed HDPE to be set at grade at both pit locations amd new manholes placed (see attachment)
5. Service reconnections (up to 5, including 2 in 4th Street))
   Advantages:
   a. Less asphalt replacement
   b. Less concrete replacement (corner of 4th & Court)
   c. Less flowfill placed
   d. Less disruption to traffic on 4th Street

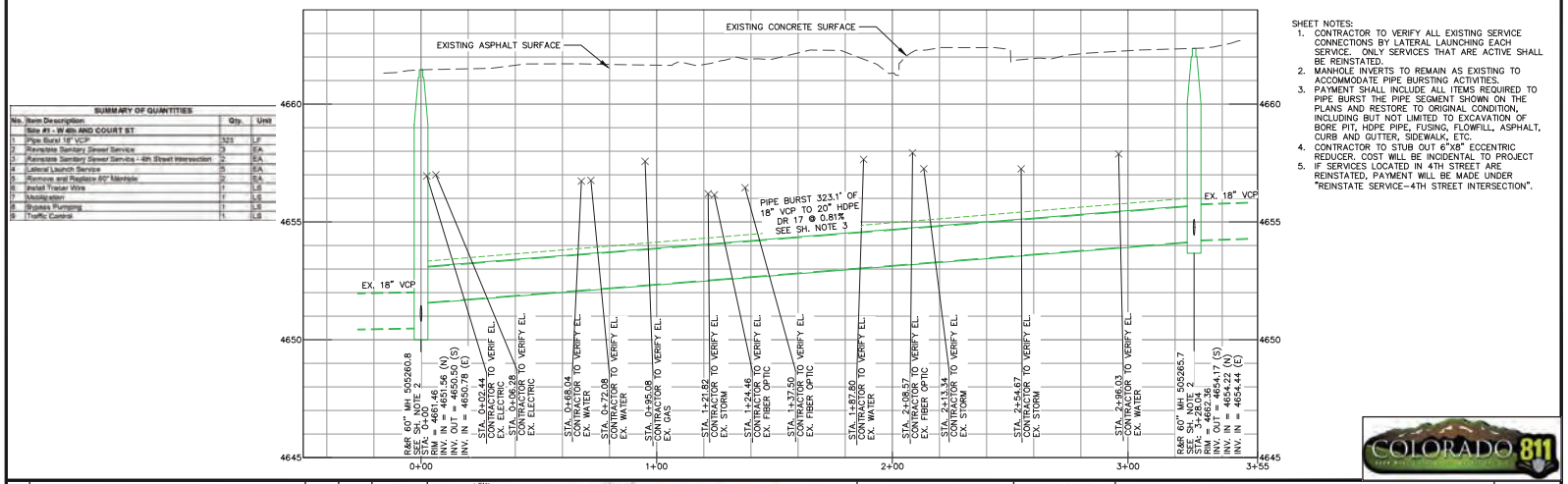
Site 3:

1. Bypass pumping set up – no bypass pumping crossing intersections
2. Drill rod to be pushed through the existing 15" VCP from the approx STAs 13+34 to 10+00.
3. 16" HDPE pipe to be pulled back while reaming (pulverizing) the 15" clay pipe.
4. Manhole at STA 10+00 to be set.
5. Services to be reinstated (if applicable)
6. Process repeated from STAs 16+70 to 13+34.
7. Remaining manholes at STAs 13+34 and 16+70 to be set
   Advantages:
   a. Less asphalt replacement
   b. Less concrete replacement (south side alley approach)
   c. Less flowfill placed
   d. Less disruption to traffic on Court St.

Approx pit dimensions - receiving (including replacement of manhole): 10' x 15'

Approx pit dimenions launch (including replacement of manhole): 10' x 15'





SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #1 - W 4th AND COURT ST		
1	Pipe Burst 18" VCP	323	LF
2	Reinstate Sanitary Sewer Service	7	EA
3	Reinstate Sanitary Sewer Service - 4th Street Intersection	2	EA
4	Lateral Launch Service	5	EA
5	Remove and Replace 60" Manhole	2	EA
6	Install Tracer Wire	1	LS
7	Mobilization	1	LS
8	Bypass Pumping	1	LS
9	Traffic Control	1	LS

SHEET NOTES:
1. CONTRACTOR TO VERIFY ALL EXISTING SERVICE CONNECTIONS BY LATERAL LAUNCHING EACH SERVICE. ONLY SERVICES THAT ARE ACTIVE SHALL BE REINSTATED.
2. MANHOLE INVERTS TO REMAIN AS EXISTING TO ACCOMMODATE PIPE BURSTING ACTIVITIES.
3. PAYMENT SHALL INCLUDE ALL ITEMS REQUIRED TO PIPE BURST THE PIPE SEGMENT SHOWN ON THE PLANS AND RESTORE TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO EXCAVATION OF BORE PIT, HDPE PIPE, FUSING, FLOWFILL, ASPHALT, CURB AND GUTTER, SIDEWALK, ETC.
4. CONTRACTOR TO STUB OUT 6"X8" ECCENTRIC REDUCER. COST WILL BE INCIDENTAL TO PROJECT
5. IF SERVICES LOCATED IN 4TH STREET ARE REINSTATED, PAYMENT WILL BE MADE UNDER "REINSTATE SERVICE–4TH STREET INTERSECTION".

NO.	REVISIONS	BY	DATE	APPROVAL

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 40'
SCALE (V): 1" = 4'
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

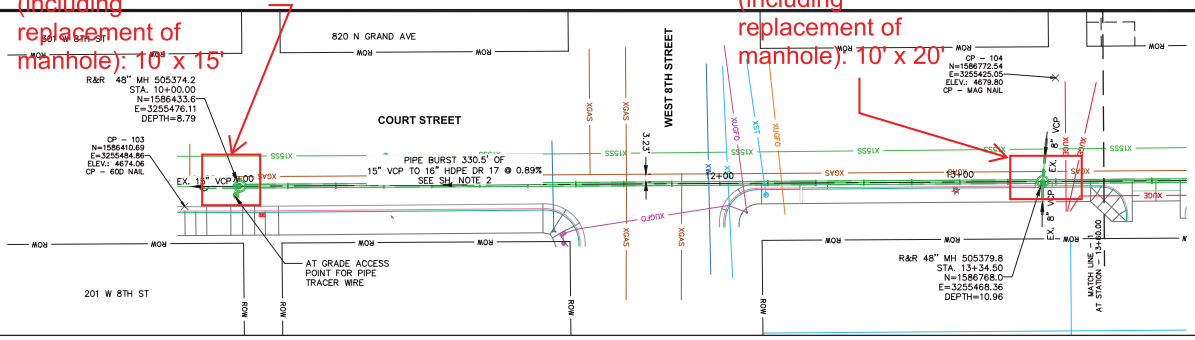
PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #1
W 4TH STREET AND COURT STREET

PAGE NO.
10 OF 16

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Approx dimensions of pit - receving pit (including replacement of manhole): 10' x 15'

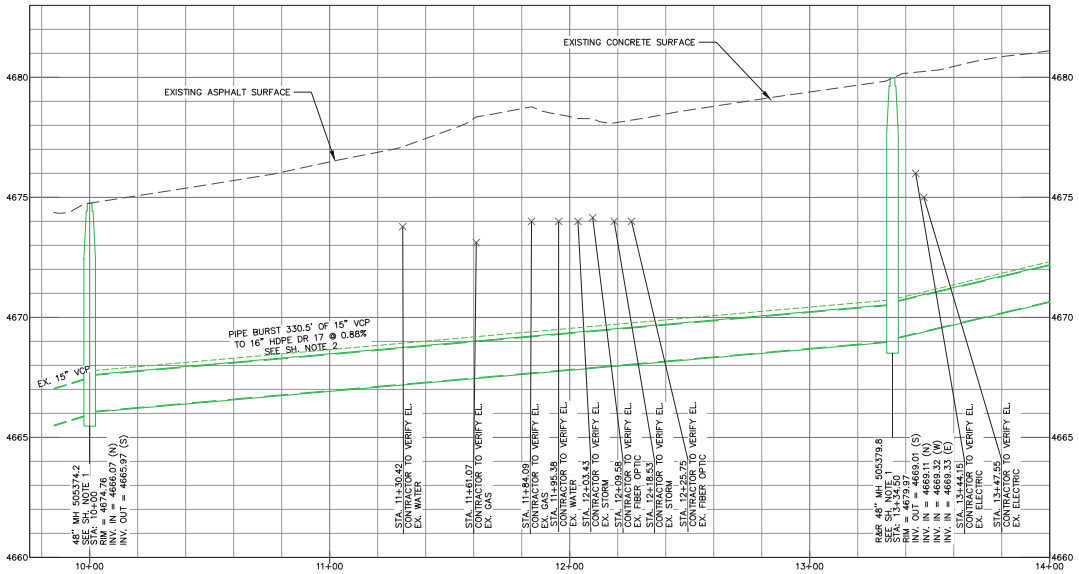
Approx dimensions of pit - launch for Shot 1/ receiving for Shot 2) (including replacement of manhole): 10' x 20'



SHEET NOTES:
1. MANHOLE INVERTS TO REMAIN AS EXISTING TO ACCOMMODATE PIPE BURSTING ACTIVITIES.
2. PAYMENT SHALL INCLUDE ALL ITEMS REQUIRED TO PIPE BURST THE PIPE SEGMENT SHOWN ON THE PLANS AND RESTORE TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO EXCAVATION OF BORE PIT, HDPE PIPE, FUSING, FLOWFILL, ASPHALT, CURB AND GUTTER, SIDEWALK, ETC.

SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #3 - W 8th ST AND COURT ST		
25	Pipe Burst 15" VCP	664	LF
26	Reinstate Sanitary Sewer Service	3	EA
27	Lateral Launch Service	2	EA
28	Remove and Replace 48" Manhole	3	EA
29	Install Tracer Wire	1	LS
30	Mobilization	1	LS
31	Bypass Pumping	1	LS
32	Traffic Control	1	LS



NO.	REVISIONS	BY	DATE	APPROVAL

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 40'
SCALE (V): 1" = 4'
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

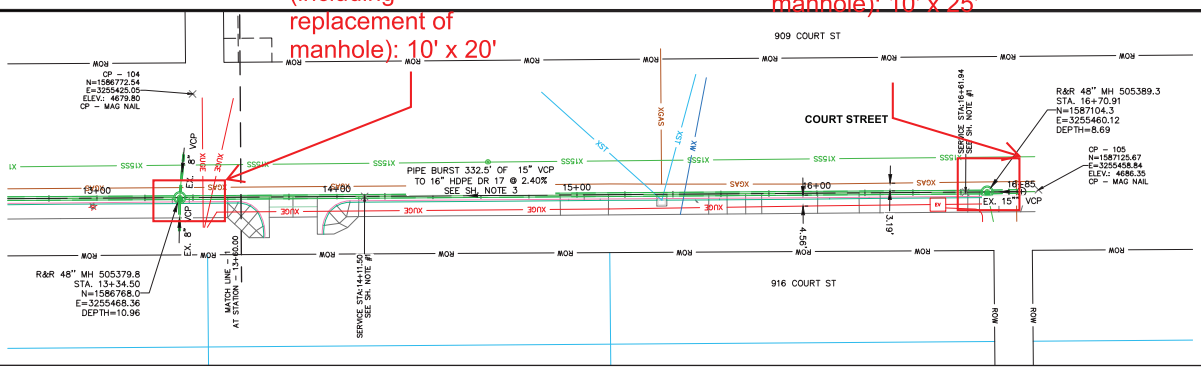
PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #3
W 8TH STREET AND COURT STREET

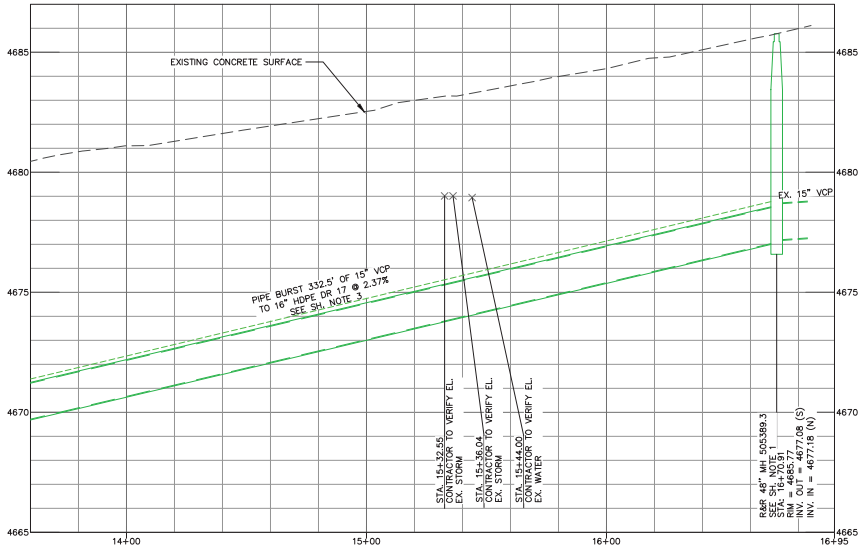
PAGE NO.
12 OF 16

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Approx dimensions of pit - launch for Shot 1/ receiving for Shot 2) (including replacement of manhole): 10' x 20'

Approx dimensions of pit - launch (including replacement of manhole): 10' x 25'





SHEET NOTES:
1. MANHOLE INVERTS TO REMAIN AS EXISTING TO ACCOMMODATE PIPE BURSTING ACTIVITIES.
2. CONTRACTOR TO VERIFY ALL EXISTING SERVICE CONNECTIONS BY LATERAL LAUNCHING EACH SERVICE. ONLY SERVICES THAT ARE ACTIVE SHALL BE REINSTATED.
3. PAYMENT SHALL INCLUDE ALL ITEMS REQUIRED TO PIPE BURST THE PIPE SEGMENT SHOWN ON THE PLANS AND RESTORE TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO EXCAVATION OF BORE PIT, HDPE PIPE, FUSING, FLOWFILL, ASPHALT, CURB AND GUTTER, SIDEWALK, ETC.

SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #3 - W 8th ST AND COURT ST		
25	Pipe Burst 15" VCP	664	LF
26	Reinstate Sanitary Sewer Service	2	EA
27	Lateral Launch Service	2	EA
28	Remove and Replace 48" Manhole	3	EA
29	Install Tracer Wire	1	LS
30	Mobilization	1	LS
31	Bypass Pumping	1	LS
32	Traffic Control	1	LS

NO.	REVISIONS	BY	DATE	APPROVAL

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 40'
SCALE (V): 1" = 4'
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #3 cont.
W 8TH STREET AND COURT STREET

PAGE NO.
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DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

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

ADDENDA REPORT

IFB No. 24-057 (WWAN01)

2024 Court Street Sanitary Sewer Rehabilitation Project

RESPONSE DEADLINE: April 24, 2024 at 10:00 am

Wednesday, April 24, 2024

Addenda Issued:

Addendum #1

Apr 18, 2024 11:41 AM

A. The following changes have been made:

1. SPECIAL PROVISIONS
    a. 3.35 PLACE FLOW-FILL AND PAYMENT has been removed and the following items renumbered.
    b. 3.61 TRAFFIC CONTROL CONFIGURATIONS has been added.
2. VENDOR SUBMISSIONS
    a. Item 4 - DETAILS AND PLANS FOR PIPE BURSTING has been added and the following items renumbered.
3. PRICING TABLE
    a. Pricing Table has been revised.
4. ATTACHMENTS
    a. Attachment C has been replaced in its entirety with updated plans.
    b. Attachment D - 24-057 Sewer Map Exhibit has been added.

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

Please use the following link to see changes.

Attachments:

· 24-057 Question & Answer Report

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Addendum #2
Apr 22, 2024 9:21 AM
The following change has been made:

A. ATTACHMENTS

1. Attachment E - 24-057 Sewer Map Exhibit 2 has been added.

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

Addenda Acknowledgements:

Addendum #1

Proposal	Confirmed	Confirmed At	Confirmed By
Lucky Dog Contracting	X	Apr 22, 2024 3:58 PM	Luke Saxon
RGX	X	Apr 23, 2024 9:58 PM	Bailey Russ
Miller Pipeline, LLC	X	Apr 22, 2024 9:47 AM	Jimmy Stephens

Addendum #2

Proposal	Confirmed	Confirmed At	Confirmed By
Lucky Dog Contracting	X	Apr 22, 2024 3:58 PM	Luke Saxon
RGX	X	Apr 23, 2024 9:58 PM	Bailey Russ
Miller Pipeline, LLC	X	Apr 22, 2024 9:47 AM	Jimmy Stephens

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

QUESTION & ANSWER REPORT

IFB No. 24-057 (WWAN01)

2024 Court Street Sanitary Sewer Rehabilitation Project

RESPONSE DEADLINE: April 24, 2024 at 10:00 am

Thursday, April 18, 2024

Approved, Answers Provided

1. Pipe Bursting Only Rehabilitation Option

Apr 11, 2024 9:37 AM

Question: Is pipe bursting the only rehabilitation option for Site #1 and Site #3? Can the Site #1 and Site #3 be open cut or can cured-in-place pipe (CIPP) be installed?

Apr 11, 2024 9:37 AM

Answered by Sonia Mondragon: Only pipe bursting will be allowed for this project. Due to the existing storm appurtenances, landscaping, lighting and significant surface improvements, an open cut installation will not be allowed. CIPP will also not be allowed in lieu of pipe bursting. The pipe segments to be trenchlessly rehabilitated have too many severe offsets and deformities where CIPP lining would not be a desirable option.

Apr 18, 2024 10:41 AM

2. Sanitary Sewer Maps for Bypass Pumping Purposes

Apr 11, 2024 9:38 AM

Question: Can you provide maps of the collection system across 4th street for bypass pumping purposes?

Apr 11, 2024 9:38 AM

Answered by Deborah Rivera: Please see the file 24-057 Sewer Map Exhibit which will be included with Addendum No. 1.

Apr 18, 2024 10:41 AM

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3. Pavement Striping

Apr 11, 2024 9:39 AM

Question: Will the contractor be responsible for replacing any pavement striping removed during the sanitary sewer rehabilitation?

Apr 11, 2024 9:39 AM

Answered by Sonia Mondragon: No, all striping will be restored at the time of the Public Works Court Street Overlay Project.

Apr 18, 2024 10:41 AM

4. Manholes (Epoxy Coated)

Apr 11, 2024 9:39 AM

Question: Will the manholes be epoxy coated in this project?

Apr 11, 2024 9:39 AM

Answered by Sonia Mondragon: No, manholes will not be epoxy coated in this project.

Apr 18, 2024 10:41 AM

5. Pipe Material for Pipe Bursting

Apr 11, 2024 9:47 AM

Question: Site #1 and #3 both have bursting on them. On the profile view on those sheets, the pipe is shown as PVC but Sheet Notes 2 on each sheet says the pipe is HDPE. Which is correct? If it is HDPE, what DR rating and diameter do we use as there is not an exact ID equivalent between SDR 35 and HDPE?

Apr 11, 2024 9:47 AM

Answered by Sonia Mondragon: Site #1 and Site #3 pipe material shall be HDPE 17. Site #1 pipe diameter shall be 20” and Site #3 pipe diameter shall be 16”.

Apr 18, 2024 10:41 AM

6. Pavement Impact Fees

Apr 15, 2024 9:50 AM

Question: Will pavement impact fees be assessed at the time of an excavation permit is obtained?

Apr 15, 2024 9:50 AM

Answered by Sonia Mondragon: No, the contractor will not need to pay pavement impact fees with an excavation permit.

Apr 18, 2024 10:41 AM

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7. GeoTechnical Info

Apr 16, 2024 9:43 AM

Question: Is there a geotechnical report available. Need to know the potential for ground water and soil type information would be good to know as well.

Apr 16, 2024 9:43 AM

Answered by Sonia Mondragon: No geotechnical reports are available for this project.

Apr 18, 2024 10:41 AM

8. Bid Item Unit?

Apr 16, 2024 9:46 AM

Question: For bid item 27 " Remove and Replace 48" Manholes" the unit is CY. Assuming this should be an EA unit. Pleas clarify.

Apr 16, 2024 9:46 AM

Answered by Deborah Rivera: Yes, "Remove and Replace 48" Manhole" should be a EA unit. The pricing table and plan sheets will be revised with Addendum No. 1.

Apr 18, 2024 10:41 AM

9. Asphalt Thickness

Apr 16, 2024 9:50 AM

Question: Could the existing asphalt be given for all of the different sites. Need to know the expected thickness for patch back for particularly the Pipe bursting sites. This info is not given.

Apr 16, 2024 9:50 AM

Answered by Sonia Mondragon: No information is available for pavement thickness.

Apr 18, 2024 10:41 AM

10. Efluent Flows

Apr 16, 2024 9:51 AM

Question: Are daily flows available for each site, to confirm bypass needs

Apr 16, 2024 9:51 AM

Answered by Sonia Mondragon: Flows are not available for bypass purposes. The Contractor is responsible to pull manholes and determine bypassing requirements.

Apr 18, 2024 10:41 AM

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11. Traffic Control

Apr 16, 2024 9:54 AM

Question: Will court street be allowed to be closed to thru traffic.

Apr 16, 2024 9:54 AM

Answered by Deborah Rivera: Please see the Traffic Control Configurations item which will be added to the Special Provisions with Addendum No. 1.

Apr 18, 2024 10:41 AM

12. Bid Date

Apr 16, 2024 9:57 AM

Question: Would the city entertain moving the bid date 1 week

Apr 16, 2024 9:57 AM

Answered by Sonia Mondragon: No, due to the tight schedule for Public Works' overlay an extension for bidding will not be made.

Apr 18, 2024 10:41 AM

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PUBLIC IMPROVEMENT INVITATION FOR BID

24-057 (WWAN01)

2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

City of Pueblo

230 S. Mechanic St.

Pueblo, CO 81003

RELEASE DATE: April 3, 2024

DEADLINE FOR QUESTIONS: April 17, 2024, 5:00 pm

RESPONSE DEADLINE: April 24, 2024, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

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

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City of Pueblo
PUBLIC IMPROVEMENT INVITATION FOR BID
2024 Court Street Sanitary Sewer Rehabilitation Project

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

Attachments:

A - Sample Contract Documents

B - Licensing and Sales Tax Information

C - 2024 Court Street Sanitary Sewer Rehabilitation Project Plans Revised for Addendum No. 1

D - 24-057 Sewer Map Exhibit

E - 24-057 Sewer Map Exhibit 2

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

1. ADVERTISEMENT FOR BIDS

(AS PUBLISHED)

TO WHOM IT MAY CONCERN:

The City of Pueblo will receive sealed bids up to the hour of 10:00 am (MT) on Wednesday, April 24, 2024, for the following project. Bids must be submitted electronically through the OpenGov portal which may be accessed via the City of Pueblo Purchasing Department website at www.pueblo.us/purchasing or at https://procurement.opengov.com/portal/pueblo.

BID NO.: 24-057 (WWAN01)

BID NAME: 2024 Court Street Sanitary Sewer Rehabilitation Project

MANDATORY PRE-BID MEETING: Wednesday, April 10, 2024, at 2:30 pm (MT). Meeting will be held at the James R. DiIorio Water Reclamation Facility Engineering Conference Room, 1300 S. Queens Avenue, Pueblo, CO 81001. Bidders may attend in person or via Microsoft Teams.

In general, this project will consist of pipe bursting 987 LF and removing and replacing 599 LF of sanitary sewer main, reinstating services and removing and replacing the manholes associated with the sewer mains as well as surfaces improvements necessary to complete the project as detailed in the plans and specifications for this project.

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

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

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

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

Published: Wednesday, April 3, 2024 in The Pueblo Chieftain Newspaper

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2. INTRODUCTION

2.1. Summary

In general, this project will consist of pipe bursting 987 LF and removing and replacing 599 LF of sanitary sewer main, reinstating services and removing and replacing the manholes associated with the sewer mains as well as surfaces improvements necessary to complete the project as detailed in the plans and specifications for this project.

2.2. Contact Information

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

Department:
Wastewater

2.3. Timeline

Advertisement/Release Project Date	April 3, 2024
Pre-Bid Meeting (Mandatory)	April 10, 2024, 2:30pm In Person: James R. Dilorio Water Reclamation Facility Engineering Conference Room 1300 S. Queens Ave. Pueblo, CO 81001 Microsoft Teams: Meeting ID: 225 421 245 636 Passcode: jePyrS
Question Submission Deadline	April 17, 2024, 5:00pm
Bid Opening	April 24, 2024, 10:00am

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3. SPECIAL PROVISIONS

3.1. GENERAL INSTRUCTIONS

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

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

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

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

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

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

3.2. STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS

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

3.3. SPECIFICATION LANGUAGE

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

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3.4. APPROVED EQUAL

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

3.5. INCONSISTENCIES

Any inquiries regarding seeming inconsistencies between the Plans and Specifications for this project must be made by Wednesday, April 17, 2024 at 5:00 pm (MT).

3.6. PREPAYMENT OF CITY SALES AND USE TAX

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

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

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

3.7. PERA LIABILITY

Contractor shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement.

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

3.8. CONTRACTOR EVALUATION

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

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3.9. SITE INVESTIGATION

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

3.10. PRE-CONSTRUCTION CONFERENCE

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

- Traffic Control plan(s) for review by the City.
- American Traffic Safety Services Association or Colorado Contractors Association certificate for traffic control supervisor
- Safety Data Sheets for all materials used for the work outlined in this contract.
- All Manufacturer data on material used i.e. properties, preparation, storage, installation/application & curing.
- A certified statement from the manufacturer that the contractor/installer is trained and approved in the handling, mixing and application of the products for use.
- Bypass Pumping plan(s) for review by the City.
- Stormwater Management Plan
- Asphalt and Concrete mix designs
- Project Schedule.
- Proof of Prepayment for City Sales and Use Tax, if applicable.

3.11. SAFETY REGULATIONS

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

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

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

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

3.13. REPRESENTATIVE AVAILABLE FOR EMERGENCY CALLS

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

3.14. DUST PREVENTION

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

3.15. UTILITY LOCATIONS

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

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

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3.16. ABANDONED UTILITIES

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

3.17. OVERHEAD AND/OR UNDERGROUND HIGH VOLTAGE POWER LINES

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

3.18. CONCRETE PERMITS

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

3.19. COORDINATION OF CONSTRUCTION ACTIVITIES

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

3.20. COMPLETE WORK ON TIME

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

3.21. LAYING OUT WORK

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

3.22. CONSTRUCTION STAKING

Contractor may request construction staking by the City for all curb and gutter and crosspan replacement. Contractor shall notify the City 48 hours in advance for staking. Contractor shall protect all stakes from damage during construction and shall be responsible for the cost of replacing any stakes that are damaged. The City shall replace stakes at a cost of $50.00 per stake which may be deducted from the final payment to Contractor.

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3.23. HOURS OF WORK

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

3.24. MOBILIZATION

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

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

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

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

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

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

3.25. CONSTRUCTION TRAFFIC CONTROL

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

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

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

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

3.26. TRAFFIC CONTROL SUPERVISOR

The Traffic Control Supervisor shall be certified as a Worksite Traffic Supervisor by the American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association (CCA). A copy of the Traffic

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Control Supervisor's Certification shall be provided to the Project Manager at the project pre construction conference

3.27. TRAFFIC CONTROL DEVICES – SIGNS

Contractor shall be responsible for all permanent traffic control devices (signs) within the construction area. If permanent devices conflict with construction activities, Contractor shall be responsible for placement of temporary traffic control devices and the removal/reinstallation of permanent devices.

All work shall be in accordance with the Manual of Uniform Traffic Control Devices. All regulatory signs (Stop, Yield, One Way, Do Not Enter, etc.) shall be maintained in either a temporary or permanent manner. Temporary devices shall be in place prior to the removal of permanent devices. Contractor shall be held fully responsible for any claims resulting from negligence in failing to act or maintain any traffic control device.

Contractor shall be responsible for maintaining the condition of any sign that is temporarily removed. Should there be any damage to devices (signs, poles, bases, and hardware) Contractor shall be financially responsible to the City for replacement of said devices.

Contractor shall contact Traffic Maintenance at (719) 553-2300 for approval of the specific location in which the devices are to be reinstalled. Contractor shall obtain underground utility locates prior to reinstalling devices.

The Traffic Engineer or designee will evaluate existing signage for replacement with new materials. If required, the City will provide all replacement materials to the Contractor prior to reinstallation. Where new devices are required per the construction drawings all signs, posts, bases, and hardware shall be supplied by the City. Contractor shall contact the Traffic Engineer at (719) 553-2722 to order signs providing the City at least two-week notification to obtain the necessary material.

3.28. PRESERVATION OF HISTORIC STREET NAME CURB STAMPS

Older areas within the City may have street names stamped into the top of the concrete curb at street intersections where new curb ramps are to be constructed. Contractor shall preserve the portion of concrete curb with the historic street name and reinstall it behind the new curb and gutter.

Prior to any demolition, the Contractor shall verify if any street names are stamped in the existing curb head. If any street names exist the Contractor shall notify the Construction Inspector for documentation of the curb stamp and condition. If the condition of the existing concrete curb allows, the Contractor shall neatly saw cut the portion of curb containing the street name as needed to remove the portion intact. The Contractor shall reinstall the portion of curb with the street name directly behind the new curb and gutter adjacent to the new curb ramp.

3.29. PROTECTION OF CONCRETE FROM TRAFFIC AND VANDALISM

All concrete shall be protected from traffic for a period of fourteen (14) days, or as directed by the Project Manager. The Contractor shall provide necessary supervision and/or barriers to protect all concrete from traffic or vandalism. Any concrete damaged by traffic and/or vandalism will be rejected. Replacement of damaged concrete shall be paid for entirely by the Contractor.

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3.30. ASPHALT AND CONCRETE REMOVAL

Asphalt and concrete shall be removed to the lines and grades established by the Project Manager. Any removal outside those lines and grades not approved by the Project Manager, will not be paid for by the City. Contractor shall properly dispose of all removed items from the construction site.

Saw cutting to remove asphalt and concrete to a neat line shall not be paid for separately but shall be included in the cost of the asphalt and concrete removal bid item.

3.31. CURB AND GUTTER CONSTRUCTION AND PAYMENT

Contractor shall schedule their work to minimize the inconvenience to the public. Property owners shall be notified well in advance of any work that interferes with access to private driveways. Access to driveways shall be restored no later than fifteen (15) days after the concrete is placed.

Sections of curb and gutter shall not be considered for partial payment until backfill and restoration (if applicable) are completed.

Under the bid item labeled “Const. Curb and Gutter”, the Contractor shall construct curb and gutter to match existing type (6” Std. 9”x30” pan, Roll top, etc.). Payment for all types of curb and gutter will be the unit price in the Bid Schedule.

3.32. TACTILE BAND FOR CURB RAMPS

The base of the curb ramp area only shall include a Tactile Band. The Tactile Band shall be cast iron castings containing truncated domes. Castings shall meet the requirements of Americans with Disabilities Act Accessibility Guidelines (ADAAG) for Accessible Public Rights-of-Way. Castings shall be cast-in-place truncated dome tactile system, Neenah R-4984, East Jordan Iron Works 7005, or approved equal at the sizes shown on the plans. Radial castings shall be East Jordan Iron Works 7006-20 (20’ radius), 7006-25 (25’ radius), 7006-30 (30’ radius) or approved equal, placed as shown on the plans. All work associated with this item shall be paid for under the “Remove and Replace Curb Ramp” bid item.

3.33. EROSION AND SEDIMENT CONTROL

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

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

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

   1. Stockpile BMPs protection.
   2. Concrete washout BMPs.
   3. Vehicle tracking control BMPs.

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4. Site sediment containment BMPs.
5. Downstream secondary defense BMPs, if applicable.
6. Any additional BMPs required due to site specific conditions.

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

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

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

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

F. Failure to comply with the requirements to prevent illicit discharges from the construction site is unlawful and a municipal offense which may result in the issuance of a summons and complaint to the Pueblo Municipal Court. Persons who are convicted of violating any provision of the Pueblo Municipal Code are subject to fines of up to one thousand dollars ($1,000) and/or one (1) year imprisonment for each day the violation continues.

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

3.34. PERMITS AND FEES

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

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

- Air Quality Permit
  - Permitting Agency: Pueblo County/Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor
- CDPHE Stormwater Construction Permit

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- Permitting Agency: Colorado Department of Public Health and Environment
- Responsibility to Obtain: Contractor

- Excavation Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Concrete Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Traffic Control Permit
  - Permitting Agency: City of Pueblo
  - Responsibility to Obtain: Contractor
- Fugitive Particulate Emissions Control Plan
  - Permitting Agency: Colorado Department of Public Health and Environment
  - Responsibility to Obtain: Contractor
- CDOT Special Use Permit
  - Permitting Agency: Colorado Department of Transportation
  - Responsibility to Obtain: Contractor

3.35. ASPHALT PAVING SCHEDULE

Asphalt paving **MUST** commence no later than 3 working days after TV inspection acceptance. Paving is to be carried out continuously until completed. This is to prevent extra moisture from being introduced into the properly compacted materials that could be detrimental to the future quality of the trench. The Contractor shall be responsible for the maintenance of any partially constructed street at all times. In the event that the Contractor is unable to construct the bituminous plant mix pavement during inclement weather, Contractor shall maintain said partially constructed streets to the satisfaction of the Engineer in accordance with Article 14 – Excavation Within Public Right of Way, Section 14.3.10, Hot Bituminous Pavement or Concrete Unavailable or Inclement Weather on Completion of Backfill and Section 14.3.11, Replacement of Temporary Asphalt Surface.

3.36. REINSTATE SERVICE

The “reinstate services” pay item shall include locating and reconnecting all lateral service lines to the sanitary sewer main. When reinstating a service via an open trench, the Contractor shall use a a hard tie polyvinyl chloride (PVC) fitting when reinstating an existing PVC service. All other services shall be

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reinstated using a Fernco Strong Back RC Series Repair Coupling or an approved equal shielded coupler to connect the existing to the new service pipe.

The sanitary sewer service line locations shown on the plans are based on City records and television and may not include all service lines. The Contractor shall be responsible for all costs incurred for a service line tap not properly located, to include but not limited to excavation and restoration of the missed service.

Payment for this item shall be paid by the lump sum for each tap which is located and reinstated as found and accepted in the field.

3.37. BYPASS PUMPING

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

The Contractor shall submit a plan for handling existing sewage flows while rehabilitating the pipe at the pre-construction meeting for approval by the City. The bypass plan must be designed in accordance with the approved traffic control plans. Precautions must be taken to ensure that sewage flow control operations do not cause damage to property being served by the sewers involved. At no time shall raw wastewater run freely through any open ditch where point repairs are to be made. The only exception is during a service line reconnection. There must be a hard tie from the rehabilitated pipe to the existing pipe during non-working hours.

The Contractor shall be responsible to obtain existing flows in all mains that will be affected by bypass to determine a bypass plan.

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

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

3.38. CALCIUM ALUMINATE COATING

All surfaces that show exposed structural steel, spalling greater than 3/4” deep, cracks greater than 3/8” wide or infiltration of groundwater shall be patched using calcium aluminate. The Engineer will determine what manholes require patching after cleaning. Remove any sharp edges or rough sections that would snag hose or power lines. The surface shall be smooth and free of any deformities. Any and all costs associated with preparing the surface for calcium aluminate patching shall be included in the line item for calcium aluminate coating.

Calcium aluminate patching shall conform to the following performance testing:

- Compressive Strength, 28-day
    - Method: ASTM C109

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  - Results: 9,000 psi
- Flexural Strength, 28-day
  - Method: ASTM C293
  - Results: 1,000 psi
- Bond Strength, 28-day
  - Method: ASTM C882
  - Results: 2,000 psi
- Freeze-Thaw Durability
  - Method: ASTM C666
  - Results: No visible damage after 300 cycles
- Shrinkage at 95% Humidity, 28-day
  - Method: ASTM C596
  - Results: 0%
- Sulfide Resistance
  - Method: ASTM C267
  - Results: No attack

Testing will be performed on an as needed basis at the discretion of the Engineer.

If manhole patching exceeds 3/4" thick, additional patching may be paid under the **"Additional Calcium Aluminate Coating"** line item. The Contractor is responsible to inspect the manhole prior to bidding to determine the severity of deterioration. The Engineer must provide written authorization before additional manhole patching begins. Any additional patching performed that is not approved by the Engineer, will not be paid for by the City.

Payment for this item shall be by the vertical foot calcium aluminate coating which is placed, tested and accepted as measured in the field. Measurement shall be from the invert of the manhole to the top rim of the manhole.

3.39. EPOXY COATING

The interior surface of the manholes will be coated with 100% solid, self-priming, ultra-high build epoxy applied to a minimum thickness of 125 mils with an airless spray gun applicator. To insure a 125 mils thickness, a wet film thickness gage shall be used to verify thickness during the application process. A micro-gauge may be used after application to ensure no shrinkage has occurred after the curing process. The contractor may have an ultrasound on hand to show thickness is being met. Apply epoxy coating in accordance with manufacturer's instructions. The epoxy coating shall completely cover all manhole

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walls and bases including inverts to ensure a seal from outside water sources. The finished surface on all components of the manhole will be smooth and free of sags, ridges, skips, voids, and pinholes. Epoxy coating shall conform to the following performance testing.

- Flexural Strength
  - Method: ASTM d790
  - Results: 13,000 psi
- Compressive Strength
  - Method: ASTM D695
  - Results: 18,000 psi
- Tensile Strength
  - Method: ASTM D638
  - Results: 7,600 psi
- Tensile Ultimate Elongation
  - Method: ASTM D638
  - Results: 1.5%
- Hardness, Shore D
  - Method: ASTM D2240
  - Results: 85-89
- Taber Abrasion, CS17 Wheel
  - Method: ASTM D4060, 1000g load/1000 cycles
  - Results: <112mg loss
- Adhesion
  - Method: ASTM D4541, Concrete
  - Results: Substrate Failure (>250 psi)

A manhole coating form must be submitted for each manhole. The form must be submitted at the Pre-Construction Conference for approval. The Contractor may elect to use a form provided by the City of Pueblo. All surface preparation and coating application processes shall be documented on a submitted and approved Coating Inspection Report by the contractor. This report shall be submitted to the engineer on a weekly basis or as directed by the owner for review of application process. The coating inspection report shall document all inspection activities performed including but not limited to, project

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identification, atmospheric conditions at time of surface prep and coating application, coating material, coating batch numbers, coating temperature requirements, pump pressures, etc.

3.40. EPOXY COATING TESTING

After the epoxy coating has set it shall be inspected and tested per NACE SP0188 and ASTM D4787 specifications.

Holiday Testing:

Every manhole shall be tested using a high voltage holiday detection equipment (spark tester). An induced holiday shall be made into the coated concrete surface and shall serve to determine the minimum/maximum voltage to be used to test the coating for holidays at that particular area. The spark tester shall be initially set per manufacturer's specification but may be increased per ASTM D4787 specification to the number of mils being applied, if it is insufficient to detect the induced holiday. All detected holiday shall be marked and repaired per the manufacture's recommendations.

The Contractor shall submit test results to the Engineer no later than 1 week after testing the epoxy coating. Approved test results shall be submitted in a memo, drafted by the Contractor to include test results, date tested, location of test and shall be signed by the inspector.

A failed manhole will have 2 or more sparks in a single vertical foot. Any pinholes, thin areas, or any other imperfections identified by the holiday test will require a repair per manufacturer's specifications.

Adhesion Testing:

The Contractor shall conduct adhesion testing in accordance with ASTM D4541 and D7234. Three-20mm dollies will be placed on bottom, middle and top of manhole. Prepare dollies with a 3,500-psi strength 24 -hour adhesive and score around the dolly for the testing process. If results fail to meet results in the table found in Section 2.39, the test will be considered failed. If two out of three tests fail, additional tests will be performed. Testing will include 25% of the manholes in the Project picked at random. During the testing, if more than 50% of manholes fail of those initially tested, ALL manholes in the Project will be subject to testing. If subsequent tests fail all manholes could be considered unacceptable and will be subject to removal and reapplication of epoxy. The Contractor shall repair all test sites after adhesion tests have been performed. **No additional cost to the project will be paid to perform all adhesion tests and epoxy coating patch due to testing.**

3.41. REBUILD MANHOLE BENCH AND TROUGH WITH FAST-SETTING CEMENTITIOUS MATERIAL

The Contractor shall rebuild manhole troughs and bases wherever noted in the plans with a cementitious material that can be epoxy coated. Rehab shall include manhole bases and inverts. The manhole inverts shall have a smooth transition to ensure an unobstructed flow. The contractor shall remove any sharp edges or rough sections that tend to obstruct flow. The surface shall be smooth and free of any deformities. The contractor shall repair inverts and benches with visible damage and where inflow and infiltration are present and form a watertight seal with manhole walls, base and pipe. Fast-Setting cementitious material shall conform to the following performance testing:

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- Compressive Strength, 28-day
  - Method: ASTM C109
  - Results: 9,000 psi
- Flexural Strength, 28-day
  - Method: ASTM C293
  - Results: 1,000 psi
- Bond Strength, 28-day
  - Method: ASTM C882
  - Results: 2,000 psi
- Freeze-Thaw Durability
  - Method: ASTM C666
  - Results: No visible damage after 300 cycles
- Shrinkage at 95% Humidity, 28-day
  - Method: ASTM C596
  - Results: 0%
- Sulfide Resistance
  - Method: ASTM C267
  - Results: No attack

Testing of this area will be performed on an as needed basis at the discretion of the Engineer and Inspector. The Contractor is responsible to inspect the manhole prior to bidding to determine the severity of deterioration. Any additional patching of rehabilitated areas must have written authorization by the Engineer before any such work begins. Any approved patch work will be paid as a change order and numbers used during original bid process will be used for payment.

Payment for this item shall be paid per each for each manhole bench and trough which is located and repaired as found and accepted in the field under the “Rebuild Manhole Bench and Trough with Fast-Setting Cementitious Material” line item.

3.42. CONCRETE MANHOLES

Unless otherwise specified on the plans, or approved by the Engineer, manholes shall be constructed of precast concrete barrels and cones with cast in place concrete bases. Bases may be precast if placed on six inches (6") of compacted gravel bedding extending a minimum of twelve inches (12”) around the base or the width of the excavation-whichever is greater. In the event severe groundwater conditions are encountered, the thickness of the gravel bedding below the manhole base shall be increased to

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twelve inches (12”). Alternate construction methods may be required as approved by the Engineer on a case-by-case basis. The concrete channel and bench within precast bases shall be poured on site after the sewer pipe is set to grade. Where possible, manhole channel shall be sewer pipe with the upper portion removed. Precast concrete barrels and cones shall conform to ASTM C478 Standard Specifications except that the wall thickness may be either wall A or wall B as described in ASTM C76 Standard Specifications. Provide eccentric cones for all manholes greater than six feet (6') deep, and flat lids for manholes six feet (6') deep or less as shown on the drawings. Manholes shall conform to the Standard Details shown on the plans. Concrete used in the construction of all sanitary sewer structures shall conform to those portions of ARTICLE 4 CONCRETE, which are applicable.

All joints in the manhole barrel, cone, grade adjustment rings, and flat top sections shall be sealed with a preformed flexible plastic sealing compound conforming to Federal Specification SS S 00210 (GSA FS6). All joint surfaces shall be cleaned prior to applying the sealant. The outside of the manhole joints shall be wrapped with a butyl adhesive tape sealant that conforms to Federal Specification SS-S-00210 (GSA-FS6). The eccentric cone section shall be situated so that the slope of the cone section is pointing toward the downstream direction.

All pipe penetrations in cast in place concrete bases shall utilize two strips of the above mentioned preformed flexible plastic sealing compound, placed around the pipe, as a water stop. All pipe penetrations in precast concrete bases shall be provided with a resilient rubber connector in conformance with ASTM C923. When connection to an existing manhole is allowed a water stop and non-shrink grout shall be used at all pipe penetrations.

3.43. PAVEMENT IMPACT FEES

Asphalt patches will be subject to Pavement Impact Fees regardless of the age of the pavement. This Pavement Impact Fee must be figured into the lineal foot (LF) cost of the asphalt patch. Cost of such fees can be found in the City of Pueblo Ordinance 12-6-4.1.

3.44. RING AND LID SALVAGE

Contractor shall salvage rings and covers removed from existing manholes. Rings and covers shall become the property of the City.

3.45. SANITARY SEWER CLEANING

The Contractor shall be liable for keeping sewers and manholes clean of bedding, backfill material, asphalt, etc., during construction. If cleaning of the sewer lines and manholes are needed, the Contractor shall clean them at his own expense. **If cleaning is done by City forces there will be a charge of $550.00 per hour.** Cleaning costs incurred will be deducted from the amount of the Contractor’s final payment.

3.46. ALLEY ROTOMILL

Aggregate base to replace the gravel lost during excavation on gravel surfaced streets or alleys and shall be paid for by the number of tons delivered and placed in accordance with the plans and specifications

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and accepted by the Engineer. Individual weigh tickets for each truckload from state certified scales shall be furnish to the inspector signed by the driver and include the following information:

- Date
- Time Dispatched
- Gross Weight
- Tare Weight
- Net Weight
- Project
- Destination
- Truck No.
- Material Type
- State allowable Gross Vehicle Weight (GVW)

Material delivered in trucks that exceed the rated GVW will be used but the excess over GVW will not be paid for. Any material delivered to the site without a weight ticket will not be paid for.

3.47. JOINTING PIPE

In addition to section 12.3.12 Jointing Pipe (c), when joining pipes via a coupler, a Fernco Strongback RC Series repair coupling, or an approved equal shielded coupler shall be used to connect the existing to the new pipe.

3.48. REMOVE AND REPLACE GALVANIZED WATER SERVICE

The Remove and Replace item shall include all costs associated with removing existing manhole and replacing proposed manhole. This shall include ring and cover casting, adjustment sections, precast sections, 5'section of PVC pipe replaced on each invert, and all items incidental to complete the manhole install in accordance with the City of Pueblo Standard Construction Specifications and Standard Details adopted April 11, 2022, and as most recently amended.

3.49. AS BUILT PLANS

The Contractor will be responsible to submit an As Built set of plans indicating the station location of the reinstated services. The As Built plans shall be submitted with the invoice for payment.

The cost to provide the As Built plans shall be incidental to the cost of the project, no additional payments will be made.

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3.50. PIPE BURSTING

The Contractor shall submit detailed plans and specifications to pipe burst at the locations shown on the plans with their bid at the time of submittal.

The City of Pueblo has provided television inspection videos and reports of the existing mains to be rehabilitated trenchlessly. The provided TVIs and reports can be accessed by clicking the following link 24-057 Court Sanitary Sewer Rehabilitation Project.

A television inspection will be completed after pipe bursting activities. The Contractor will be responsible for digging up and repairing any sags with a water level difference greater than 30% from the original water level that is observed by the post television inspection.

Payment for this item shall be paid as a linear foot for each for each bore segment performed and accepted in the field under the "Pipe Burst" line item. Payment shall include all items required to pipe burst the pipe segment shown on the plans and restore to original condition, including but not limited to excavation of bore pit, HDPE pipe, fusing, flowfill, asphalt, curb and gutter, sidewalk, repairs due to sags, etc.

3.51. REMOVE AND REPLACE MANHOLE(S)

The Remove and Replace Manhole item shall include all costs associated with removing existing manhole and replacing proposed manhole. This shall include ring and cover casting, adjustment sections, precast sections, 5' section of PVC pipe replaced on each invert, and all items incidental to complete the manhole install in accordance with the City of Pueblo Standard Construction Specifications and Standard Details adopted April 11, 2022, or the most recently amended.

3.52. LATERAL LAUNCH SERVICES

The Contractor shall lateral launch all services in the mains to be trenchlessly rehabilitated prior to pipe bursting activities to verify if active and submit a report of findings to the Wastewater Department.

Payment for this item shall be paid as per each for each service launched in the field under the "Lateral Launch Service" line item. Payment shall include all items required to lateral launch services.

3.53. INSTALL ECCENTRIC REDUCER

Eccentric reducers shall be installed where called out for future upsized pipes. Site #1 (W 4TH Street and Court Street) and Site #2 (W 6th Street and Court Street) will require an 8"x6" eccentric reducer be stubbed out at MH 505265.7 and MH 505271.2, respectively for future upsizing of the upstream pipe segment. All costs related to the eccentric reducer shall be incidental to the cost of the pipe for Site #1 and #2.

3.54. TRACER WIRE

The placement of tracer wire shall include all cost associated with installing the tracer wire. This shall include the tracer wire, grounding wire, at grade access boxes, lugs or connecters, grounding anoids, and tape or plastic ties to attach tracer wire to the main in accordance with the City of Pueblo Standard Construction Specifications and Standard Details adopted April 11, 2022, or the most recently amended.

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

3.55. REMOVE MANHOLE

The Contractor shall remove existing manholes which are called out on the plans, remove covers and place asphalt patch or existing surface cover. Manhole ring and cover shall become the property of the City and handed over to the City's Wastewater personnel.

Payment for this item shall be under the "Remove and Replace Manhole" line item per each removed manhole called out on the plan and located in the field.

3.56. JOINTING PIPE

In addition to Section 11.3.11 Pipe Laying, Jointing Pipe (c) of Standard Construction Specifications and Standard Details for Pueblo, Colorado, when joining pipes via a coupler, a Fernco Strongback RC Series repair coupling, or an approved equal shielded coupler shall be used to connect the existing to the new pipe.

3.57. COORDINATE WORK WITH PROPERTY OWNERS

The Contractor must contact property owners of 601, 625 and 635 Court Street on Site #2 (W 6th Street and Court Street) in advance to coordinate construction activities required to rehabilitate the sanitary sewer mains. The 10-inch main to be rehabilitated in Site #2 is located in a vacated alley. Book 1813 Page 535 in the Pueblo County Clerk and Recorder's Office reserves the right of ingress and egress to the City of Pueblo for the construction and maintenance of public utilities, sewer lines, water lines and other necessary municipal services.

3.58. PLACE FLOW-FILL AND PAYMENT

The Contractor will be required to place 2' of flow-fill in all trenches located in the road of the City of Pueblo's Right-of-Way in accordance with the City of Pueblo Standard Construction Specifications and Standard Details adopted April 11, 2022, or the most recently amended and in the road of Colorado Department of Transportation's Right-of-Way. Payment for this item shall be based upon cubic yards of flow-fill placed from center of manhole to center of manhole or end of length in street in the Colorado Department of Transportation's (CDOT) Right-of-Way. Delivery tickets with site location must be submitted with invoice for payment of flow-fill.

Flow-fill placed in CDOT's Right-of-Way shall conform to Section 206 of CDOT's Standard Specification Provision.

3.59. POTHOLING UTILITIES

The Contractor shall pothole all crossing utilities of the proposed 8" main of Site #4 (W 13th Street and Court St) prior to any construction activities. Payment for this item shall be incidental to the project and no extra payment will be made for this work.

3.60. EXPOSING EXISTING 15" VCP ON 10TH AND COURT

The Field Engineer must be onsite while the existing 15-inch sanitary sewer is being exposed. If the Field Engineer is not onsite and the existing 15-inch sanitary sewer main is damaged, it will be assumed that

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the damaged was caused by excavation activities of the point repair. The cost to repair the existing 15-inch sanitary sewer main will then be incidental to the point repair and no other payments will be made to the Contractor.

3.61. TRAFFIC CONTROL CONFIGURATIONS

The following traffic control configurations will be allowed:

Site 1:

Two travel lanes must remain open at all times.

Site 2:

Two travel lanes must remain open for the majority of the work performed in Court. Traffic control may constrict to one lane of travel while connecting the west pipe segment to the new manhole.

Site 3:

Two travel lanes must remain open at all times.

Site 4:

One travel lane must remain open at all times.

Site 5:

The northmost travel lane in 5th St must remain open. The westmost lane in Court St must remain open.

Site 6:

One travel lane must remain open at all times when performing the point repair at STA 29+01 to STA 28+78. A detour will be allowed (if necessary) on W 10th St while performing the point repair at STA 25+47 to STA 25+37. It is preferable to keep one lane open in each direction on W 10th and may be accomplished if the parking lane on the south side of the street is closed.

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4. LABOR PROVISIONS

4.1. CONTRACTOR BONDS

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

4.2. NONDISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

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

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

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

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

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

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

4.3. COMPLIANCE REVIEW

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

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

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

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4.4. FEDERAL REQUIREMENTS GOVERN

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

4.5. COMPLIANCE

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

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5. GENERAL PROVISIONS

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

5.1. BIDDING AND CONTRACT EXECUTION: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

5.2. BIDDING AND CONTRACT EXECUTION: SITE EXAMINATION

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

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

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

5.3. BIDDING AND CONTRACT EXECUTION: SPECIFICATION REQUIREMENTS

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

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

5.4. BIDDING AND CONTRACT EXECUTION: SUSPENSION AND DEBARMENT

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

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

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

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

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

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

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

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

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

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

5.7. BIDDING AND CONTRACT EXECUTION: QUANTITIES

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

5.8. BIDS: DATA SHEETS

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

5.9. BIDS: SUBMISSION AND CONSIDERATION OF BIDS

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

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

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

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

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5.10. BIDS: BID SECURITY

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

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

5.11. BIDS: SIGNING OF BIDS

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

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

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

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

5.12. BIDS: MODIFICATION OF BIDS

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

5.13. BIDS: WITHDRAWAL OF BIDS

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

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5.14. BIDS: DUPLICATION OF BIDS

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

5.15. BIDS: ALTERNATES

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

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

5.16. BIDS: SUPPLEMENTAL UNIT PRICES

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

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

5.17. CONTRACTS: AWARD OF CONTRACT

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

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

5.18. CONTRACTS: DEFINITION OF AWARD

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

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5.19. CONTRACTS: EXECUTION OF CONTRACTS AND BONDS

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

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

5.20. CONTRACT: CONTRACT SECURITY

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

5.21. CONTRACTS: VERBAL AGREEMENTS

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

5.22. CONTRACTS: SCHEDULE OF UNIT PRICES

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

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

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

5.23. SUBCONTRACTS: SUBCONTRACTORS

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

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

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

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

5.24. SUBCONTRACTS: ASSIGNMENT OF CONTRACT

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

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

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5.25. SUBCONTRACTS: OTHER CONTRACTS

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

5.26. INDEMNITY AND INSURANCE: INDEMNITY

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

5.27. INDEMNITY AND INSURANCE: CONTRACTOR'S INSURANCE

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

A. **Commercial General Liability Insurance:** The Contractor shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Contractor with respect to all work performed by them and all their subcontractors under the Contract, to be written on a Commercial General Liability policy form CG 00 01. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall be endorsed naming the City of Pueblo, its agents, officers, and employees as additional insureds. To the extent that Contractor's work, or work under their direction, may require blasting, explosive conditions, or underground operations, the commercial general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property. The policy shall also provide coverage for contractual liability assumed by Contractor under the provisions of the Contract, and "Completed Operations and Projects Liability" coverage.

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

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

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

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

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

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

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

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

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

5.28. GUARANTEES, PATENTS, PERMITS: GUARANTEES

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

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

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

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

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

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

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

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

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

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

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

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

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

5.32. PLANS AND SPECIFICATIONS

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

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

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

5.33. PLANS AND SPECIFICATIONS: INTENT OF CONTRACT DOCUMENTS

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

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

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

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

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

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5.34. PLANS AND SPECIFICATIONS: INTERPRETATION OF CONTRACT DOCUMENTS

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

5.35. PLANS AND SPECIFICATIONS: STANDARD MANUFACTURER

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

5.36. PLANS AND SPECIFICATIONS: "OR EQUAL" CLAUSE

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

5.37. PLANS AND SPECIFICATIONS: MATERIALS AND WORKMANSHIP

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

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

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

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

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

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

5.38. PLANS AND SPECIFICATIONS: SHOP DRAWINGS

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

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

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

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

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

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

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

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

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

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

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

5.41. ENGINEER, INSPECTION, AND TESTING: STAKING WORK

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

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

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

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

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

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

5.43. ENGINEER, INSPECTION, AND TESTING: INSPECTION

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

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

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

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

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

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

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

5.44. CONTRACTOR'S WORKING CONDITIONS: SUPERINTENDENCE

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

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

5.45. CONTRACTOR'S WORKING CONDITIONS: LABOR

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

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

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

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

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

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

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

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

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

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

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

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

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

5.48. CONTRACTOR'S WORKING CONDITIONS: ACCIDENT PREVENTION

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

5.49. CONTRACTOR'S WORKING CONDITIONS: INTERFERENCE WITH TRAFFIC

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

5.50. CONTRACTOR'S WORKING CONDITIONS: SANITARY CONVENIENCES

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

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

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

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

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

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

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

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

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

5.54. CLEANUP AND FINAL COMPLETION: CUTTING AND PATCHING

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

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

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

5.55. CLEANUP AND FINAL COMPLETION: FINAL TESTS

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

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

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

5.57. CLEANUP AND FINAL COMPLETION: TERMINATION FOR CAUSE

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

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

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

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

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

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

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

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

5.60. CLEANUP AND FINAL COMPLETION: LIQUIDATED DAMAGES

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

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

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

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

5.62. MEASUREMENT AND PAYMENT: MEASUREMENT OF WORK

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

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

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

5.63. MEASUREMENT AND PAYMENT: PAYMENTS

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

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

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

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

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

5.64. MEASUREMENT AND PAYMENT: WAIVER OF STATUTORY RETENTION LIMITS

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

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

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

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

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

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

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

5.66. MEASUREMENT AND PAYMENT: UNCORRECTED WORK

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

5.67. MEASUREMENT AND PAYMENT: CHANGE ORDERS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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6. VENDOR SUBMISSIONS

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

6.1. BID GUARANTEE*

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

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

If sending by mail the envelope must be addressed to:

City of Pueblo Purchasing Department

230 S. Mechanic Street

Pueblo, CO 81003

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

- Bid_Bond.pdf

*Response required

6.2. CONFIRMATION OF UNDERSTANDING AND OFFER*

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

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

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

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

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

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

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

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

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

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

☐ Please confirm

*Response required

6.3. NAME, TITLE, AND CONTACT INFORMATION*

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

*Response required

6.4. DETAILS AND PLANS FOR PIPE BURSTING*

Upload details and plans for pipe bursting.

*Response required

6.5. ACKNOWLEDGEMENTS

*6.5.1. AFFIRMATIVE ACTION PLAN REQUIREMENT:**

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

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

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

*6.5.2. INSURANCE REQUIREMENTS**

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

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

*6.5.3. COLORADO LABOR REQUIREMENT:**

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

Please confirm your acknowledgment of the above statement:

☐ Please confirm

*Response required

*6.5.4. SALES AND/OR USE TAX INFORMATION**

CITY OF PUEBLO SALES OR USE TAX –

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

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

STATE OF COLORADO SALES OR USE TAX –

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

PUEBLO COUNTY SALES OR USE TAX –

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

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Please confirm you acknowledge the above statements:

☐ Please confirm

*Response required

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

*6.6.1. Convicted of a criminal offense**

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

☐ Yes
☐ No

*Response required

*6.6.2. Convicted under state or federal statutes**

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

☐ Yes
☐ No

*Response required

*6.6.3. Convicted under state or federal antitrust statutes**

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

☐ Yes
☐ No

*Response required

*6.6.4. Failed to perform**

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

☐ Yes
☐ No

*Response required

*6.6.5. Suspension or Debarment**

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

☐ Yes

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☐ No

*Response required

*6.6.6. Unqualified**

Unqualified or financially unable to timely perform the work?

☐ Yes
☐ No

*Response required

*6.6.7. Unlicensed **

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

☐ Yes
☐ No

*Response required

*6.6.8. Delinquent**

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

☐ Yes
☐ No

*Response required

*6.6.9. Confirmation **

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

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

☐ Please confirm

*Response required

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7. PRICING TABLE

BASE BID

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
BASE BID **Site #1 - W 4th ST AND COURT ST**					
1	Pipe Burst 18" VCP	323	LF		
2	Reinstate Sanitary Sewer Service	3	EA		
3	Reinstate Sanitary Sewer Service - 4th Street Intersection	2	EA		
4	Lateral Launch Service	5	EA		
5	Remove and Replace 60" Manhole	2	EA		
6	Install Tracer Wire	1	LS		
7	Mobilization	1	LS		
8	Bypass Pumping	1	LS		
9	Traffic Control	1	LS		
Site #2 - W 6th ST AND COURT ST					
10	Remove and Replace 6" VCP To 8" PVC	169	LF		
11	Remove and Replace 10" VCP To 10" PVC	234	LF		
12	Reinstate Sanitary Sewer Service	20	EA		
13	Lateral Launch Service	20	EA		
14	Remove and Replace 48" Manhole	3	EA		
15	Remove and Replace 7" Reinforced Concrete	900	SF		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
16	Remove and Replace Curb and Gutter	50	LF		
17	Place 6" Concrete	1,690	SF		
18	Place Asphalt Patch (Various Depths)	73	TN		
19	Place 6" Base Course	200	TN		
20	Place 2' Flowfill	10	CY		
21	Install Tracer Wire	1	LS		
22	Mobilization	1	LS		
23	Bypass Pumping	1	LS		
24	Traffic Control	1	LS		
Site #3 - W 8th ST AND COURT ST					
25	Pipe Burst 15" VCP	664	LF		
26	Reinstate Sanitary Sewer Service	2	EA		
27	Lateral Launch Service	2	EA		
28	Remove and Replace 48" Manhole	3	EA		
29	Install Tracer Wire	1	LS		
30	Mobilization	1	LS		
31	Bypass Pumping	1	LS		
32	Traffic Control	1	LS		
Site #4 - W 13th ST AND COURT ST					
33	Remove and Replace 6" VCP To 8" PVC	88	LF		
34	Reinstate Sanitary Sewer Service	1	EA		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
35	Lateral Launch Service	1	EA		
36	Remove and Replace 48" Manhole	2	EA		
37	Remove and Replace 7" Reinforced Concrete	900	SF		
38	Remove and Replace Curb and Gutter	50	LF		
39	Place 6" Asphalt Patch	50	LF		
40	Place 2' Flowfill	15	CY		
41	Install Tracer Wire	1	LS		
42	Mobilization	1	LS		
43	Bypass Pumping	1	LS		
44	Traffic Control	1	LS		
Site #5 - W 5th ST AND COURT ST - POINT REPAIRS					
45	Remove and Replace 15" VCP To 15" PVC	55	LF		
46	Reinstate Sanitary Sewer Service	1	EA		
47	Place 6" Asphalt Patch	55	LF		
48	Place 2' Flowfill	17	CY		
49	Mobilization	1	LS		
50	Bypass Pumping	1	LS		
51	Traffic Control	1	LS		
Site #6 - W 10th ST AND COURT STREET - POINT REPAIRS					
52	Remove and Replace 12" VCP To 12" PVC	53	LF		

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Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
53	Place 6" Asphalt Patch	58	LF		
54	Place 2' Flowfill	15	CY		
55	Remove and Replace 4" Concrete	120	SF		
56	Remove and Replace Curb and Gutter	43	LF		
57	Remove and Replace Curb Ramp	1	EA		
58	Mobilization	1	LS		
59	Bypass Pumping	1	LS		
60	Traffic Control	1	LS		
TOTAL					

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NOTICE OF AWARD
(Sample)

City of Pueblo, Colorado

_____
(Date)

To: _____

_____

_____

Ref: **Bid No.:**
Bid Name:

The City of Pueblo hereby accepts your bid submitted on _____ for the construction of referenced project. It appears that your bid in the amount of $_____for _____, is fair, equitable, and in the best interest of the City.

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

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

Director of Purchasing
City of Pueblo

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CONTRACT AGREEMENT
(Sample)

THIS AGREEMENT made and entered into this ____ day of _____, 20___, by and between the City of Pueblo, a Municipal Corporation, hereinafter referred to in the Contract Documents as the "City", and _____, hereinafter referred to in the Contract Documents as "Contractor".

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

Bid No.:
Bid Name:

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

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

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

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

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

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

Notice of Award	
Contract Agreement (This Instrument)	
Performance Bond	
Payment Bond	
Notice to Proceed	
Section I.	Advertisement for Bids
Section II.	Introduction
Section III.	Special Provisions
Section IV.	Labor Provisions
Section V.	General Provisions
Section VI.	Project Details
Section VII.	Vendor Submissions
Section VIII.	Pricing Table
Appendices	A-C

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

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

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

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

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

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

CONTRACTOR

By _____

Title _____

PUEBLO, A MUNICIPAL CORPORATION

By _____
Director of Purchasing

ATTEST:

_____
City Clerk

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

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PERFORMANCE BOND
(Sample)

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____ a _____ hereinafter called "Principal" and

_____
Surety

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.:
Bid Name:

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

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

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

(Signature Page Follows)

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20___.

_____
Principal

ATTEST:

By _____
Principal Secretary

By _____

Title _____

(SEAL)

_____
(Address)

By _____
(Witness as to Principal)

_____
(Address)

_____
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact

(SEAL)

_____
(Address)

By _____
(Witness as to Surety)

_____
(Address)

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

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

PAYMENT BOND
(Sample)

Bond Number _____

KNOW ALL MEN BY THESE PRESENTS:

That we _____ a _____hereinafter called "Principal" and

_____
Surety

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

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the City dated the _____ day of _____, 20___, a copy of which is hereto attached and made a part hereof for the construction of:

Bid No.:
Bid Name:

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

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

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

(Signature Page Follows)

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

IN WITNESS WHEREOF, this instrument is executed this the ____ day of _____, 20___.

_____
Principal

ATTEST:

By _____
Principal Secretary

By _____

Title _____

(SEAL)

_____
(Address)

By _____
(Witness as to Principal)

_____
(Address)

_____
Surety

ATTEST:

By _____
(Surety) Attorney-In-Fact

By _____
Attorney-In-Fact

(SEAL)

_____
(Address)

By _____
(Witness as to Surety)

_____
(Address)

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

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

NOTICE TO PROCEED
(Sample)

City of Pueblo, Colorado

_____
(Date)

To: _____

_____

_____

Ref: **Bid No.:**
Bid Name:

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

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

Director of Public Works
City of Pueblo

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Pueblo Regional Building Department
830 N Main St. Suite 100
Pueblo, CO 81003
719-543-0002 fax 719-543-0062

www.prbd.com

To Whom It May Concern:

The law requires that licensed contractors perform all construction work. It is a violation of the law to perform construction without a license and it is equally a violation to hire someone to perform construction unless the party hired is a licensed contractor or is on the payroll of the company hiring as an employee.

Basic license categories are General Contractor A, B, and C; Electrical Contractor, Plumbing Contractor, and HVAC Contractor A and C. In addition, there are Contractor D single trade licenses, which are the type used by the majority of sub-contractors. Those trades requiring licenses include, but are not limited to:

Awning Installation
Demolition
Elevators
Framing
Masonry
Asphalt Paving
Utility Cont. Fire Main
Systems
Utility Cont. Water
Sign Erection
Structural Steel
Mechanical A Unlimited
Mechanical Gas Work
Mechanical C Sheet Metal
Journeyman Refrigeration
Plumbing Swimming Pool
Plumbing Water Connected appliances
Concrete
Drywall
Excavation
House Moving
Ornamental Iron
Roofing
Plumbing Lawn Sprinkler
Utility Cont. Sewer
Siding
Stucco
U Occupancy (garages, sheds, etc.)
Mechanical C Limited (any 2 of 3)
Mechanical C Refrigeration
Journeyman Gas Fitter
Journeyman Sheet Metal
Utility Cont. Sewer & Water

If you have any questions, feel free to contact our office 719-543-0002.

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

FINANCE DEPARTMENT
P.O. BOX 1427
PUEBLO, CO 81002

SALES TAX DIVISION
(719) 553-2659
FAX (719) 553-2657

TO ALL BIDDERS:

We would like to take this opportunity to welcome you to the City of Pueblo.

The City of Pueblo does not issue **tax-exempt certificates** and deems that all construction type of jobs within the city limits are subject to Sales and Use Tax at the rate of 3.7%. As of March 2015, the City mandates pre-paid Use Tax on projects over $1M. The tax is based on 40% of total project cost.

Each and every General and/or Sub-Contractor will need to obtain licensing with the City of Pueblo. An application is available from our office or on the website listed below. Typically contractors are licensed with a Use Tax License. If the applicant is a supplier with a storefront selling material to the contractors then a Sales Tax License will be issued. In either case, the filing frequency will be determined once the application is processed. Upon completion, a license along with the returns will be mailed to the applicant. **PLEASE NOTE: if the filing period does not have a tax liability a zero return must be filed.**

The Tax Guide entitled "Construction Contractors" and FAQ's has also been attached for assistance in explaining what would be subject to tax and provides scenarios that can be helpful to the construction industry.

The website for our office can be found at www.pueblo.us, hover over "Your Government," then click on "Sales Tax" under "Economic/Community Development." There you will find the Tax Guides, City of Pueblo Ordinances in their entirety, blank forms such as a return or an application.

If further assistance is needed, please phone our office at (719) 553-2659, as our staff would be happy to assist.

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City of Pueblo, Colorado

TAX GUIDE

CONSTRUCTION CONTRACTORS

DEFINITION:

The term "construction contractor" applies to general contractors and subcontractors and includes all building constructors, highway and road constructors, electrical, plumbing, and heating constructors, excavators, and others engaged in the construction, reconstruction, expansion, alteration, repair, or wrecking of **any physical structure that is part of real estate.**

Business enterprises providing completed units of personal property to be affixed to, installed in or used in conjunction with a structure will **not** be regarded as performing work by a **contractor** if the personal property can be removed:

1. Without substantial damage to the structure, and
2. Without altering the functional use of the structure.

Business enterprises, as described above, are considered vendors who make retail sales and must charge City of Pueblo Sales Tax on these items if licensed to do so. If the vendor is not licensed to collect City of Pueblo Sales Tax or for any reason fails to do so, then the contractor must pay the tax due as Use Tax. These types of items include, but are not limited to, appliances, storm doors and windows, patio covers, carpeting, pre-fabricated swimming pools, lockers, athletic equipment, toilet partitions, movable partitions, nursery stock, sod or other similar items used in connection with a structure.

STATE EXEMPT PROJECTS:

The State of Colorado provides an exemption for purchases by contractors of construction and building materials that become permanently affixed to the real property when the owner of the real property is a non-profit school or a governmental, charitable, or religious entity. **Pueblo has no such exemption.**

The contractor may not avoid the payment of the Pueblo Sales or Use Tax by use of provisions in the construction agreement or by use of the name of a tax exempt entity on an invoice or purchase order as the purchaser because the contractor is deemed to be the consumer of the materials used in construction. No exemption certificate issued by the Colorado Department of Revenue, nor any other taxing authority, will be recognized as a basis for exemption from the Sales of Use Tax levied by the City of Pueblo on construction materials.

CONSTRUCTION MATERIALS:

All building materials purchased, used or consumed in the City of Pueblo are subject to sales or use tax, unless the materials are purchased for resale or by seller holding a valid City of Pueblo Sales Tax License.

The general contractor on a project is responsible for the City of Pueblo tax on all material used or consumed on their project, including that used by the subcontractors the general contractor employs on the job. If the subcontractor is properly licensed with the City of Pueblo Finance Department, the subcontractor will be liable for their own taxes. But **the general contractor is responsible for the taxes owed by any unlicensed subcontractor they hire.**

Caution: City of Pueblo Sales Tax paid to a vendor who is not licensed to collect Pueblo Sales Tax does not relieve the contractor of this tax liability until said tax is remitted to the City of Pueblo.

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SALES TAX:

1. Materials delivered by a Pueblo vendor to a construction contractor at a job site or other location in Pueblo are subject to city sales tax.

2. Materials picked up inside the City of Pueblo are subject to city sales tax regardless of whether the materials are used inside or outside the city.

3. Materials delivered by a Pueblo vendor to a location outside the City of Pueblo, for use outside the city, are exempt from city sales tax.

4. There is no exemption in the sales tax ordinance for the temporary storage of construction materials in Pueblo.

USE TAX:

City of Pueblo use tax is due on all materials used, consumed or stored in the city on which City of Pueblo sales tax was not paid. Examples might include the following:

1. For materials purchased outside of Pueblo to be used or stored in Pueblo on which sales tax was legally paid to another municipal corporation, use tax would be due only to the extent that the Pueblo tax exceeds the amount of sales tax paid to the other municipality. Sales tax is legally paid to another municipal corporation only if delivery of the material takes place in that municipality.

2. For material purchased outside Pueblo and delivered into Pueblo either by the vendor or common carrier, the full 3.7% City of Pueblo use tax is due.

3. If for any reason a licensed vendor fails to charge City of Pueblo sales tax, the contractor as the ultimate user must pay the full use tax.

CONSTRUCTION TOOLS & EQUIPMENT:

NEW PURCHASES:

All purchases of tools, supplies and equipment from a Pueblo licensed vendor that are delivered inside the City of Pueblo are subject to city sales tax.

If no Pueblo sales tax was paid, the City Code imposes a use tax on the purchase of tools, supplies and equipment used or received in Pueblo. However, if sales tax was legally paid on a purchase to another Colorado municipality, Pueblo allows a credit for the rate of tax legally paid to another municipality up to the rate of Pueblo's use tax.

USED EQUIPMENT:

Machinery and equipment, which has been used prior to being brought into the City of Pueblo, is subject to city use tax on the actual purchase price of the equipment and is due at the time the equipment is first brought into the city. Credit is allowed for the rate of legally imposed sales and use tax previously paid to another municipality up to the rate of city use tax.

CONSTRUCTION EQUIPMENT:

Pueblo sales and use tax applies to the purchase or use of construction equipment (cranes, grades, backhoes, bulldozers, welders, etc) in the city. Any equipment owned by a local construction company is subject to city tax when the equipment is purchased or first brought into the City of Pueblo. Construction companies located outside the city are subject city tax when equipment is brought into Pueblo. EXCEPTION: The City of Pueblo provides a prorated use tax on construction equipment brought into the city for a period of thirty (30) consecutive days or less if the taxpayer has complied with the provisions of C.R.S. Section 29-2-109.

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MOTOR VEHICLE EXEMPTION:

Automotive vehicles (vehicles whose primary purpose is transportation upon public streets) registered and required by law to be registered outside of Pueblo are exempt. Specifically, construction contractors' pickup trucks and over-the-highway dump trucks, which are based and maintained at a location outside of Pueblo, would not be subject to Pueblo's sales or use tax.

RETAILER-CONTRACTOR:

Some contractors as defined above, also may be retail merchants of building supplies or construction materials, which were purchased tax free for resale. In the performance of their own construction contracts they might remove from their own stock whatever is needed for their contract operations. Such use of tax free merchandise is subject to tax in one of the following ways:

1. On time and material type contracts for all now tax exempt entities, sales tax must be charged and remitted on the total retail price charged to the customer.

2. On lump sum contracts and all jobs for tax exempt entities, use tax must be paid based on the acquisition cost of the merchandise.

Retailer contractors must have a City of Pueblo sales tax license. No sales tax license will be issued to regular contractors. They are not retailers of tangible personal property and are deemed to be users or consumers of all articles they use.

MANUFACTURER CONTRACTORS:

Manufacturing is defined as "the performance as a business of an integrated series of operations which places personal property in a form, composition or character different from that in which it was acquired whether for sale or use by the manufacturer. The change in form, composition or character must result in a different product having a distinctive name, character and use."

Organizations engaged in the manufacturing of tangible personal property who also perform construction contracts (i.e., permanently affix personal property to real property) are subject to Pueblo tax on the gross value of all materials, labor and services used and employed in the manufacture of the product.

FABRICATORS:

Shop tasks performed on construction materials, such as cutting, welding, drilling and painting structural steel or cutting, bending and attaching sheet metal pieces into "duct work," are not regarded as "manufacturing". Thus, in such cases, fabrication labor is not part of the tax base for a contractor/fabricator.

Fabricated labor is part of the tax base when transfer of title to the fabricated item takes place after performance of the fabrication by the retailer/fabricator.

RELATED TAX GUIDES:

Liens, Distraints & Enforcement
Manufacturers
Rental & Service Charges Combined
Special Mobil Machines & Equipment
Use Tax

THE ABOVE INFORMATION IS A SUMMARY IN LAYMAN'S TERMS OF THE RELEVANT PUEBLO TAX LAW FOR THIS INDUSTRY OR BUSINESS SEGMENT. IT IS NOT INTENDED FOR LEGAL PURPOSES TO BE SUBSTITUTED FOR THE FULL TEXT OF THE PUEBLO MUNICIPAL CODE AND APPLICABLE RULES AND REGULATIONS.

01/18

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FINANCE DEPARTMENT
P.O. BOX 1427
PUEBLO, CO 81002

SALES TAX DIVISION
(719) 553-2659
FAX (719) 553-2657

FREQUENTLY ASKED QUESTIONS (FAQ)

Below are FAQ's about City of Pueblo licensing and tax collection.

If you would like to see the ordinances in their entirety or peruse our website, please visit www.pueblo.us (click on "Your Government", then "Sales Tax" under "Economic/Community Development.") Once there, Tax and Licensing Ordinances **Title 9 – Licenses & Permits, Title 14 – Taxes & Finance.** The **Tax Guide** is also available at the Sales Tax main screen.

FAQ's:

Who has to be licensed with the City of Pueblo Sales Tax Division?

All businesses associated with the project must be licensed to include contractors, suppliers delivering to the job site, equipment rentals, tool sales onsite to name a few. Please contact our office if you have a question whether or not licensing should be acquired. A completed application along with the $50 annual licensing fee must be submitted to the Sales Tax Division. The license application can be downloaded from our website referenced above.

Can Contractors be liable for hiring unlicensed sub-contractors when working in the City of Pueblo?

Yes, prior to hiring a sub-contractor ensure they are licensed with the Sales Tax Division by requiring a copy of their current license. If not, the hiring contractor could be liable for taxation on the contractual agreement.

I am a Labor Only Contractor do I need to be licensed?

Yes, all businesses to include labor only must be licensed.

If I believe there are no taxes owed, do I still need to file a return?

Yes, a Zero return must be filed. If you do not file a return and no taxes are owed, a $15 late filing fee will be enforced.

If food is purchased for on the job consumption is it taxable?

Yes, food purchased from grocery stores is only exempt for home consumption. In any other situation the food is deemed taxable. Any prepared food is also subject to taxation.

Do I need to notify your office if my business closed?

Yes, we need WRITTEN notification that your business has closed.

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2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

CITY OF PUEBLO, COLORADO

PROJECT NO. 24-057 (WWAN01)

SHEET INDEX

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UTILITY CONTACTS:

DOMESTIC WATER: PUEBLO BOARD OF WATER WORKS
SCOTT BURBIDGE, P.E.
sburbidge@pueblowater.org
719–584–0478

ELECTRICITY: BLACK HILLS CORPORATION
CHRISTOPHER SELZTER
christopher.seltzer@blackhillscorp.com
719–568–8809

FIBER OPTIC: CDOT
ADAM LANCASTER, P.E.
adam.lancaster@state.co.us
719–562–5540

CABLE: COMCAST
JASON JACOBSEN
jason_jacobsen@comcast.com
719–442–4730

TELEPHONE: QWEST/CENTURY
TONY HASENACK
Anthony.Hasenack@lumen.com
719–955–2224

GAS: XCEL ENERGY
TODD NEWITT
todd.g.newitt9@xcelenergy.com
719–549–3633

SANITARY: CITY OF PUEBLO
SONIA MONDRAGON, P.E.
smondragon@pueblo.us
719–553–2890

STORMWATER: CITY OF PUEBLO STORMWATER UTILITY
JEFF HAWKINS, P.E.
jhawkins@pueblo.us
719–553–2256

TRAFFIC COMMUNICATION: CITY OF PUEBLO TRAFFIC
MELANIE TURNER, P.E.
trafficDOT@pueblo.us
719–553–2300

VICINITY MAP
1" = 1500'

LEGEND

(76.69) EXISTING ELEVATION
76.69 PROPOSED ELEVATION
PROPOSED SANITARY MANHOLE
EXISTING SANITARY SERVICE
EXISTING SANITARY MANHOLE
EXISTING STORM MANHOLE
EXISTING POWER POLE
EXISTING LIGHT POLE
EXISTING WATER VALVE
FIRE HYDRANT
WATER METER
SIGN
CONTROL POINT
TELEPHONE BOX
ROW (RIGHT OF WAY)
EXISTING CURB FLOWLINE
EXISTING TOP BACK OF CURB
EXISTING CONCRETE
EXISTING ASPHALT
EXISTING FENCE CHAIN LINK
EXISTING SANITARY SEWER MAIN
EXISTING STORM MAIN
EXISTING GAS LINE
EXISTING WATER MAIN
LOT LINES
TRACER WIRE
EXISTING FIBER OPTIC LINE
EXISTING FIBER OPTIC LINE
EXISTING ELECTRIC LINE

PROJECT DESCRIPTION

IN GENERAL, THIS PROJECT WILL CONSIST OF PIPE BURSTING 987 LF AND REMOVING AND REPLACING 599 LF OF SANITARY SEWER MAIN, REINSTATING SERVICES AND REMOVING AND REPLACING THE MANHOLES ASSOCIATED WITH THE SEWER MAINS. AS WELL AS SURFACES IMPROVEMENTS NECESSARY TO COMPLETE THE PROJECT RELATED TO THE CONSTRUCTION AS DETAILED IN THE PLANS AND SPECIFICATIONS FOR THIS PROJECT.

ABBREVIATIONS

CDOT	COLORADO DEPARTMENT OF TRANSPORTATION
COP	CITY OF PUEBLO
CP	CONTROL POINT
CY	CUBIC YARD
EA	EACH
ELEV	ELEVATION
EX.	EXISTING
INV	INVERT
LF	LINEAL FOOT
LS	LUMP SUM
MH	MANHOLE
PVC	POLYVINYL CHLORIDE PIPE
R&R	REMOVE AND REPLACE
ROW	RIGHT–OF–WAY
SF	SQUARE FOOT
SY	SQUARE YARD
STA.	STATION
SS	SANITARY SERVICE
TN	TON
VCP	VITRIFIED CLAY PIPE
VF	VERTICAL FOOT
R&R	REMOVE AND REPLACE
SDR	STANDARD DIMENSION RATIO

NO.	REVISIONS	BY	DATE	APPROVAL

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 1500'
SCALE (V): 1" = NA
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/29/2024

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

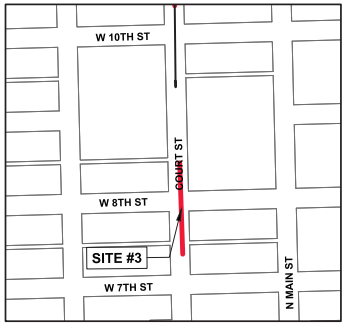
TITLE SHEET

SHEET NO.
1 OF 16

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

SITE #1 W 4TH ST AND COURT ST

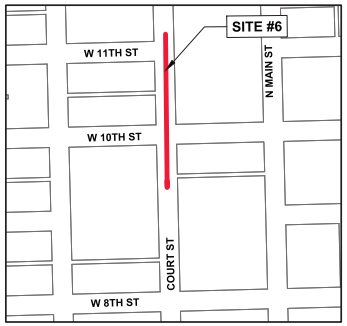
SITE #2 W 6TH ST AND COURT ST



SITE #3 W 8TH ST AND COURT ST

SITE #4 W 13TH ST AND COURT ST

SITE #5 W 5TH ST AND COURT ST



SITE #6 W 10TH ST AND COURT ST

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = NA
SCALE (V): 1" = NA
DESIGNED BY: M.T.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 3/2/2023

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

SITE INDEX

SHEET NO.
2 OF 16

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

GENERAL CONSTRUCTION NOTES

1. A WATER TRUCK, IF CALLED FOR BY THE INSPECTOR, WILL BE PROVIDED BY THE CONTRACTOR TO KEEP DUST IN CHECK.

2. UNDERGROUND UTILITIES IN THE AREA OF CONSTRUCTION ARE APPROXIMATE ONLY. THEY HAVE BEEN LOCATED FROM FIELD INVESTIGATION AND/OR THE BEST AVAILABLE UTILITY RECORDS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION, PROTECTION AND REPAIR OF ALL UTILITIES ENCOUNTERED DURING CONSTRUCTION WHETHER SHOWN ON THESE PLANS OR NOT. THE CONTRACTOR SHALL CONTACT ALL RESPECTIVE UTILITIES AND HAVE ALL UTILITIES FIELD-LOCATED PRIOR TO CONSTRUCTION. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION OF ALL EXISTING STRUCTURES, TAP LOCATIONS, AND UTILITIES SHOWN ON THE DRAWINGS, TO ASCERTAIN WHETHER ANY STRUCTURES, TAP LOCATIONS AND UTILITIES MAY EXIST, AND TO REPAIR OR REPLACE ANY STRUCTURES AND UTILITIES THAT MIGHT BE DAMAGED AS WELL AS REINSTATE ANY EXISTING SERVICES TAPS TO THE MAIN. IF ANY UNKNOWN SUBSURFACE STRUCTURES ARE ENCOUNTERED DURING CONSTRUCTION, IT SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE CITY OF PUEBLO PRIOR TO PROCEEDING.

3. THE CONTRACTOR SHALL COORDINATE HIS ACTIVITIES WITH THE AFFECTED UTILITY COMPANIES AND SHALL NOTIFY THE UTILITY NOTIFICATION CENTER OF COLORADO (UNCC), PHONE NUMBER 1-800-922-1987, SEVENTY-TWO (72) HOURS PRIOR TO THE START OF CONSTRUCTION.

4. CONTRACTOR SHALL OBTAIN, AT HIS OWN EXPENSE, ALL APPLICABLE SPECIFICATIONS AND PERMITS NECESSARY TO PERFORM THE PROPOSED WORK BEFORE THE WORK BEGINS.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING AND REPLACING ANY EXISTING SIGNS, STRUCTURES, FENCES, ETC., ENCOUNTERED ON THE JOB AND RESTORING THEM TO THEIR ORIGINAL CONDITION AT NO ADDITIONAL COST TO THE PROJECT.

6. THE CONTRACTOR IS RESPONSIBLE FOR: NOTIFYING UTILITY CUSTOMERS OF POTENTIAL SERVICE OUTAGES. NOTIFYING CITY OF PUEBLO FORTY-EIGHT (48) HOURS IN ADVANCE FOR OBSERVATIONS OF WORK IN PROGRESS. OBSERVATION AND ON-SITE VISITS ARE NOT TO BE CONSTRUED AS A GUARANTEE BY THE CITY ENGINEERING STAFF OF THE CONTRACTORS' CONTRACTUAL COMMITMENT. IF WORK IS SUSPENDED FOR ANY PERIOD OF TIME AFTER INITIAL START-UP, THE CONTRACTOR SHALL NOTIFY THE CITY OF PUEBLO FORTY-EIGHT (48) HOURS PRIOR TO RESTART. NOTIFYING THE FIRE & POLICE PROTECTION DISTRICT OF ALL STREET CLOSURES AND EXISTING FIRE HYDRANTS TAKEN OUT OF SERVICE FOR AT LEAST FORTY-EIGHT (48) HOURS PRIOR TO THE START OF CONSTRUCTION.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ANY GROUNDWATER ENCOUNTERED DURING THE CONSTRUCTION OF ANY PORTION OF THIS PROJECT. A CONSTRUCTION DEWATERING PERMIT MUST BE OBTAINED FROM THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT (CDPHE). GROUNDWATER SHALL BE PUMPED, PIPED, REMOVED AND DISPOSED OF IN A MANNER WHICH DOES NOT CAUSE FLOODING OF NEITHER EXISTING STREET NOR EROSION OF ABUTTING PROPERTIES IN ORDER TO CONSTRUCT THE IMPROVEMENTS SHOWN ON THESE PLANS. THE USE OF ANY SANITARY SEWER TO DISPOSE OF TRENCH WATER WILL NOT BE PERMITTED. NO CONCRETE SHALL BE PLACED WHERE GROUNDWATER IS VISIBLE OR UNTIL THE GROUNDWATER TABLE HAS BEEN LOWERED BELOW THE PROPOSED IMPROVEMENTS. ANY UNSTABLE AREAS, AS A RESULT OF GROUNDWATER, ENCOUNTERED DURING THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS SHALL BE STABILIZED AS AGREED UPON BY THE CONTRACTOR AND THE CITY OF PUEBLO AT THE TIME OF THE OCCURRENCE. THE CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AND/OR MAINTAIN ALL EXISTING DRAINAGE PATTERNS AT ALL TIMES WITHIN THE CONSTRUCTION AREAS.

8. DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR CONDITIONS AT AND ADJACENT TO THE JOB INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. THE CONTRACTOR SHALL PROVIDE ALL LIGHTS, SIGNS, BARRICADES, FLAGMEN, OR OTHER DEVICES NECESSARY TO PROVIDE FOR PUBLIC SAFETY. THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND IS NOT LIMITED TO NORMAL WORKING HOURS. THE CITY OF PUEBLO SHALL NOT BE RESPONSIBLE FOR THE SAFETY OR ADEQUACY OF ANY EQUIPMENT, BUILDING COMPONENTS, SCAFFOLDING, FORMS OR OTHER WORK AIDS USED IN OR ABOUT THE PROJECT, OR IN THE SUPERINTENDING OF THE SAME. THE CONTRACTOR SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS FROM ANY AND ALL LIABILITY, REAL AND ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, OR THE CITY. THE CITY OF PUEBLO IS NOT RESPONSIBLE FOR SAFETY IN, ON OR ABOUT THE PROJECT SITE, OR FOR COMPLIANCE BY THE APPROPRIATE PARTY OF ANY REGULATIONS RELATING THERETO. THE CONTRACTOR WILL COMPLY WITH ALL OSHA REGULATIONS.

9. WORK IN PUBLIC STREETS, ONCE BEGUN, SHALL PROCEED TO COMPLETION WITHOUT DELAY SO AS TO PROVIDE MINIMUM INCONVENIENCE TO ADJACENT PROPERTY OWNERS AND TO THE TRAVELING PUBLIC.

10. THE CONTRACTOR SHALL TAKE ALL NECESSARY AND PROPER PRECAUTIONS TO PROTECT ADJACENT PROPERTIES FROM ANY AND ALL DAMAGE THAT MAY OCCUR FROM STORM WATER RUNOFF AND/OR DEPOSITION OF DEBRIS RESULTING FROM ANY AND ALL WORK.

11. EACH TYPE OF CONSTRUCTION SHALL BE COMPLETED BY A CONTRACTOR THAT HAS DEMONSTRATED ACCEPTABLE QUALIFICATIONS TO THE CITY AND IS A LICENSED CONTRACTOR IN THE CITY OF PUEBLO.

12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TRAFFIC CONTROL DURING CONSTRUCTION. ALL TRAFFIC CONTROLS SHALL CONFORM TO THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, (MUTCD) LATEST EDITION. FOR BOTH TEMPORARY AND PERMANENT PAVEMENT MARKINGS. TEMPORARY AND FINAL STRIPING SHALL MEET CDOT GUIDELINES. REFER TO THE CDOT ROADWAY DESIGN GUIDE FOR DETAILS AND SPECIFICATIONS. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COMPLETION AND APPROVAL OF CONSTRUCTION TRAFFIC CONTROL PLANS (TCP) PREPARED BY A CERTIFIED TRAFFIC CONTROL SUPERVISOR.

13. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO TAKE EVERY MEASURE NECESSARY TO COMPLY WITH ANY STATE, COUNTY OR CITY DUST CONTROL ORDINANCE. CONSTRUCTION VEHICLES SHALL USE TRUCK ROUTES DESIGNATED BY THE CITY. EXTRA-LEGAL, OVERSIZE AND OVERWEIGHT VEHICLES REQUIRE AN EXTRA-LEGAL VEHICLE PERMIT FROM THE CITY OF PUEBLO PRIOR TO TRAVELING TO THE CONSTRUCTION SITE ON COUNTY OR CITY STREETS. COLORADO DEPARTMENT OF TRANSPORTATION

14. ALL MATERIALS AND CONSTRUCTION SHALL CONFORM WITH THE LATEST EDITION OF STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO REVISED JANUARY 9, 2023.

15. CONCRETE AND ASPHALT MIX DESIGNS SHALL BE SUBMITTED AT THE PRECON MEETING AND APPROVED IN WRITING BY THE CITY OF PUEBLO PRIOR TO CONSTRUCTION. MATERIALS SHALL BE IN CONFORMANCE WITH CITY OF PUEBLO AND CDOT SPECIFICATIONS, WHEN IN CDOT RIGHT OF WAY.

16. AT LOCATIONS WHERE NEW ASPHALT IS TO ABUT EXISTING ASPHALT, SAW CUT THE EXISTING PAVEMENT A MINIMUM OF 2 FOOT BACK FROM THE EXISTING EDGE, OR A SUCH LOCATION THAT AN ACCEPTABLE EXISTING CROSS-SLOPE IS LOCATED. REMOVE PAVEMENT. TACK COAT EXPOSED VERTICAL ASPHALT EDGE PRIOR TO PAVING. SAW CUTTING WILL NOT BE PAID FOR SEPARATELY, BUT SHALL BE INCLUDED IN COST OF REMOVAL OF ASPHALT.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXCAVATION AS WELL AS THE COSTS ASSOCIATED WITH EXCAVATION ADJACENT TO AND IN THE IMMEDIATE VICINITY OF PRIVATE OR PUBLIC UTILITIES WHILE PERFORMING THE CONSTRUCTION SHOWN ON THE APPROVED CONSTRUCTION PLANS.

18. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL MATERIAL TESTING AND SHALL PROVIDE FIELD COPIES WITHIN 24 HOURS OF TESTING AND OFFICIAL REPORTS WITHIN 2 WEEKS TO THE CITY OF PUEBLO.

19. MATCH EXISTING GRADE AT LIMITS OF CONSTRUCTION.

20. DISCREPANCIES MAY EXIST BETWEEN THESE PLANS AND FIELD CONDITIONS. CONTRACTOR SHALL BE RESPONSIBLE FOR REVIEWING THE ENTIRE SET OF CONSTRUCTION PLANS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION ACTIVITIES. CONTRACTOR SHALL NOTIFY THE CITY OF PUEBLO OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK. FAILURE TO DO SO WILL PLACE THE ENTIRE RESPONSIBILITY AND COST ASSOCIATED FOR THE RESOLUTION OF ANY CONFLICTS SOLELY UPON THE CONTRACTOR.

21. ALL EXCESS MATERIALS GENERATED WITHIN THE PROJECT LIMITS THAT CANNOT BE USED AS EMBANKMENT MATERIAL SHALL BE REMOVED FROM THE PROJECT SITE AT NO COST TO THE PROJECT. WASTE MATERIALS GENERATED BY THE CONTRACTOR SHALL BE LEGALLY DISPOSED OF BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE PROJECT. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A DISPOSAL SITE AND ANY REQUIRED PERMITS FOR ALL UNUSABLE MATERIALS. EARTHWORK CALCULATIONS SHOWN ON PLANS ARE AN APPROXIMATION AND DO NOT NECESSARILY REFLECT FIELD CONDITIONS.

22. ALL TRENCHES SHALL BE ADEQUATELY SUPPORTED AND THE SAFETY OF WORKERS PROVIDED FOR AS REQUIRED BY THE MOST RECENT OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) "SAFETY AND HEALTH REGULATIONS FOR CONSTRUCTION."

23. ALL DAMAGED EXISTING CURB, GUTTER, AND SIDEWALK SHALL BE REPAIRED PRIOR TO ACCEPTANCE OF COMPLETED IMPROVEMENTS AT NO COST TO THE PROJECT.

24. ALL CONSTRUCTION ACTIVITIES MUST COMPLY WITH THE STATE OF COLORADO PERMITTING PROCESS FOR "STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY." FOR INFORMATION, PLEASE CONTACT COLORADO DEPARTMENT OF HEALTH, WATER QUALITY CONTROL DIVISION, WQCD-PE-B2, (303)692-3500.

25. FLOW FILL SHALL BE USED AS BACKFILL MATERIAL FOR ALL OPEN CUTS WITHIN STREET RIGHT OF WAYS. FOR THOSE EXCAVATIONS DEEPER THAN 4 FEET, THE TOP 2 FEET OF BACKFILL SHALL CONSIST OF FLOWABLE BACKFILL, AFTER ALLOWING FOR DEPTH OF ASPHALT AND BASE. FOR THOSE EXCAVATIONS LESS THAN 4 FEET DEEP, THE ENTIRE DEPTH SHALL BE BACKFILLED WITH FLOWABLE BACKFILL, AFTER ALLOWING FOR DEPTH OF PATCH. FLOW FILL SHALL SATISFY THE REQUIREMENTS OF SPECIFICATION 11.3.20 ASPHALT PAVED STREETS OF STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR CITY OF PUEBLO.

26. FINAL PATCH SURFACE SHALL BE SMOOTH AND CONFORM TO THE SURROUNDING PAVEMENT SURFACE WITH NO BUMP, DIP, OR OTHER NOTICEABLE DIFERENCE IN THE RIDING QUALITY. ON TRENCHED INSTALLATIONS UNLESS OTHERWISE SPECIFIED BY THE CITY, ADDITIONAL CUTBACK OF BASE AND SURFACING TO MINIMUM OF 12 INCHES BEYOND NORMAL TRENCH LIMITS ("T-CAP" METHOD) SHALL BE REQUIRED TO MINIMIZE LATE DEVELOPMENT SAG IN THE PATCHED AREA.

27. IF CONFLICTS EXISTS BETWEEN SPECIFICATIONS OR NOTES ON THE APPROVED CONSTRUCTION DOCUMENTS AND THE CITY OF PUEBLO STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS, OR CDOT STANDARD CONSTRUCTION SPECIFICATIONS AND DETAILS, THE MORE STRINGENT SPECIFICATION OR DETAIL SHALL APPLY.

28. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE COORDINATION BETWEEN PROPERTY OWNERS AND UTILITY OWNERS FOR ALL UTILITY SERVICE RELOCATIONS. THE CONTRACTOR WILL MAKE A REASONABLE EFFORT TO MINIMIZE NEGATIVE IMPACTS ON PROPERTY OWNERS ASSOCIATED WITH ANY UTILITY SERVICE RELOCATIONS.

29. THE CONTRACTOR WILL COORDINATE ALL UTILITY RELOCATIONS WITH THE APPROPRIATE UTILITY OWNER. THE CONTRACTOR WILL BE RESPONSIBLE FOR THE PROTECTION AND SUPPORT OF ALL EXISTING UTILITIES DURING CONSTRUCTION AND WILL NOTIFY THE UTILITY OWNER OF ALL UNINTENDED DAMAGE TO ANY EXISTING UNDERGROUND UTILITY PRIOR BACKFILLING THE EXCAVATED AREAS.

30. ALL UTILITY MATERIAL AND CONSTRUCTION SHALL MEET THE MOST RECENT DESIGN AND CONSTRUCTION STANDARDS OF THE UTILITY OWNER.

31. MANHOLE CONE SECTIONS SHALL BE ECCENTRIC AND SHALL BE SITUATED SO THAT THE SLOPE OF THE CONE SECTION IS POINTING TOWARD THE DOWNSTREAM DIRECTION. MANHOLE STEPS WILL NOT BE INSTALLED IN NEW MANHOLES AND SHALL BE REMOVED FROM ANY EXISTING ONES IN THE PROJECT.

32. THE PROJECT INCLUDES PVC PIPE TO BE REPLACED WITH EVERY EXISTING MANHOLE BEING REPLACED. THE CONTRACTOR SHALL FOLLOW CITY OF PUEBLO STANDARDS FOR INSTALLING SAID PIPE IN ARTICLE 11.

34. IN ADDITION TO SECTION 11.3.11 JOINTING PIPE (C), WHEN JOINING PIPES VIA COUPLER, A FERNCO STRONGBACK RC SERIES REPAIR COUPLING, OR AN APPROVED EQUAL SHIELDED COUPLER SHALL BE USED TO CONNECT THE EXISTING TO THE NEW PIPE.

35. THE PROJECT INCLUDES PVC PIPE TO BE REPLACED WITH EVERY EXISTING MANHOLE BEING REPLACED. THE CONTRACTOR SHALL FOLLOW CITY OF PUEBLO STANDARDS FOR INSTALLING SAID PIPE IN ARTICLE 11.

36. THE CONTRACTOR SHALL IMMEDIATELY REMOVE ANY CONSTRUCTION DEBRIS OR MUD TRACKED ONTO EXISTING ROADWAYS. THE CONTRACTOR SHALL REPAIR ANY EXCAVATION OR PAVEMENT FAILURES CAUSED BY HIS CONSTRUCTION.

37. THE CONTRACTOR SHALL PERFORM ALL TRACER WIRE INSTALLATIONS IN ACCORDANCE WITH TRACER WIRE SPECIFICATIONS, PLANS AND DETAILS AS SHOWN ON THE DRAWINGS, INCLUDING, BUT NOT LIMITED TO, TRACER WIRE CONNECTORS, TERMINATION/ACCESS BOXES, GROUNDING, GROUND RODS, INSULATION AND TESTING. PRIOR TO ACCEPTANCE OF OWNERSHIP, ALL TRACER WIRE INSTALLATIONS SHALL BE LOCATED BY USING LOW FREQUENCY (512Hz) LINE TRACING EQUIPMENT, WITNESSED BY THE CONTRACTOR AND ENGINEER.

38. AS BUILT PLANS THE CONTRACTOR WILL BE RESPONSIBLE TO SUBMIT AN AS BUILT SET OF PLANS INDICATING THE STATION LOCATION OF THE REINSTATED SERVICES. THE AS BUILT PLANS SHALL BE SUBMITTED WITH THE INVOICE FOR PAYMENT. THE COST TO PROVIDE THE AS BUILT PLANS SHALL BE INCIDENTAL TO THE COST OF THE PROJECT, NO ADDITIONAL PAYMENTS WILL BE MADE.

39. ALL PIPE SHALL BE PVC SDR 35 UNLESS OTHERWISE SPECIFIED.

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NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
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SCALE (V): 1" = NA
DESIGNED BY: M.T.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 3/2/2023

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

GENERAL NOTES

SHEET NO. 3 OF 16

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EROSION CONTROL NOTES

1. THE CONTRACTOR SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOWLINES AND PUBLIC RIGHTS OF WAYS AS A RESULT OF THIS CONSTRUCTION PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER, OR AS DIRECTED BY THE ENGINEER.

2. THE CONTRACTOR SHALL BE HELD RESPONSIBLE FOR REMEDIATION OF ANY ADVERSE IMPACTS TO ADJACENT WATERWAYS, WETLANDS, ETC., RESULTING FROM WORK DONE AS PART OF THIS PROJECT.

3. THE CONTRACTOR SHALL PREVENT SEDIMENT, DEBRIS AND ALL OTHER POLLUTANTS FROM ENTERING THE STORM SEWER SYSTEM DURING ALL DEMOLITION, EXCAVATION TRENCHING, BORING, GRADING, OR OTHER CONSTRUCTION OPERATIONS THAT ARE PART OF THIS PROJECT. STOCK PILE AND SPOIL PILES MUST BE PROTECTED BY BMP'S. STRAW WATTLES WILL NOT BE ALLOWED AS A BMP ON ASPHALT SURFACES.

4. THE CONTRACTOR SHALL LOCATE, INSTALL AND MAINTAIN ALL EROSION CONTROL AND WATER QUALITY "BEST MANAGEMENT PRACTICES" AS INDICATED IN THE APPROVED CONSTRUCTION ACTIVITIES STORMWATER MANAGEMENT PLAN. ADDITIONAL BMP'S MAY BE REQUIRED AT THE ENGINEER'S DISCRETION AT NO ADDITIONAL COST TO THE PROJECT. THE CONTRACTOR ENCOURAGED TO BUDGET FOR ANY ADDITIONAL BMP'S THEY MAY DEEM NECESSARY. BMP'S SHALL BE MAINTAINED AND KEPT IN GOOD CONDITION FOR THE DURATION OF THIS PROJECT.

5. AT A MINIMUM, THE CONTRACTOR SHALL INSPECT, AND KEEP A LOG OF ALL BMP'S WEEKLY AND AFTER SIGNIFICANT PRECIPITATION EVENTS. ALL NECESSARY MAINTENANCE AND REPAIR SHALL BE COMPLETED IN A TIMELY MANNER. ACCUMULATED SEDIMENT AND DEBRIS SHALL BE REMOVED FROM A BMP WHEN THE SEDIMENT LEVEL REACHES ONE-HALF THE HEIGHT OF THE BMP OR AT ANY TIME THAT SEDIMENT OR DEBRIS ADVERSELY IMPACTS THE FUNCTIONING OF THE BMP.

6. THE CONTRACTOR SHALL PROPERLY COVER ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE TO PREVENT LOSS OF THE MATERIAL DURING TRANSPORT WITHIN PUBLIC RIGHTS OF WAY.

7. MODIFICATION OF AN ACTIVE EROSION AND SEDIMENT CONTROL PERMIT BY THE CONTRACTOR SHALL REQUIRE TIMELY NOTIFICATION OF AND APPROVAL BY THE CITY OF PUEBLO. TERMINATION OF AN ACTIVE EROSION AND SEDIMENT CONTROL PERMIT UPON COMPLETION OF THE PROJECT REQUIRES NOTIFICATION OF AN APPROVAL BY THE CITY OF PUEBLO.

8. UNLESS CONFINED IN PREDEFINED, BERMED CONTAINMENT AREA, THE CLEANING OF CONCRETE TRUCK DELIVERY CHUTES IS PROHIBITED AT THE JOB SITE. THE DISCHARGE OF WATER CONTAINING WASTE CEMENT TO THE STORM SEWER SYSTEM IS PROHIBITED. CONCRETE WASTE WATER SHALL NOT BE DISCHARGED TO OR ALLOWED TO RUNOFF TO STATE WATERS, INCLUDING ANY SURFACE OR SUBSURFACE STORM DRAINAGE SYSTEM OF FACILITIES.

9. THE CONTRACTOR SHALL PROTECT ALL STORM SEWER FACILITIES ADJACENT TO ANY LOCATION WHERE PAVEMENT CUTTING OPERATION INVOLVING WHEEL CUTTING, SAW CUTTING OR ABRASIVE WATER JET CUTTING ARE TO TAKE PLACE. THE DISCHARGE OF ANY WATER CONTAMINATED BY WASTE PRODUCTS FROM CUTTING OPERATIONS TO THE STORM SEWER SYSTEM IS PROHIBITED. THE CONTRACTOR SHALL REMOVE AND PROPERLY DISPOSE ALL WASTE PRODUCTS GENERATED BY SAID CUTTING OPERATIONS ON A DAILY BASIS.

10. LOCATION OF STAGING, STORAGE, EQUIPMENT MAINTENANCE, TEMPORARY DISPOSAL, VEHICLE TRACKING CONTROL AND CONCRETE TRUCK WASHOUT AREAS WILL BE DETERMINED IN THE FILED AT THE START OF CONSTRUCTION ACTIVITY AND DELINEATED ON THIS PLAN.

11. ANY LAND DISTURBANCE BY ANY CONTRACTOR SHALL COMPLY WITH THE BASIC GRADING, EROSION AND STORMWATER QUALITY CONTROL REQUIREMENTS AND GENERAL PROHIBITIONS NOTED IN THE URBAN STORM DRAINAGE CRITERIA MANUAL VOLUME II.

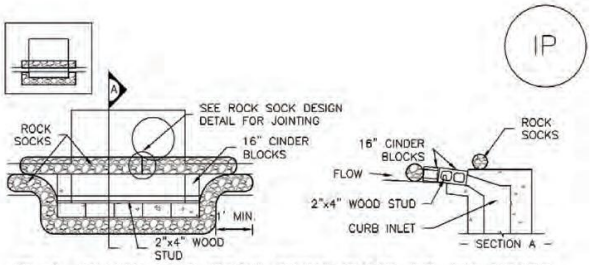
12. NO CLEARING, GRADING, EXCAVATION, FILLING OR OTHER LAND DISTURBING ACTIVITIES SHALL BE PERMITTED UNTIL SIGNOFF AND ACCEPTANCE OF THE GRADING PLAN AND EROSION AND STORMWATER QUALITY CONTROL PLAN IS RECEIVED FROM THE CITY OF PUEBLO.

13. PRIOR TO ANY CONSTRUCTION, INCLUDING SITE GRADING AND EXCAVATION AN APPROVED, "EROSION AND SEDIMENT CONTROL PLAN" SHALL BE POSTED ON-SITE.

14. GENERAL CONTRACTOR SHALL MAINTAIN AND UPDATE THE "EROSION AND SEDIMENT CONTROL PLAN" AS CONSTRUCTION DICTATES. CURRENT AND CORRECT PLANS SHALL REMAIN ON-SITE AND BE READILY ACCESSIBLE TO THE CITY STORMWATER INSPECTOR AT ALL TIMES.

15. SEDIMENT (MUD AND DIRT) TRANSPORTED ONTO A PUBLIC ROAD, REGARDLESS OF THE SIZE OF THE SITE SHALL BE CLEANED IMMEDIATELY.

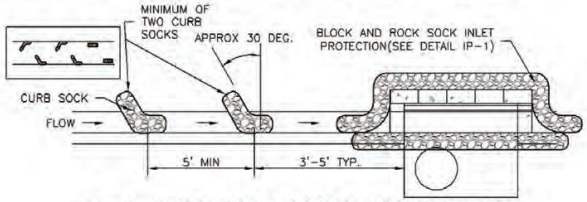
16. PORTA-POTTIES SHALL BE SECURELY STAKED DOWN AND SHALL NOT BE LOCATED IN THE CURB AND GUTTER OR ANY LOCATION THAT WOULD ALLOW ANY LEAKAGE TO FLOW INTO THE STORM INLETS.



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

BLOCK AND CURB SOCK INLET PROTECTION INSTALLATION NOTES

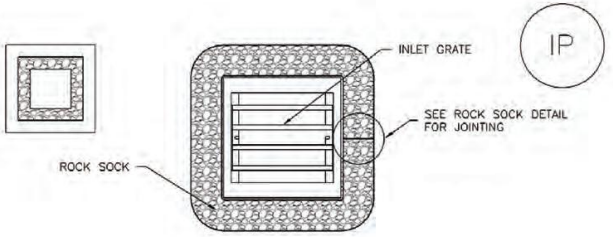
1. SEE ROCK SOCK DESIGN DETAIL FOR INSTALLATION REQUIREMENTS.
2. CONCRETE "CINDER" BLOCKS SHALL BE LAID ON THEIR SIDES AROUND THE INLET IN A SINGLE ROW, ABUTTING ONE ANOTHER WITH THE OPEN END FACING AWAY FROM THE CURB.
3. GRAVEL BAGS SHALL BE PLACED AROUND CONCRETE BLOCKS, CLOSELY ABUTTING ONE ANOTHER 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.



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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city of PUEBLO colorado

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PROJECT #24-057 (WWAN01)
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EROSION & SEDIMENT CONTROL

SHEET NO.
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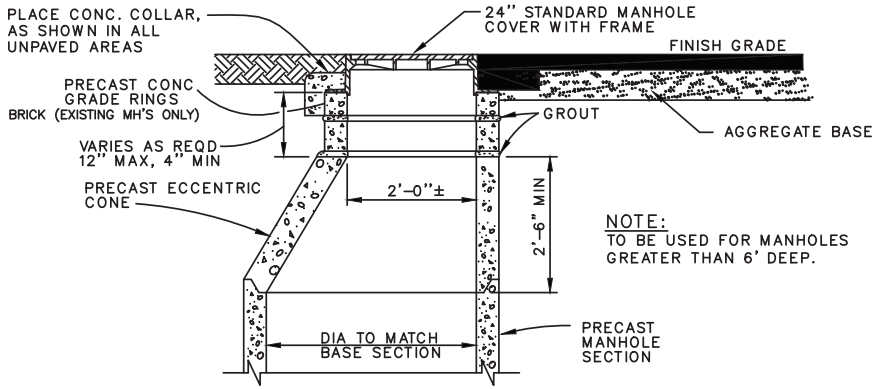
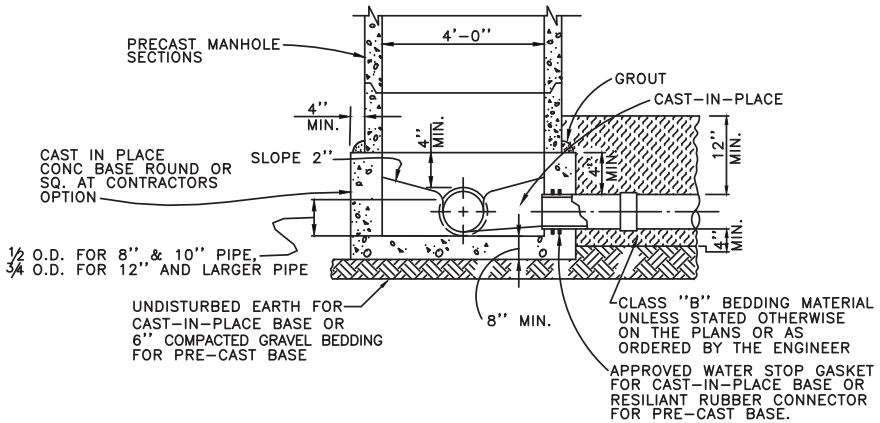
MANHOLE NOTES

1. USE 24" STANDARD MANHOLE FRAME AND COVER UNLESS OTHERWISE NOTED ON PLANS
2. IF PRE-CAST MANHOLE BASES ARE USED, THE CONCRETE BENCH/CHANNEL SHALL BE CAST-IN-PLACE, AFTER SEWER PIPE IS SET TO GRADE
3. THE CONCRETE CHANNEL IN ALL MANHOLE BASES SHALL BE CAST WITH A MINIMUM 18" CENTERLINE RADIUS SWEEP.
4. ALL INTERIOR MANHOLE SECTIONS WILL BE INJECTED WITH EPOXY AND SMOOTHED TO CREATE A WATER TIGHT SEAL FROM OUTSIDE SOURCES
5. ALL STEPS SHALL BE REMOVED FROM EXISTING MANHOLES AND NO STEPS TO BE INSTALLED IN NEW MANHOLES

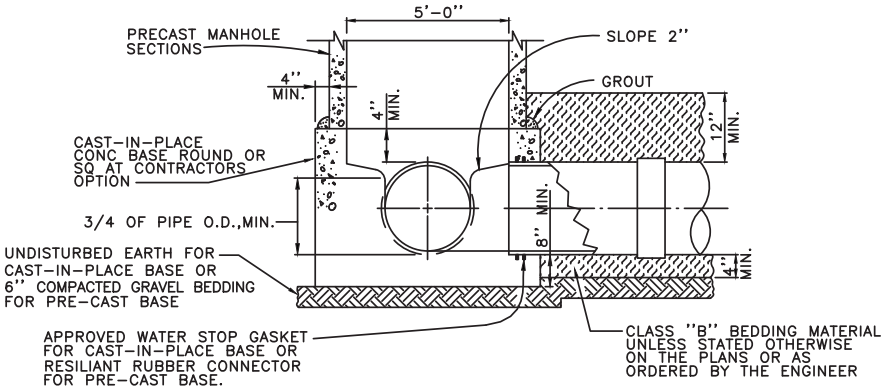
MANHOLE TOP SECTION WITH RING EXTENSION



MANHOLE BASE SECTION 8" THRU 15" PIPE



MANHOLE BASE SECTION 18" THRU 36" PIPE



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PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

MANHOLE SPECIFICATIONS

SHEET NO. 5 OF 16

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Materials

General

All tracer wire and tracer wire products shall be domestically manufactured in the U.S.A.
All tracer wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked.

Tracer Wire

- **Open Trench** - Tracer wire shall be #12 AWG copper clad steel, high strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Directional Drilling/Boring** - Tracer wire shall be #12 AWG copper clad steel, extra high strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Tracer wire - Pipe Bursting/Slip Lining** - Tracer wire shall be 7 x 7 stranded copper clad steel, extreme strength with 4,700 lb. break load, with minimum 50 ml HDPE insulation thickness.

Connectors

- All mainline tracer wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector (SnakeBite™ or approved equal). At crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- **Direct bury wire connectors** - Shall include SnakeBite™ 3-way lockable connectors (or approved equal) and mainline to lateral lug connectors specifically manufactured for use in underground tracer wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- Non-locking friction fit, twist on or taped connectors are prohibited.

Termination/Access

- All tracer wire termination points must utilize an approved tracer wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- All grade level/in-ground access boxes shall include a dual terminal switchable lid (SnakePit® LD14G2T-SW or approved equal), be appropriately identified with "sewer" cast into the cap, and color coded per APWA standard for the specific utility being marked.
- A minimum of 2 ft. of excess/slack wire is required in all tracer wire access boxes after meeting final elevation.
- All tracer wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the tracer wire connection and the terminal for the ground rod wire connection.
- Ground wire shall be connected to the identified (or bottom) terminal on all access boxes.
- **Service Laterals on public property** - Tracer wire must terminate with a coil of 6 feet of tracer wire for future extension to the building, located at the edge of the road right-of-way, and out of the roadway.
- **Service Laterals on private property** - Tracer wire must terminate at an approved above-ground tracer wire access box, affixed to the building exterior directly above where the utility enters the building, at an elevation not greater than 5 vertical feet above finished grade, or terminate at an approved grade level/in-ground tracer wire access box, located within 2 linear feet of the building being served by the utility.
- **Long-runs, in excess of 2,500 linear feet** - Tracer wire access must be provided utilizing an approved grade level/in-ground tracer wire access box, located at the edge of the road right-of-way and out of the roadway. The grade level/in-ground tracer wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked or other approved marker by the City of Pueblo.

Grounding

- Tracer wire must be properly grounded at all dead ends/stubs.
- Grounding of tracer wire shall be achieved by use of a drive-in magnesium ground rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.
- When grounding the tracer wire at dead ends/stubs, the ground rod shall be installed in a direction 180 degrees opposite of the tracer wire, at the maximum possible distance.
- When grounding the tracer wire in areas where the tracer wire is continuous and neither the mainline tracer wire or the ground rod wire will be terminated at/above grade, install ground rod wire directly beneath and in-line with the tracer wire. Do not coil excess wire from ground rod wire. In this installation method, the ground rod wire shall be trimmed to an appropriate length before connecting to tracer wire with a mainline to lateral lug connector.
- Where the ground rod wire will be connected to a tracer wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SPECIFICATIONS (1)	1 OF 8 DATED 9/2019

Installation

General

- Tracer wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- Tracer wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- Tracer wire shall be installed at the top of the pipe and secured (taped/tied) at 5' intervals.
- Tracer wire must be properly grounded as specified.
- Tracer wire on all service laterals/stubs must terminate at an approved tracer wire access box located directly above the utility, at the edge of the road right-of-way but out of the roadway. (See Tracer wire **Termination/Access**)
- At all mainline dead-ends, tracer wire shall go to ground using an approved connection to a drive-in magnesium ground rod, buried at the same depth as the tracer wire. (See **Grounding**)
- Mainline tracer wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end and ground using an approved waterproof connection to a ground rod buried at the same depth as the tracer wire.
- All service lateral tracer wires shall be a single wire, connected to the mainline tracer wire using an approved mainline to lateral lug connector, installed without cutting/splicing the mainline tracer wire.
- In occurrences where an existing tracer wire is encountered on an existing utility that is being extended or tied into, the new tracer wire and existing tracer wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified.

Storm & Sanitary Sewer Systems

- All service lateral tracer wires must be properly connected to the mainline tracer wire to ensure full tracing/locating capabilities from a single connection point.
- Lay mainline tracer wire continuously, by-passing around the outside of manholes/structures on the north or east side.
- Tracer wire on all sewer laterals must terminate at the property line with a coil of 6 feet of tracer wire taped directly to the service lateral at the edge of the road right-of-way or at an approved location.
- The City of Pueblo Stormwater Department or Wastewater Department must be contacted to inspect tracer wire installation prior to backfilling any infrastructure that connects to the City's storm sewer or sanitary sewer system.

Prohibited Products and Methods

The following products and methods shall not be allowed or acceptable:

- Uninsulated tracer wire
- Tracer wire insulations other than HDPE
- Tracer wires not domestically manufactured
- Non-locking, friction fit, twist on or taped connectors
- Brass or copper ground rods
- Wire connections utilizing taping or spray-on waterproofing
- Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
- Tracer wire wrapped around the corresponding utility
- Brass fittings with tracer wire connection lugs
- Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
- Connecting tracer wire to any conductive utilities

Testing

- All new tracer wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.
- This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
- Continuity testing in lieu of actual line tracing shall not be accepted.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SPECIFICATIONS (2)	2 OF 8 DATED 9/2019

NO.	REVISIONS	BY	DATE	APPROVAL

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H):	1" = NA
SCALE (V):	1" = NA
DESIGNED BY:	M.T.
CHECKED BY:	S.M.
APPROVED BY:	S.M.
DATE:	3/2/2023

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

TRACER WIRE SPECIFICATIONS

SHEET NO. 6 OF 16

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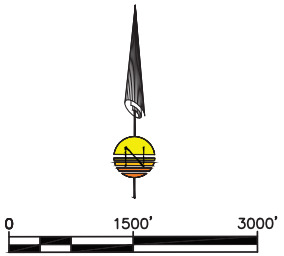
Products

The following products have been deemed acceptable and appropriate. These products are a guide only to help you choose the correct applications for your tracer wire project.

- **Copper-Clad Steel (CCS) Tracer Wire**
  - **Open Trench** - Copperhead® #12 High Strength part # 1230G-HS or approved equal.
  - **Directional Drilling/Boring** - Copperhead® Extra High Strength part # 1245G-EHS or approved equal.
  - **Pipe Bursting/Slip Lining** - Copperhead® SoloShot Extreme Strength 7 x 7 Stranded part # GPBX- 50 or approved equal.
- **Connectors**
  - Copperhead® 3-way locking connector part # LSC1230C or approved equal.
  - DryConn 3-way Direct Bury Lug: Copperhead® Part # 3WB-01 or approved equal.
- **Termination/Access**
  - **Non-Roadway access boxes applications**: Tracer wire access boxes grade level Copperhead® 3-way Direct Bury Lug adjustable lite duty Part # LD14G2T-SW or approved equal.
  - **Concrete / Driveway access box applications**: Tracer wire access boxes grade level Copperhead® Part # CD14G2T-SW or approved equal.
- **Grounding**
  - **Drive in Magnesium Ground Rod**: Copperhead® Part # ANO-12 (1.5 lb.) or approved equal.

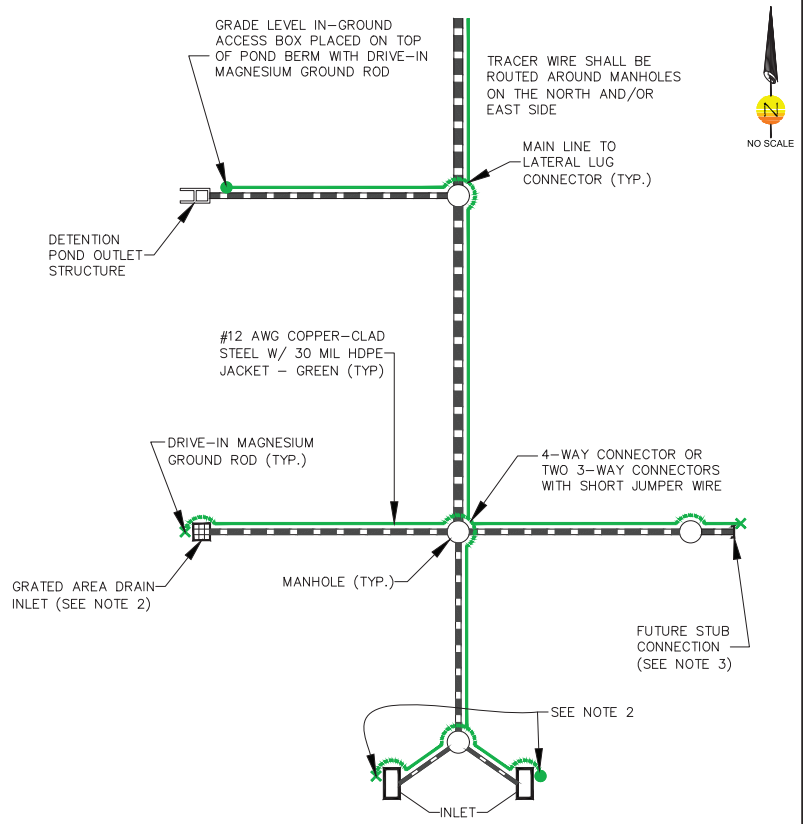
Manufacturer Product Options:

Copperhead® products or approved equal.



COLORADO 811

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SPECIFICATIONS (3)	3 OF 8 DATED 9/2019



NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE TOP OF THE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. TRACER WIRE FOR INLETS MAY TERMINATE INSIDE OF INLET BOX BELOW THE ACCESS (SEE DETAIL SHEET 6 OF 8) OR A GRADE LEVEL IN-GROUND ACCESS BOX MUST BE USED (OPTION REQUIRES CITY APPROVAL IN PAVED AREAS). DRIVE-IN MAGNESIUM GROUND ROD MUST BE USED FOR EITHER OPTION.
3. AT ALL FUTURE STUB CONNECTIONS, A MINIMUM OF 6 FEET OF TRACER WIRE SHALL BE EXTENDED BEYOND THE END OF THE PIPE, COILED AND SECURED FOR FUTURE CONNECTIONS. THE END OF THE TRACER WIRE SHALL BE SPLICED TO THE WIRE OF A DRIVE-IN MAGNESIUM GROUND ROD AND IS TO BE BURIED AT THE SAME ELEVATIONS AS THE SEWER MAIN.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SAMPLE STORM SEWER PLAN	4 OF 8 DATED 9/2019

REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = NA
SCALE (V): 1" = NA
DESIGNED BY: M.T.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 3/2/2023

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
TRACER WIRE SPECIFICATIONS AND SAMPLE PLAN

SHEET NO. 7 OF 16

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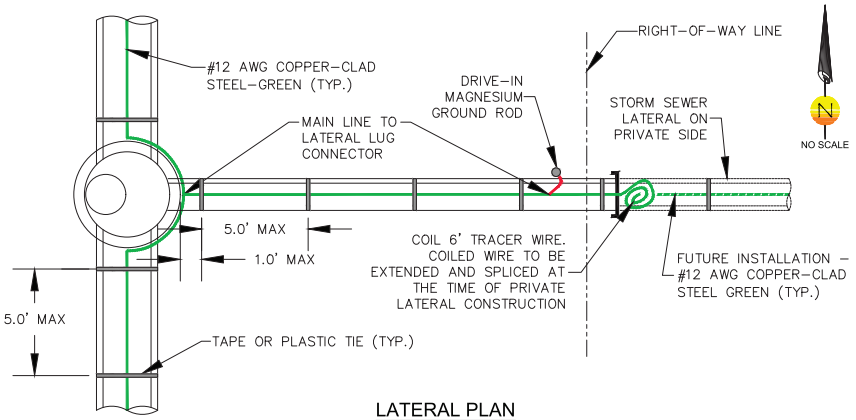
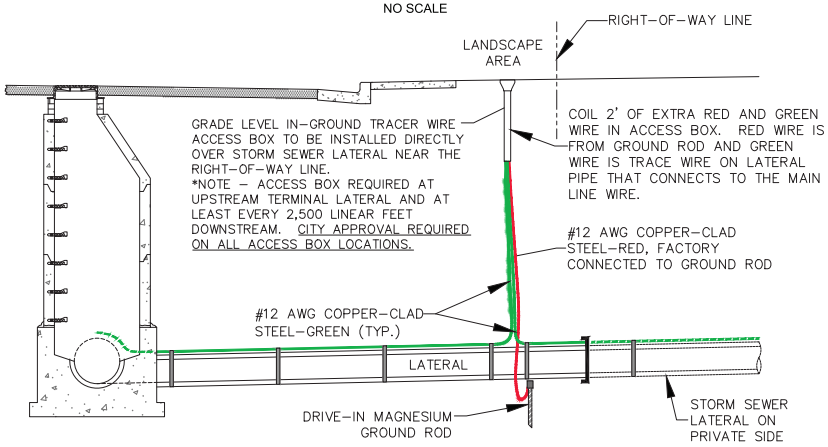


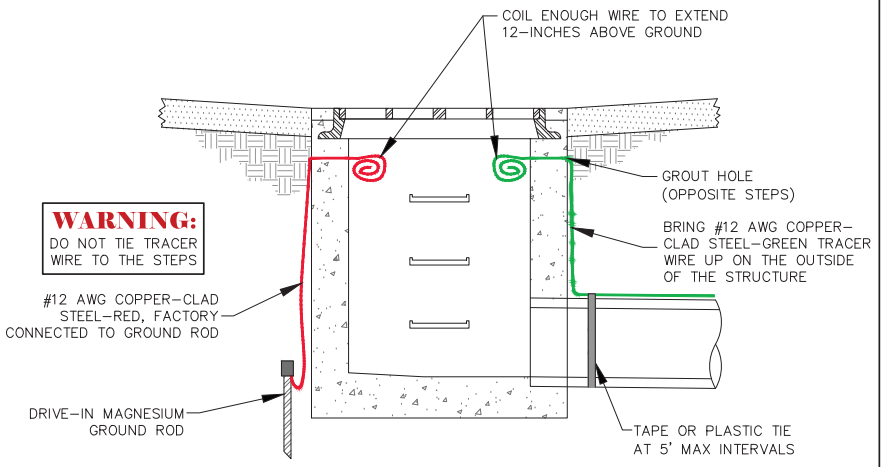
LATERAL PLAN
NO SCALE



LATERAL PROFILE
NO SCALE

NOTES:
1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED IMMEDIATELY ADJACENT TO THE SERVICE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. TRACER WIRE NOT REQUIRED FOR REHABILITATION PROJECTS.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE AT STORM SEWER LATERAL DETAIL	5 OF 8 DATED 9/2019



NOTE:
THIS OPTION IS RECOMMENDED FOR INLETS IN A PARKING LOT WHERE A LEVEL IN-GROUND TRACER WIRE ACCESS BOX HAS POTENTIAL TO BE COVERED BY ASPHALT OVERLAY. THIS OPTION REQUIRES CITY OF PUEBLO STORMWATER APPROVAL AND MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS.

INLET OR MANHOLE LOCATED IN A PAVED SURFACE
NO SCALE

COLORADO 811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE MISCELLANEOUS DETAILS	6 OF 8 DATED 9/2019

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = NA
SCALE (V): 1" = NA
DESIGNED BY: M.T.
CHECKED BY: S.M.
APPROVED BY: S.M.
DATE: 3/2/2023

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT

TRACER WIRE DETAILS

SHEET NO. 8 OF 16

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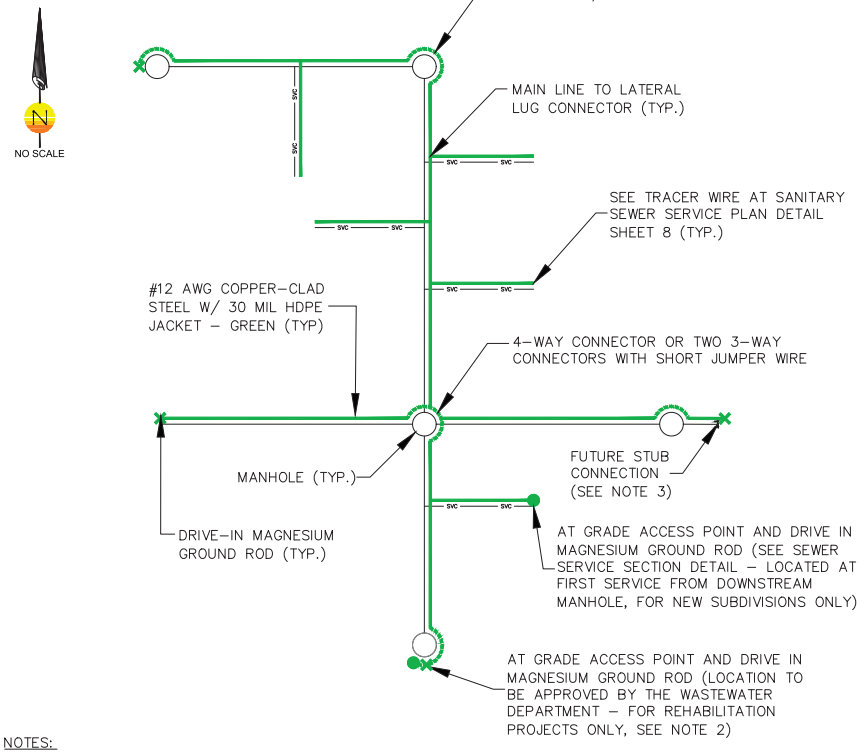
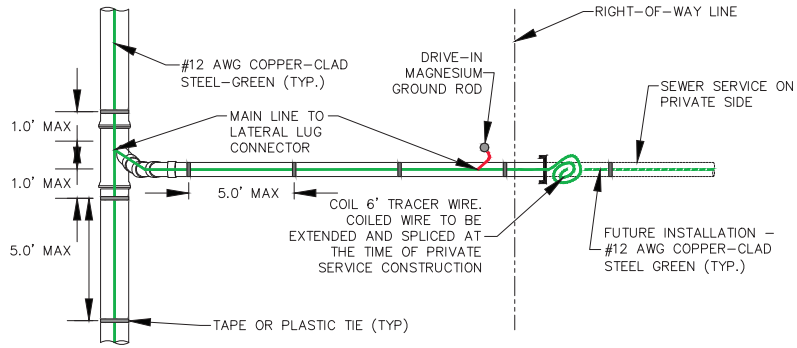


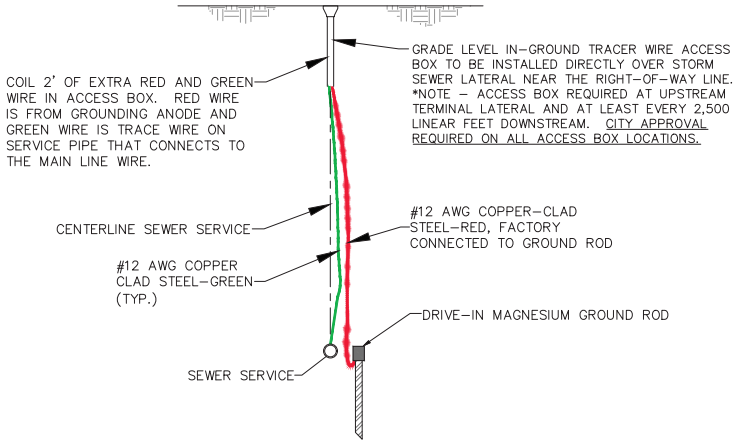
NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE TOP OF THE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. REHABILITATION PROJECTS SHALL HAVE A DRIVE-IN MAGNESIUM GROUND ROD INSTALLED ON THE UPSTREAM AND DOWNSTREAM MANHOLES AS WELL AS A GRADE LEVEL IN-GROUND ACCESS BOX INSTALLED AT THE DOWNSTREAM MANHOLE (ACCESS BOX TYPE AND LOCATION TO BE APPROVED BY WASTEWATER DEPARTMENT).
3. AT ALL FUTURE STUB CONNECTIONS, A MINIMUM OF 6 FEET OF TRACER WIRE SHALL BE EXTENDED BEYOND THE END OF THE PIPE, COILED AND SECURED FOR FUTURE CONNECTIONS. THE END OF THE TRACER WIRE SHALL BE SPLICED TO THE WIRE OF A DRIVE-IN MAGNESIUM GROUND ROD AND IS TO BE BURIED AT THE SAME ELEVATIONS AS THE SEWER MAIN.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE SAMPLE SANITARY SEWER PLAN	7 OF 8 DATED 9/2019



SEWER SERVICE PLAN
NO SCALE



SEWER SERVICE SECTION
NO SCALE

NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED IMMEDIATELY ADJACENT TO THE SERVICE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. TRACER WIRE NOT REQUIRED FOR REHABILITATION PROJECTS.

	DEPARTMENT OF PUBLIC WORKS ENGINEERING DIVISION	TRACER WIRE AT SANITARY SEWER SERVICE DETAIL	8 OF 8 DATED 9/2019

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
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SCALE (H): 1" = NA
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DATE: 3/2/2023

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
TRACER WIRE SAMPLE SANITARY SEWER PLAN AND SERVICE DETAIL

SHEET NO. 9 OF 16

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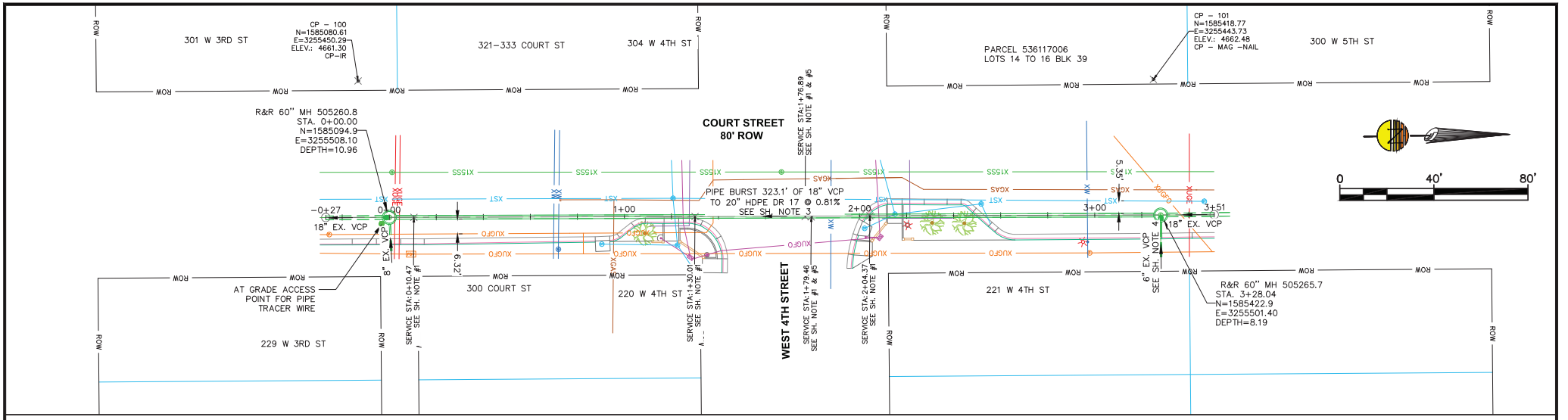

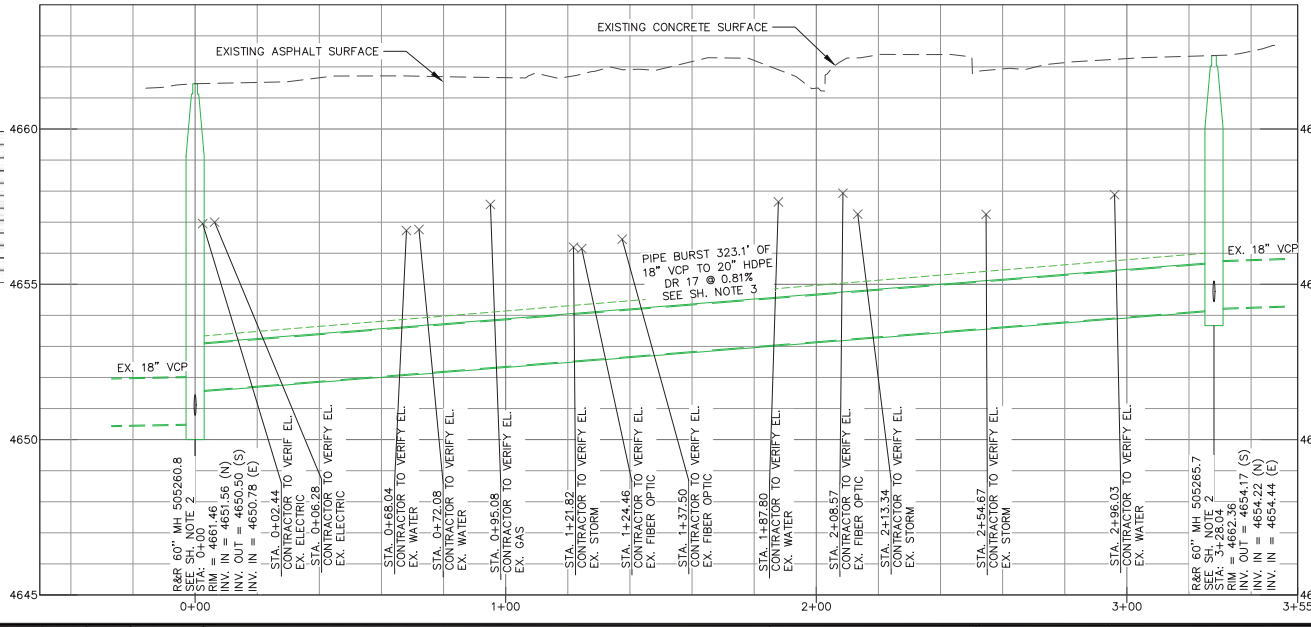

SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #1 - W 4th AND COURT ST		
1	Pipe Burst 18" VCP	323	LF
2	Reinstate Sanitary Sewer Service	3	EA
3	Reinstate Sanitary Sewer Service - 4th Street Intersection	2	EA
4	Lateral Launch Service	5	EA
5	Remove and Replace 60" Manhole	2	EA
6	Install Tracer Wire	1	LS
7	Mobilization	1	LS
8	Bypass Pumping	1	LS
9	Traffic Control	1	LS

SHEET NOTES:

1. CONTRACTOR TO VERIFY ALL EXISTING SERVICE CONNECTIONS BY LATERAL LAUNCHING EACH SERVICE. ONLY SERVICES THAT ARE ACTIVE SHALL BE REINSTATED.
2. MANHOLE INVERTS TO REMAIN AS EXISTING TO ACCOMMODATE PIPE BURSTING ACTIVITIES.
3. PAYMENT SHALL INCLUDE ALL ITEMS REQUIRED TO PIPE BURST THE PIPE SEGMENT SHOWN ON THE PLANS AND RESTORE TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO EXCAVATION OF BORE PIT, HDPE PIPE, FUSING, FLOWFILL, ASPHALT, CURB AND GUTTER, SIDEWALK, ETC.
4. CONTRACTOR TO STUB OUT 6"X8" ECCENTRIC REDUCER. COST WILL BE INCIDENTAL TO PROJECT
5. IF SERVICES LOCATED IN 4TH STREET ARE REINSTATED, PAYMENT WILL BE MADE UNDER "REINSTATE SERVICE–4TH STREET INTERSECTION".

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 40'
SCALE (V): 1" = 4'
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #1
W 4TH STREET AND COURT STREET

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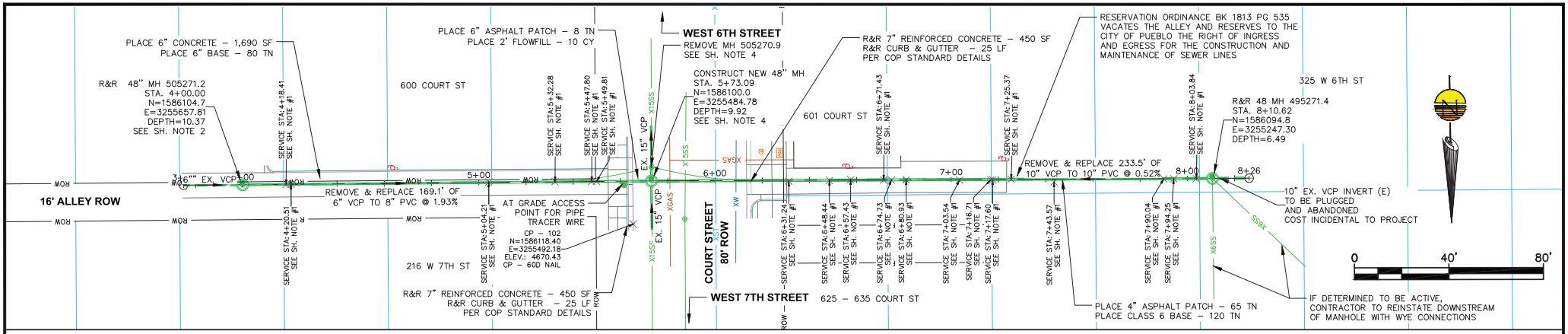

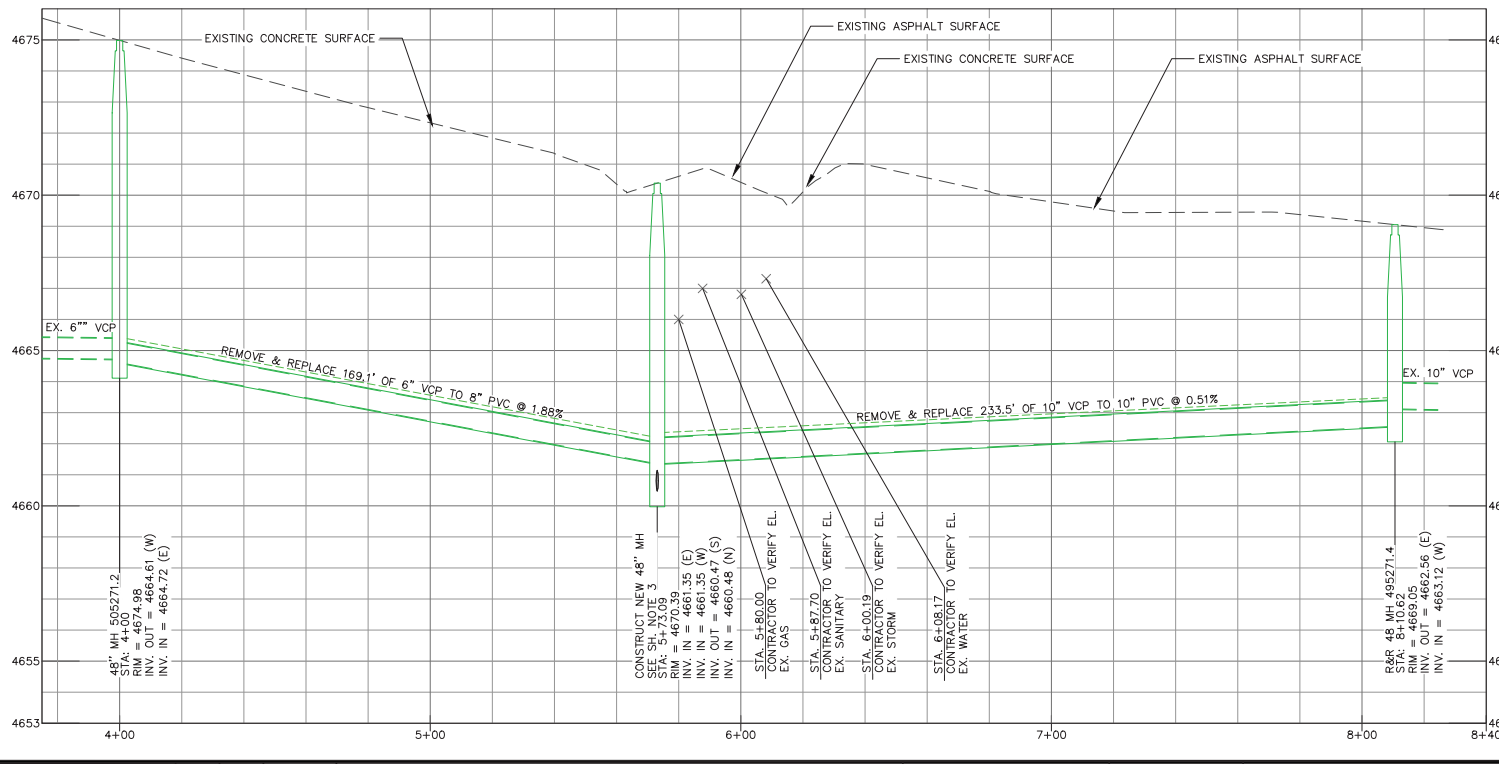

SHEET NOTES:

1. CONTRACTOR TO VERIFY ALL EXISTING SERVICE CONNECTIONS BY LATERAL LAUNCHING EACH SERVICE. ONLY SERVICES THAT ARE ACTIVE SHALL BE REINSTATED.
2. CONTRACTOR TO STUB OUT 6"X8" ECCENTRIC REDUCER. COST WILL BE INCIDENTAL TO PROJECT.
3. INVERTS IN (N) AND OUT (S) ARE ESTIMATED FOR NEW 48" MH AT STA 5+73.39. CONTRACTOR TO VERIFY.
4. TO BE PAID UNDER THE R&R MANHOLE BID ITEM.

SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #2 - W 6th ST AND COURT ST		
10	Remove and Replace 6" VCP To 8" PVC	169	LF
11	Remove and Replace 10" VCP To 10" PVC	234	LF
12	Reinstate Sanitary Sewer Service	20	EA
13	Lateral Launch Service	20	EA
14	Remove and Replace 48" Manhole	3	EA
15	Remove and Replace 7" Reinforced Concrete	900	SF
16	Remove and Replace Curb and Gutter	50	LF
17	Place 6" Concrete	1690	SF
18	Place Asphalt Patch (Various Depths)	73	TN
19	Place 6" Base Course	200	TN
20	Place 2" Flowfill	10	CY
21	Install Tracer Wire	1	LS
22	Mobilization	1	LS
23	Bypass Pumping	1	LS
24	Traffic Control	1	LS

COLORADO 811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
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(719) 553-2957 FAX

SCALE (H): 1" = 40'
SCALE (V): 1" = 4'
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #2
W 6TH STREET AND COURT STREET

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11 OF 16

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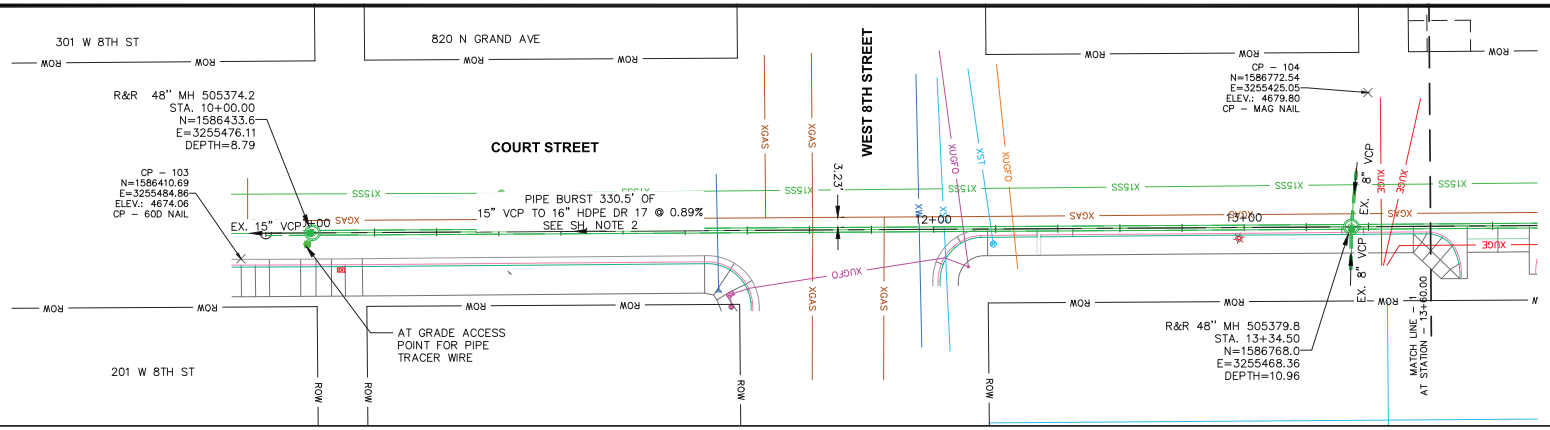
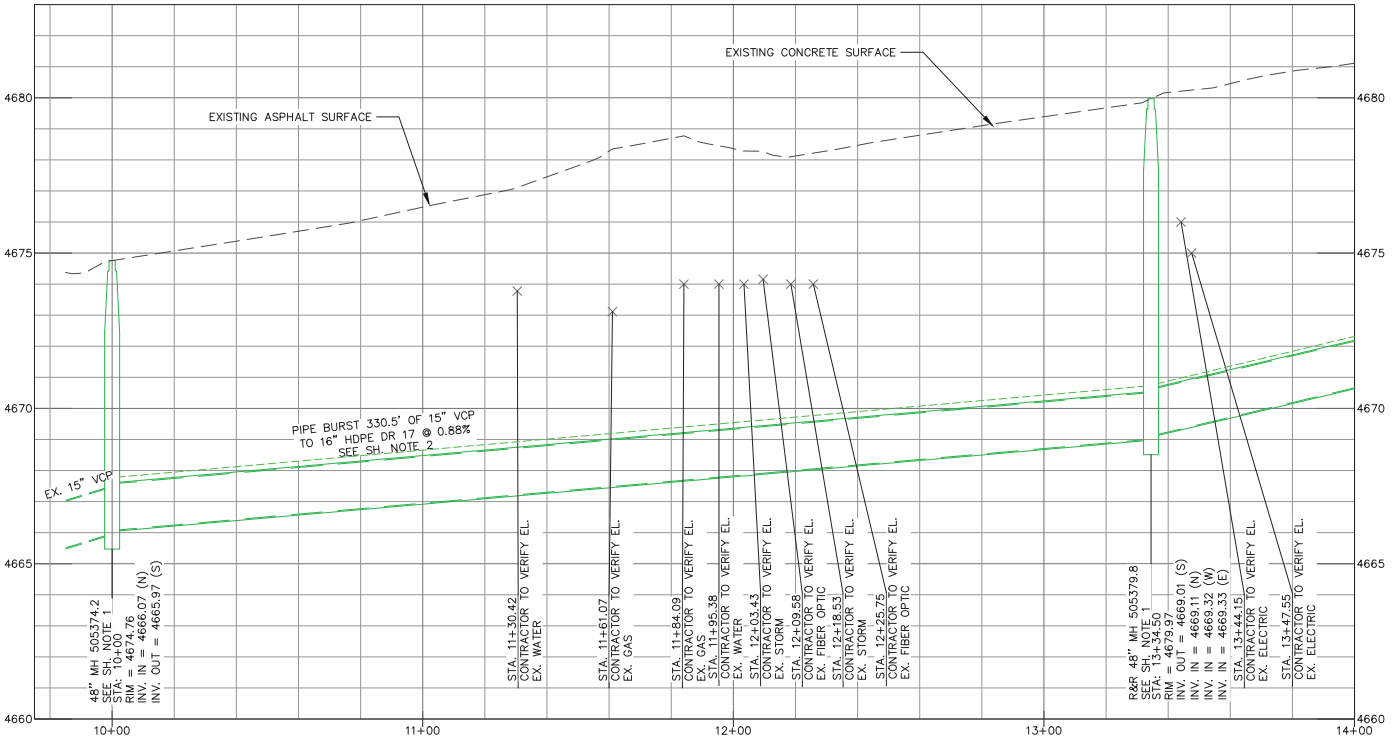


SHEET NOTES:.

1. MANHOLE INVERTS TO REMAIN AS EXISTING TO ACCOMMODATE PIPE BURSTING ACTIVITIES.
2. PAYMENT SHALL INCLUDE ALL ITEMS REQUIRED TO PIPE BURST THE PIPE SEGMENT SHOWN ON THE PLANS AND RESTORE TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO EXCAVATION OF BORE PIT, HDPE PIPE, FUSING, FLOWFILL, ASPHALT, CURB AND GUTTER, SIDEWALK, ETC.

SUMMARY OF QUANTITIES			
No.	Item Description	Qty.	Unit
	Site #3 - W 8th ST AND COURT ST		
25	Pipe Burst 15" VCP	664	LF
26	Reinstate Sanitary Sewer Service	2	EA
27	Lateral Launch Service	2	EA
28	Remove and Replace 48" Manhole	3	EA
29	Install Tracer Wire	1	LS
30	Mobilization	1	LS
31	Bypass Pumping	1	LS
32	Traffic Control	1	LS



REVISIONS	BY	DATE	APPROVAL

WASTEWATER DEPARTMENT
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PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #3
W 8TH STREET AND COURT STREET

PAGE NO.
12 OF 16

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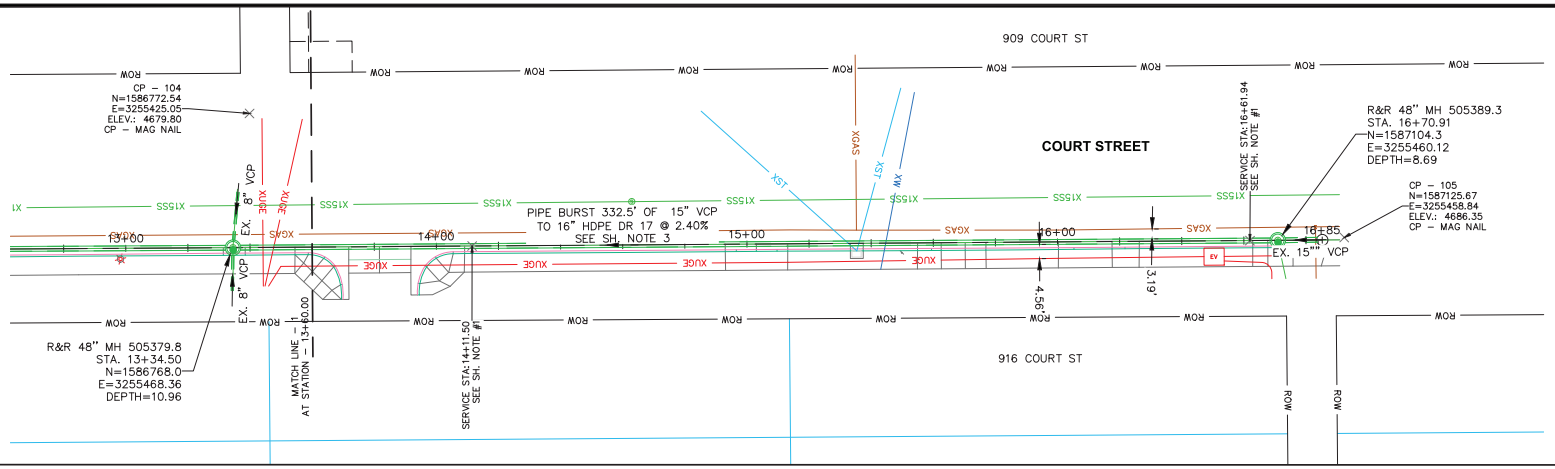

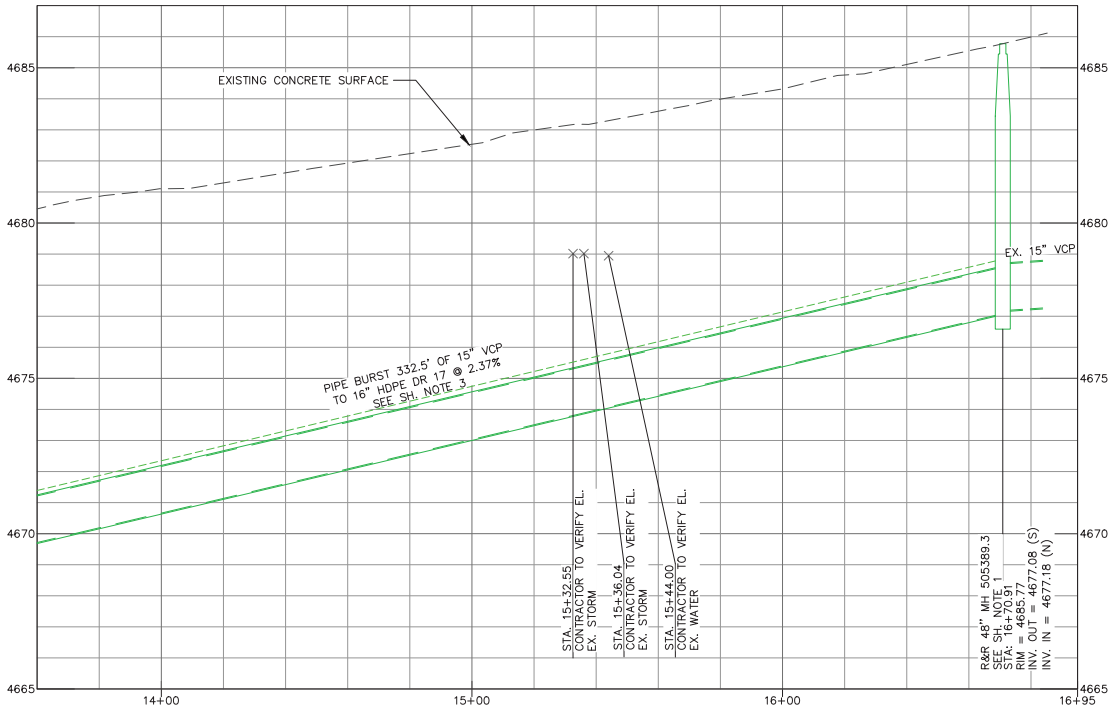

SHEET NOTES:

1. MANHOLE INVERTS TO REMAIN AS EXISTING TO ACCOMMODATE PIPE BURSTING ACTIVITIES.
2. CONTRACTOR TO VERIFY ALL EXISTING SERVICE CONNECTIONS BY LATERAL LAUNCHING EACH SERVICE. ONLY SERVICES THAT ARE ACTIVE SHALL BE REINSTATED.
3. PAYMENT SHALL INCLUDE ALL ITEMS REQUIRED TO PIPE BURST THE PIPE SEGMENT SHOWN ON THE PLANS AND RESTORE TO ORIGINAL CONDITION, INCLUDING BUT NOT LIMITED TO EXCAVATION OF BORE PIT, HDPE PIPE, FUSING, FLOWFILL, ASPHALT, CURB AND GUTTER, SIDEWALK, ETC.

SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #3 - W 8th ST AND COURT ST		
25	Pipe Burst 15" VCP	684	LF
26	Reinstate Sanitary Sewer Service	2	EA
27	Lateral Launch Service	2	EA
28	Remove and Replace 48" Manhole	3	EA
29	Install Tracer Wire	1	LS
30	Mobilization	1	LS
31	Bypass Pumping	1	LS
32	Traffic Control	1	LS

COLORADO 811 KNOW WHAT'S BELOW. CALL BEFORE YOU DIG.

REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H):	1" = 40'
SCALE (V):	1" = 4'
DESIGNED BY:	S.M.
CHECKED BY:	M.T.
APPROVED BY:	S.M.
DATE:	3/25/24

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #3 cont.
W 8TH STREET AND COURT STREET

PAGE NO.
13 OF 16

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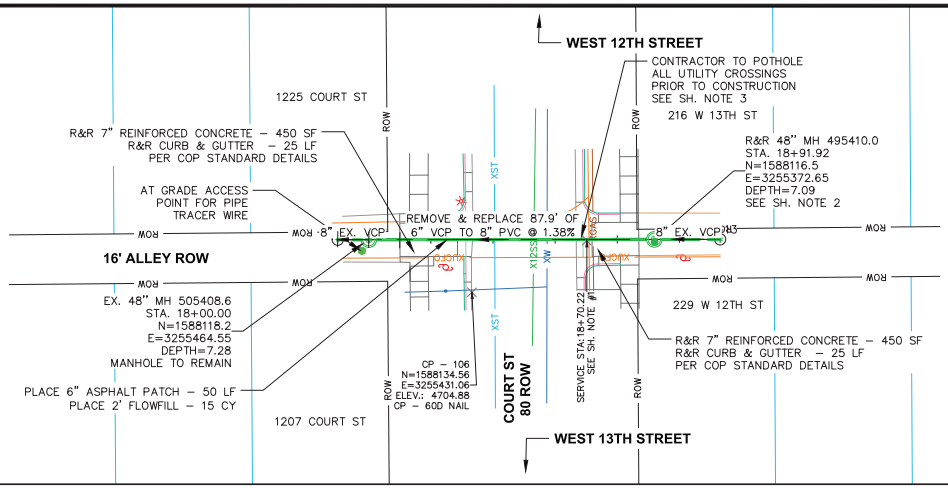
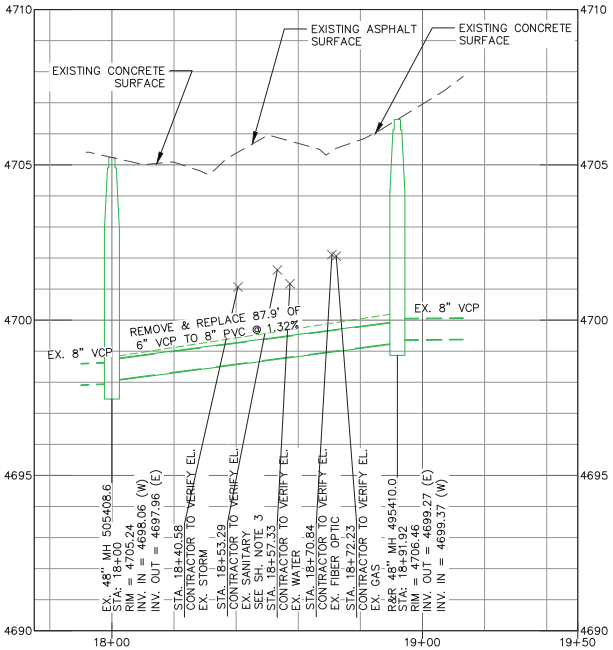
SUMMARY OF QUANTITIES			
No.	Item Description	Qty.	Unit
	Site #4 - W 13th ST AND COURT ST		
33	Remove and Replace 6" VCP To 8" PVC	88	LF
34	Reinstate Sanitary Sewer Service	1	EA
35	Lateral Launch Service	1	EA
36	Remove and Replace 48" Manhole	2	EA
37	Remove and Replace 7" Reinforced Concrete	900	SF
38	Remove and Replace Curb and Gutter	50	LF
39	Place 6" Asphalt Patch	50	LF
40	Place 2' Flowfill	15	CY
41	Install Tracer Wire	1	LS
42	Mobilization	1	LS
43	Bypass Pumping	1	LS
44	Traffic Control	1	LS

SHEET NOTES:
1. CONTRACTOR TO VERIFY ALL EXISTING SERVICE CONNECTIONS BY LATERAL LAUNCHING EACH SERVICE. ONLY SERVICES THAT ARE ACTIVE SHALL BE REINSTATED.
2. COST TO REPLACE GRAVEL WHILE INSTALLING MH 495410.0 SHALL BE INCIDENTAL TO THE BID ITEM.
3. CONTRACTOR TO POTHOLE ALL UTILITIES TO DETERMINE IF PROPOSED 8" MAIN CAN CONNECT TO EX. 12" SANITARY SEWER MAIN. COST OF POTHOLING SHALL BE INCIDENTAL TO PROJECT.





REVISIONS	BY	DATE	APPROVAL

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 40'
SCALE (V): 1" = 4'
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #4
W 13TH STREET AND COURT STREET

PAGE NO.
14 OF 16

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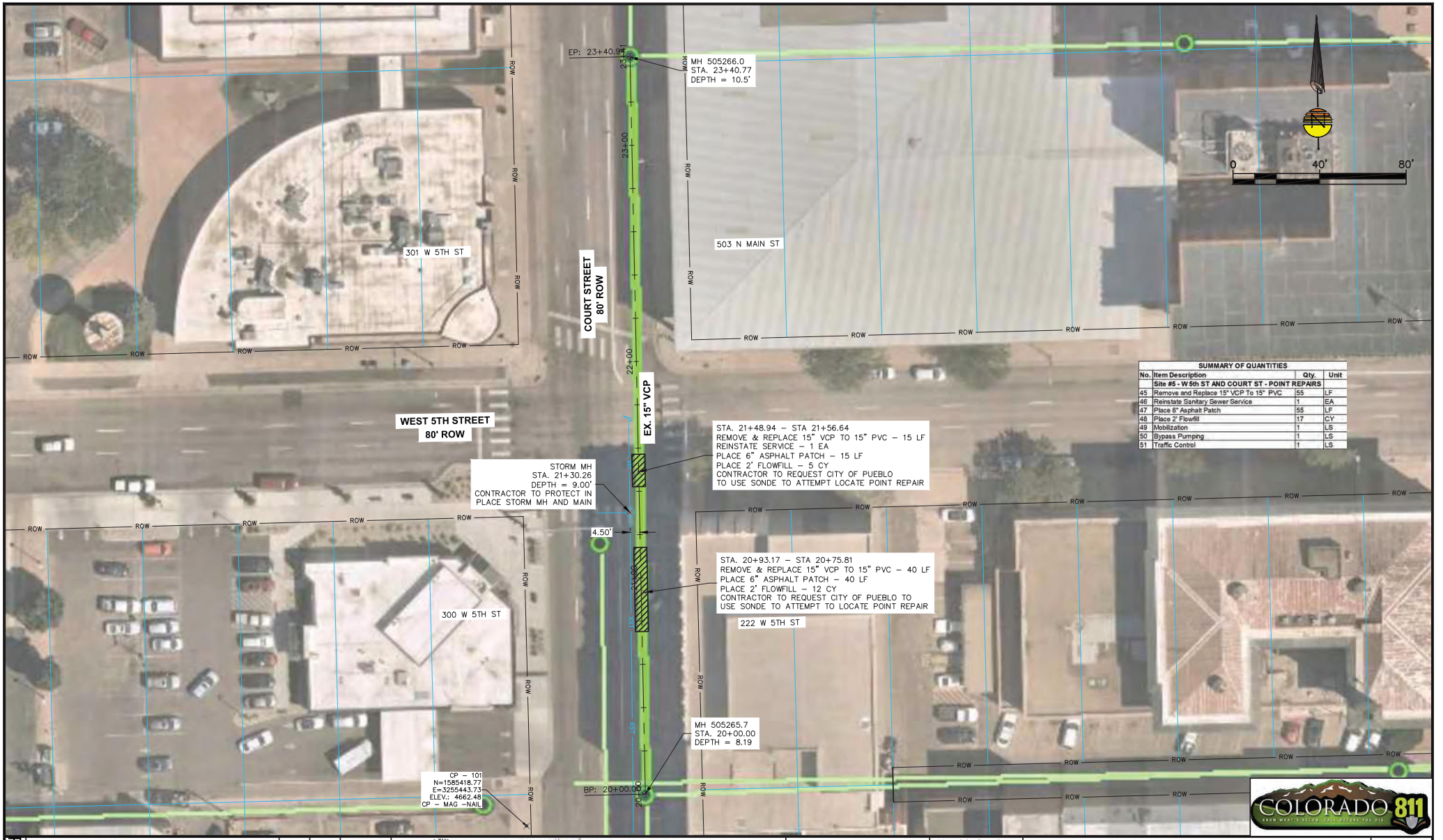

SUMMARY OF QUANTITIES			
No.	Item Description	Qty.	Unit
	Site #5 - W 5th ST AND COURT ST - POINT REPAIRS		
45	Remove and Replace 15" VCP To 15" PVC	55	LF
46	Reinstate Sanitary Sewer Service	1	EA
47	Place 6" Asphalt Patch	55	LF
48	Place 2' Flowfill	17	CY
49	Mobilization	1	LS
50	Bypass Pumping	1	LS
51	Traffic Control	1	LS

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 40'
SCALE (V): 1" = N/A
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #5
W 5TH STREET AND COURT STREET - POINT REPAIRS

PAGE NO.
15 OF 16

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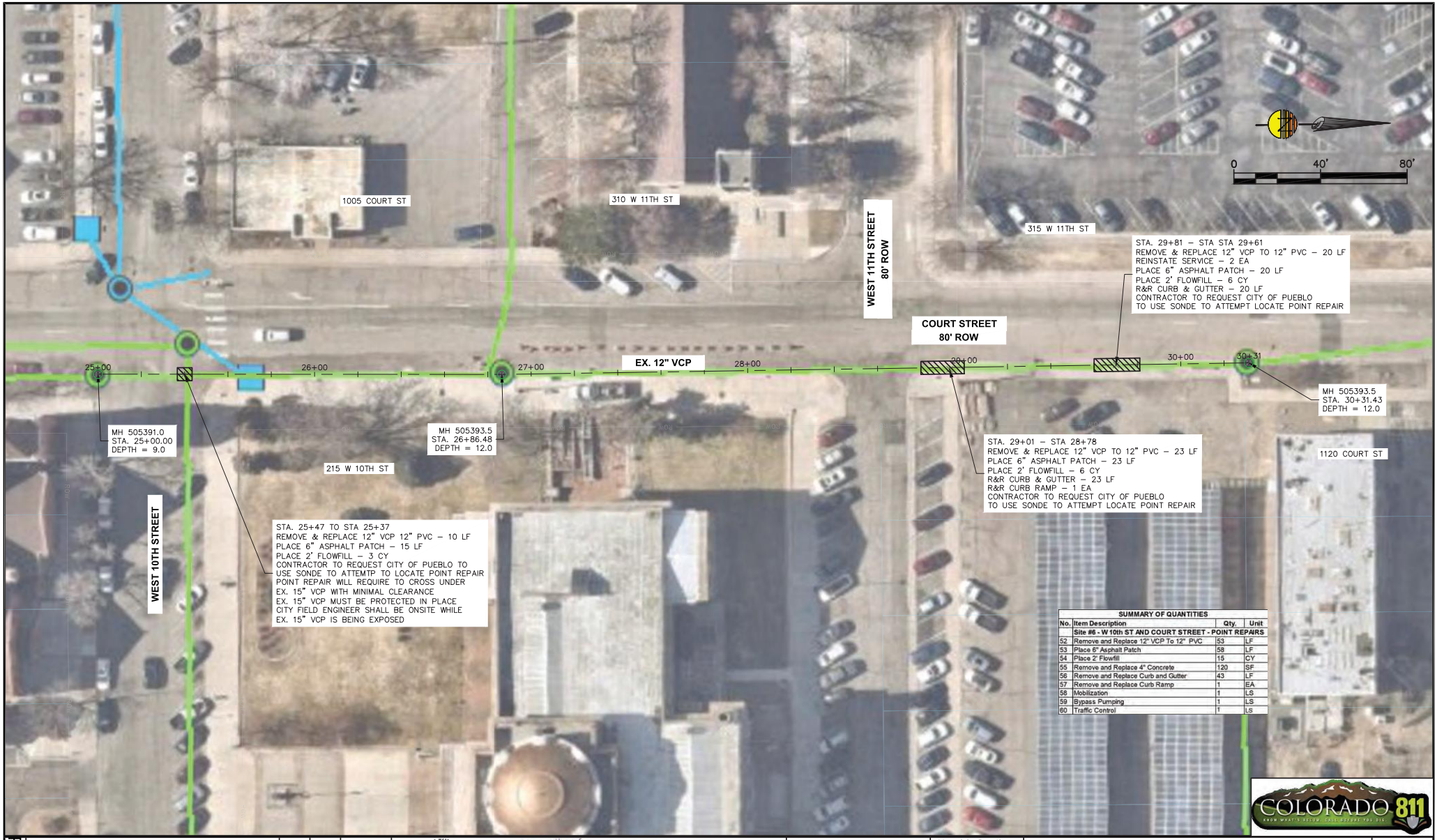

SUMMARY OF QUANTITIES

No.	Item Description	Qty.	Unit
	Site #6 - W 10th ST AND COURT STREET - POINT REPAIRS		
52	Remove and Replace 12" VCP To 12" PVC	53	LF
53	Place 6" Asphalt Patch	58	LF
54	Place 2' Flowfill	15	CY
55	Remove and Replace 4" Concrete	120	SF
56	Remove and Replace Curb and Gutter	43	LF
57	Remove and Replace Curb Ramp	1	EA
58	Mobilization	1	LS
59	Bypass Pumping	1	LS
60	Traffic Control	1	LS

NO.	REVISIONS	BY	DATE	APPROVAL

city of PUEBLO colorado

WASTEWATER DEPARTMENT
ENGINEERING DIVISION
1300 S. QUEENS AVE. PUEBLO, CO 81001
(719) 553-2898 PHONE
(719) 553-2957 FAX

SCALE (H): 1" = 40'
SCALE (V): 1" = N/A
DESIGNED BY: S.M.
CHECKED BY: M.T.
APPROVED BY: S.M.
DATE: 3/25/24

PROJECT #24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT
SITE #6
W 10TH TO W11TH STREET AND COURT STREET - POINT REPAIRS

PAGE NO.
16 OF 16

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24-057 (WWAN01)
2024 COURT STREET SANTIARY SEWER REHABILITAITON PROJECT
SANITARY SEWER SYSTEM AROUND 4TH STREET EXHIBIT

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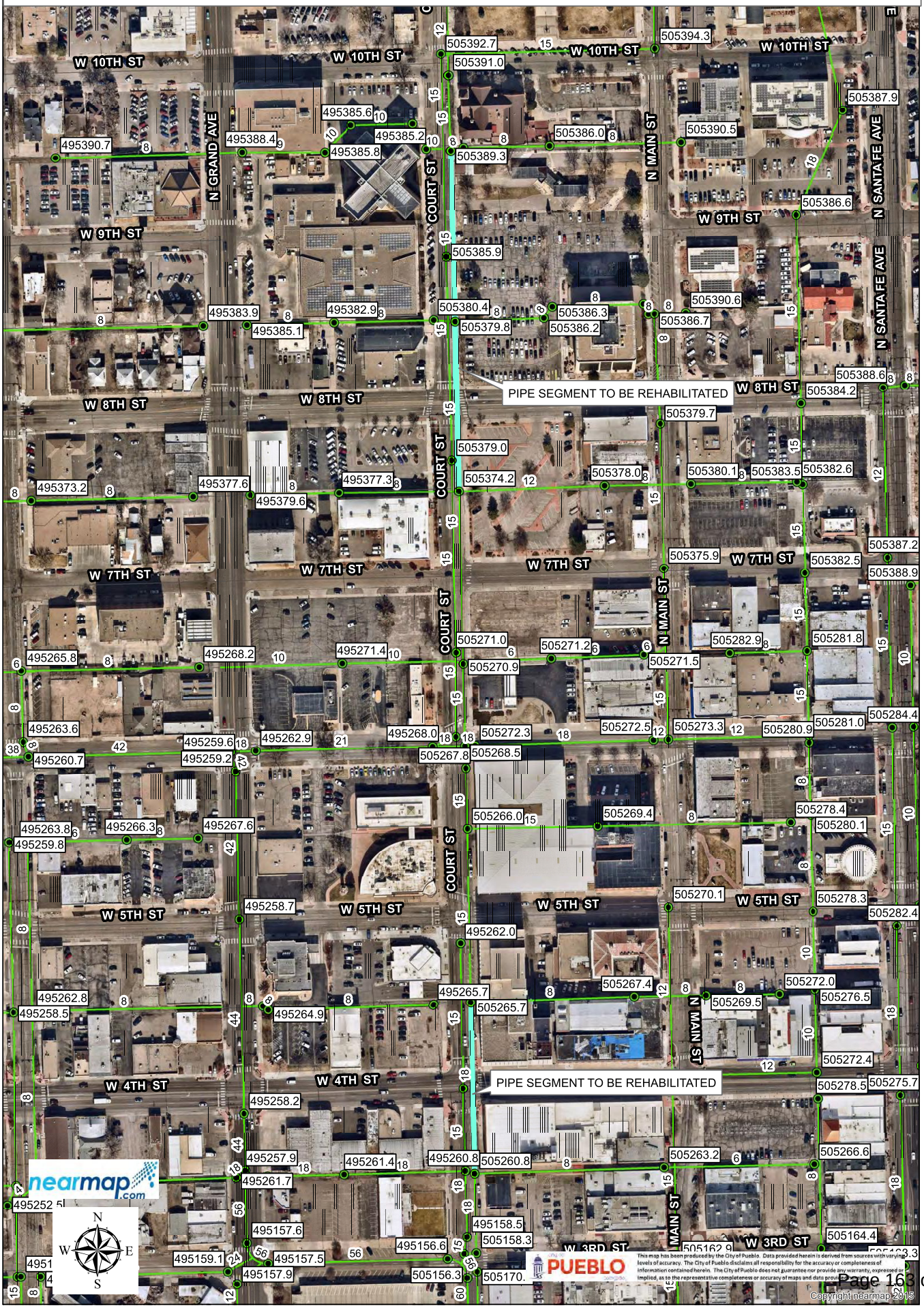
24-057 (WWAN01)
2024 COURT STREET SANITARY SEWER REHABILIATION PROJECT
SANITARY SEWER SYSTEM AROUND PIPE BURSTING SITES



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ADDITIONAL INFORMATION

Affirmative Action Program (Confidential Document – On file at Purchasing Department)

Insurance Certificate(s)

Certificate of Good Standing

Regional Building License Information

System for Award Management (SAM) Information

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/15/2024

4/1/2025

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

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

PRODUCER Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** Zurich American Insurance Company — 16535
INSURED 1519573 Miller Pipeline, LLC 421 E Industrial Blvd Pueblo West CO 81007	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 20570951 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X ContractualLiability X XCU GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC X OTHER: SIR:$2,000,000	Y	Y	GLO-1497589-01	4/1/2024	4/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	BAP-1497588-01	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC-1497591-01	4/1/2024	4/1/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.

RE: Bid 24-057 2024 Court Street Sanitary Sewer Rehabilitation Project

The City of Pueblo, its agents, officers, and employees are included as Additional Insureds with respect to General Liability, and Automobile Liability as required by written contract. Wavier of Subrogation applies in favor of the Additional Insureds with respect to the General Liability, Automobile Liability, and Workers Compensation as required by written contract. Thirty Day (30) Notice of Cancellation, expect Ten Day (10) Notice of Cancellation for Non-Payment of Premium, applies to the certificate holder.

CERTIFICATE HOLDER

20570951
City of Pueblo, A Municipal Corporation
230 S. Mechanic St
Pueblo, CO 81003

CANCELLATION See Attachments

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

AUTHORIZED REPRESENTATIVE

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP-1497588-01	Zurich American Insurance Company	4/1/2024	4/1/2025			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY WC 99 06 43

BLANKET NOTIFICATION TO OTHERS OF CANCELLATION OR NONRENEWAL

ENDORSEMENT This endorsement adds the following to Part Six of the policy.

PART SIX
CONDITIONS

Blanket Notification to Others of Cancellation or Nonrenewal

1. If we cancel or non-renew this policy by written notice to you, we will mail or deliver notification that such policy has been cancelled or non-renewed to each person or organization shown in a list provided to us by you if you are required by written contract or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to you. Such list:
   a. Must be provided to us prior to cancellation or non-renewal;
   b. Must contain the names and addresses of only the persons or organizations requiring notification that such policy has been cancelled or non-renewed; and
   c. Must be in an electronic format that is acceptable to us.
2. Our notification as described in Paragraph 1. above will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to you. We will mail or deliver such notification to each person or organization shown in the list:
   a. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
   b. At least 30 days prior to the effective date of:
      (1) Cancellation, if cancelled for any reason other than nonpayment of premium; or
      (2) Non-renewal, but not including conditional notice of renewal.
3. Our mailing or delivery of notification described in Paragraphs 1. and 2. above is intended as a courtesy only. Our failure to provide such mailing or delivery will not:
   a. Extend the policy cancellation or non-renewal date;
   b. Negate the cancellation or non-renewal; or
   c. Provide any additional insurance that would not have been provided in the absence of this endorsement.
4. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs 1. and 2. above.

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 4/1/2024	Policy No. WC-1497591-01	Endorsement No.
Insured Miller Pipeline, LLC		Premium $

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Blanket Notification to Others of Cancellation or Non-Renewal

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO-1497589-01	4/1/2024	4/1/2025				

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel or non-renew this Coverage Part by written notice to the first Named Insured, we will mail or deliver notification that such Coverage Part has been cancelled or non-renewed to each person or organization shown in a list provided to us by the first Named Insured if you are required by written contact or written agreement to provide such notification. However, such notification will not be mailed or delivered if a conditional notice of renewal has been sent to the first Named Insured. Such list:

1. Must be provided to us prior to cancellation or non-renewal;
2. Must contain the names and addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled or non-renewed; and
3. Must be in an electronic format that is acceptable to us.

B. Our notification as described in Paragraph **A.** of this endorsement will be based on the most recent list in our records as of the date the notice of cancellation or non-renewal is mailed or delivered to the first Named Insured. We will mail or deliver such notification to each person or organization shown in the list:

1. Within seven days of the effective date of the notice of cancellation, if we cancel for non-payment of premium; or
2. At least 30 days prior to the effective date of:
   a. Cancellation, if cancelled for any reason other than nonpayment of premium; or
   b. Non-renewal, but not including conditional notice of renewal.

C. Our mailing or delivery of notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such mailing or delivery will not:

1. Extend the Coverage Part cancellation or non-renewal date;
2. Negate the cancellation or non-renewal; or
3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

D. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the list provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms and conditions of this policy remain unchanged.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No GLO-1497589-01	Effective Date: 4/1/2024

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured under a written contract or written agreement executed by you, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" and subject to the following:

1. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (10/01 edition); or

b. The ISO CG 20 37 (10/01 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" arises out of:

(1) Your ongoing operations, with respect to Paragraph **1.a.** above; or

(2) "Your work", with respect to Paragraph **1.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **1.**, insurance afforded to such additional insured:

(a) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(b) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

2. If such written contract or written agreement specifically requires that you provide that the person or organization be named as an additional insured under one or both of the following endorsements:

a. The Insurance Services Office (ISO) ISO CG 20 10 (07/04 edition); or

b. The ISO CG 20 37 (07/04 edition),

such person or organization is then an additional insured with respect to such endorsement(s), but only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

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in the performance of:

(a) Your ongoing operations, with respect to Paragraph **2.a.** above; or

(b) "Your work" and included in the "products-completed operations hazard", with respect to Paragraph **2.b.** above,

which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **2.**, insurance afforded to such additional insured:

(i) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

(ii) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

3. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 10 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to ongoing operations (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury", "property damage" or "personal and advertising injury" is caused, in whole or in part by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations, which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **3.**, insurance afforded to such additional insured:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured; and

(c) Only applies if the "bodily injury", "property damage" or "personal and advertising injury" offense occurs during the policy period and subsequent to your execution of the written contract or written agreement.

4. If neither Paragraph **1.** nor Paragraph **2.** above apply and such written contract or written agreement requires that you provide that the person or organization be named as an additional insured:

a. Under the ISO CG 20 37 (04/13 edition, any subsequent edition or if no edition date is specified); or

b. With respect to the "products-completed operations hazard" (if no form is specified),

such person or organization is then an additional insured only to the extent that "bodily injury" or "property damage" is caused, in whole or in part by "your work" and included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, solely with respect to this Paragraph **4.**, insurance afforded to such additional insured:

(1) Only applies to the extent permitted by law;

(2) Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured;

(3) Only applies if the "bodily injury" or "property damage" occurs during the policy period and subsequent to your execution of the written contract or written agreement; and

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(4) Does not apply to "bodily injury" or "property damage" caused by "your work" and included within the "products-completed operations hazard" unless the written contract or written agreement specifically requires that you provide such coverage to such additional insured.

B. Solely with respect to the insurance afforded to any additional insured referenced in Section **A.** of this endorsement, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

1. The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. Solely with respect to the coverage provided by this endorsement, the following is added to Paragraph **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

(1) We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

(2) We receive written notice of a claim or "suit" as soon as practicable; and

(3) A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. Solely with respect to the coverage provided by this endorsement:

1. The following is added to the **Other Insurance** Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the **Other Insurance** Condition under Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this Coverage Part by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

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F. Solely with respect to the insurance afforded to an additional insured under Paragraph **A.3.** or Paragraph **A.4.** of this endorsement, the following is added to Section **III – Limits Of Insurance**:

Additional Insured – Automatic – Owners, Lessees Or Contractors Limit

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Section **A.** of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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POLICY NUMBER: BAP-1497588-01

COMMERCIAL AUTO
CA 20 01 03 06

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR -- ADDITIONAL INSURED AND LOSS PAYEE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below

Named Insured: Artera Services, LLC

Endorsement Effective Date: 4/1/2024

Countersignature

Of Authorized Representative Name:

Title:

Signature:

Date:

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1
Attachment Code: D622449 Certificate ID: 20570951

SCHEDULE

Insurance Company: ZURICH AMERICAN INSURANCE COMPANY	
Policy Number: BAP-1497588-01	**Effective Date:** 4/1/2024
Expiration Date: 4/1/2025	
Named Insured: ARTERA SERVICES LLC	
Address: 3100 INTERSTATE N. CIRCLE, SE, SUITE 150 ATLANTA GA 30339	
Additional Insured (Lessor): ALL LESSORS **Address:** 3100 INTERSTATE N. CIRCLE SE, SUITE 150 ATLANTA, GA 30339	
Designation Or Description Of "Leased Autos": ALL LEASED AUTOS	

Coverages	Limit Of Insurance
Liability	Each "Accident"
Comprehensive	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Collision	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Specified Causes Of Loss	Actual Cash Value Or Cost Of Repair Whichever Is Less, Minus Deductible For Each Covered "Leased Auto"
Information required to complete this Schedule, if not shown above, will be shown in the Declarations	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow

2. For a "leased auto" designated or described in the Schedule, Who Is An Insured is changed to include as an "insured" the lessor named in the Schedule However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:

   a. You;

   b. Any of your "employees" or agents; or

   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above

3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto"
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part
3. If we make any payment to the lessor, we will obtain his or her rights against any other party

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition
2. If you cancel the policy, we will mail notice to the lessor
3. Cancellation ends this agreement

A. The lessor is not liable for payment of your premiums

B. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor

POLICY NUMBER: BAP-1497588-01 **COMMERCIAL AUTO**

POLICY EFF DATE: 4/1/2024 **CA 20 48 10 13**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Artera Services, LLC

Endorsement Effective Date:4/1/2024

SCHEDULE

Name Of Person(s) Or Organization(s): Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to los, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Attachment Code: D622456 Certificate ID: 20570951

POLICY NUMBER: **BAP-1497588-01**

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Artera Services, LLC

Endorsement Effective Date: 4/1/2024

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization with whom you have agreed, through written contract, agreement or permit, executed prior to the loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 00 03 13**

(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU AND FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. **{The information below is required only when this endorsement is issued subsequent to preparation of the policy.)**

Endorsement Effective 4/1/2024 Policy No. [WC-1497591-01 Endorsement No.

Insured: Miller Pipeline, LLC Premium $ INCL.

Insurance Company Zurich American Insurance Company

Countersigned By

WC 00 03 13
(Ed. 4-84)

1983 National Council on Compensation Insurance.

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1
Attachment Code: D622469 Certificate ID: 20570951

DocuSign Envelope ID: 44D0B2F2-5361-4028-A64D-EA7D283243B1

Waiver Of Subrogation (Blanket) Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
GLO-1497589-01	4/1/2024	4/1/2025		34937000	$ **INCL**	$

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

Miller Pipeline, LLC

is an entity formed or registered under the law of Indiana , 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 19951120789 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 04/29/2024 that have been posted, and by documents delivered to this office electronically through 04/30/2024 @ 10:50:53 .

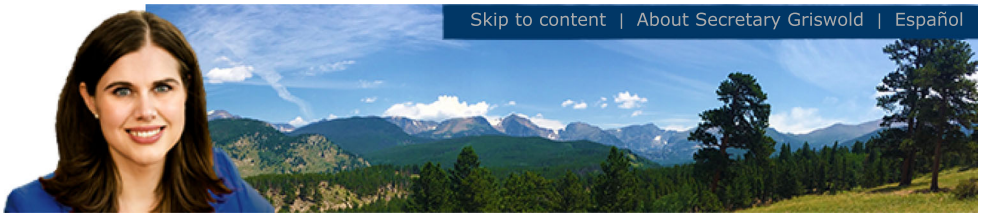
I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 04/30/2024 @ 10:50:53 in accordance with applicable law. This certificate is assigned Confirmation Number 15994037 .

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."



For this Record...
Filing history and documents
Get a certificate of good standing
File a form
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	Miller Pipeline, LLC		
Status	Good Standing	**Formation date**	10/02/1995
ID number	19951120789	**Form**	Foreign Limited Liability Company
Periodic report month	October	**Jurisdiction**	Indiana
Principal office street address	8850 Crawfordsville Rd, Indianapolis, IN 46234, US		
Principal office mailing address	3100 Interstate North Cir SE Ste 300, Atlanta, GA 30339, US		

Registered Agent	
Name	Corporation Service Company
Street address	421 E. Industrial Blvd, Pueblo West, CO 81007, United States
Mailing address	421 E. Industrial Blvd, Pueblo West, CO 81007, United States

Filing history and documents

Get a certificate of good standing

Get certified copies of documents

File a form

Set up secure business filing

Subscribe to email notification

Unsubscribe from email notification

Subscribe to text notification

Unsubscribe from text notification

Back

Terms & conditions | Accessibility statement | Browser compatibility

New codes have been adopted as of 06/29/2023. Please click here to view current codes.

REGIONAL BUILDING DEPARTMENT
830 N Main St • Pueblo, CO 81003
VOICE: 719-543-0002 • FAX: 719-543-0062

Contractor Details

PRBD License ID	0001569
Company Name	MILLER PIPELINE, LLC
Doing Business As	
Examinee	RAY SWERDFEGER
Address	421 E. INDUSTRIAL BLVD. PUEBLO , CO 81007
Phone	547-0242
Licenses	A00 - Commercial Unlimited M16 - Gas Work P02 - Utility Contractor
Liability Ins.	04/01/2024
Workman's Comp Ins.	04/01/2024
Expiration Date	12/31/2024

New Search

Office Hours: Monday-Friday 7:30 AM to 4:30 PM
Closed Holidays:*Thanksgiving + Friday after, 12/22 for Christmas Eve, Christmas Day, New Years Day, Memorial Day, July 4th, Labor Day*

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SAM.GOV

MILLER PIPELINE, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
TC7KSUX35VC6	**03WQ1**	**Federal Assistance Awards Only**
Registration Status	Expiration Date	
Active Registration	**Apr 19, 2025**	
Physical Address	Mailing Address	
8850 Crawdsville RD **Indianapolis, Indiana 46234** **United States**	**PO Box 34141** **Indianapolis, Indiana 46234-0141** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Miller Pipeline Llc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Indiana 07	**Indiana / United States**	**www.millerpipeline.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Apr 23, 2024	**Apr 19, 2024**	**Nov 5, 2001**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Jul 19, 1995	**Dec 31**

Immediate Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Highest Level Owner

CAGE	Legal Business Name
(blank)	**(blank)**

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
Corporate Entity (Not Tax Exempt)	**Business or Organization**	**Limited Liability Company**
Profit Structure		
For Profit Organization		

Socio-Economic Types

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

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	**No**
EFT Indicator	CAGE Code
0000	**03WQ1**

Points of Contact

Electronic Business

Jeff Sheffield, Controller	**8850 Crawfordsville Road** **Indianapolis, Indiana 46234** **United States**
Angela Zellers	8850 Crawfordsville Road Indianapolis, Indiana 46234 United States

Government Business

Jeff Sutcliffe, CFO	**8850 Crawfordsville Road** **Indianapolis, Indiana 46234** **United States**
EMY Belich	8850 Crawfordsville Road Indianapolis, Indiana 46234 United States

Past Performance

Denver Water Devin Shable	**1600 West 12TH AVE** **Denver, Colorado 80204** **United States**
Hillsborough Co., FL Jim Hunsberger	925 E. Twiggs ST Tampa, Florida 33602 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title

Disaster Response

This entity does not appear in the disaster response registry.

DocuSign

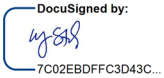
Certificate Of Completion

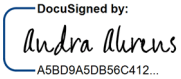
Envelope Id: 44D0B2F253614028A64DEA7D283243B1
Status: Completed
Subject: Complete with DocuSign: 24-057 Contract Documents Miller Pipeline - 2024 Court St Sanitary Sewe...
Source Envelope:
Document Pages: 157
Signatures: 5
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Purchasing
230 S Mechanic
Pueblo, CO 81003
purchasing@pueblo.us
IP Address: 208.82.107.130

Record Tracking

Status: Original
5/16/2024 6:31:18 PM
Holder: Purchasing
purchasing@pueblo.us
Location: DocuSign

Signer Events	Signature	Timestamp
Naomi Hedden nchedden@pueblo.us Director of Purchasing City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by: 663514DB28C0490... Signature Adoption: Uploaded Signature Image Using IP Address: 208.82.107.130	Sent: 5/16/2024 6:39:32 PM Viewed: 5/17/2024 9:13:41 AM Signed: 5/17/2024 9:14:00 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Marisa Stoller mstoller@pueblo.us City Clerk City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by:  7C02EBDFFC3D43C... Signature Adoption: Uploaded Signature Image Using IP Address: 208.82.107.130 Signed using mobile	Sent: 5/17/2024 9:14:06 AM Viewed: 5/18/2024 10:20:04 AM Signed: 5/18/2024 10:24:49 AM
Electronic Record and Signature Disclosure: Accepted: 12/3/2021 2:21:37 PM ID: d4b20520-f52e-4781-a288-ed72c1cbf692		
Alexandria Romero aromero@pueblo.us Security Level: Email, Account Authentication (None)	DocuSigned by: CAE4752363A94D6... Signature Adoption: Uploaded Signature Image Using IP Address: 208.82.107.130	Sent: 5/18/2024 10:24:55 AM Viewed: 5/21/2024 3:56:13 PM Signed: 5/21/2024 3:56:20 PM
Electronic Record and Signature Disclosure: Accepted: 10/13/2022 2:52:37 PM ID: 193e356e-f58c-4b78-9125-7570ede65814		
David Wyatt dwyatt@pueblo.us Assistant City Attorney City of Pueblo Security Level: Email, Account Authentication (None)	DocuSigned by: 714C62EACB8D49E... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 5/21/2024 3:56:27 PM Viewed: 5/22/2024 8:26:39 AM Signed: 5/22/2024 8:27:44 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Signer Events	Signature	Timestamp
Deborah Rivera drivera@pueblo.us Purchasing Contract Coordinator City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	**Completed** Using IP Address: 208.82.107.130	Sent: 5/22/2024 8:27:49 AM Viewed: 5/30/2024 11:04:14 AM Signed: 5/30/2024 11:04:44 AM
Andra Ahrens aahrens@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 3/30/2022 5:15:13 PM ID: 82bbd56c-781f-48b4-a955-dc1a80c26ee9	DocuSigned by:  A5BD9A5DB56C412... Signature Adoption: Pre-selected Style Using IP Address: 208.82.107.130	Sent: 5/30/2024 11:04:50 AM Viewed: 5/30/2024 11:09:21 AM Signed: 5/30/2024 11:09:46 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Christina Garcia christinagarcia@pueblo.us City of Pueblo Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/30/2024 11:09:51 AM Viewed: 5/30/2024 11:11:53 AM
Clyde Bishop cbishop@pueblo.us Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 5/30/2024 11:09:51 AM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/16/2024 6:39:32 PM
Certified Delivered	Security Checked	5/30/2024 11:09:21 AM
Signing Complete	Security Checked	5/30/2024 11:09:46 AM
Completed	Security Checked	5/30/2024 11:09:52 AM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

AMENDMENT NO. 2 TO
CONSTRUCTION CONTRACT

This Amendment No. 2 to a construction contract ("Amendment") is executed to be effective as of July 29, 2025, by and between the City of Pueblo, a Colorado Municipal Corporation ("City") and Miller Pipeline, LLC, an Indiana Company authorized to do business in the State of Colorado ("Contractor").

WHEREAS, City and Contractor entered into that certain construction contract dated May 14, 2024, for Project 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project, 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 final invoice and supporting documentation for additional work attached hereto, and labelled Exhibit 1, is hereby accepted and approved. The Construction Agreement is amended to incorporate all additional work to be performed as contemplated by and at the prices set forth on the invoice. Contractor shall perform all such work subject to and consistent with all requirements and provisions of the Construction Agreement. Contractor shall perform all acts necessary or required as a result of this Amendment, including, but not limited to, furnishing Performance and Payment Bonds in compliance with Section 5.20 of the Invitation for Bid. The Performance and Payment Bonds shall be in the total amount of $1,644,318.52, which amount includes the original contract amount of $1,115,764.00, Amendment No. 1 in the amount of $505,943.17, and the additional contract amount of $22,611.35 contemplated by the additional work to be performed under this Amendment. The time for completion of all work under the Construction Agreement including the additional work to be performed under this Amendment shall not be increased.

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

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

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

MILLER PIPELINE, LLC

By _____
Raymond Swerdfeger, Vice President

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By _____
Naomi Hedden, Director of Purchasing

ATTEST:

_____
Marisa Stoller, City Clerk

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM DEPARTMENT OF LAW:

_____
Robert P. Jagger, Deputy City Attorney

EXHIBIT 1

Miller Pipeline, LLC Invoice and Supporting Documentation (29 Pages)

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

City Clerk's Office Item # M2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 2 IN THE AMOUNT OF $22,611.35 TO MILLER PIPELINE, LLC., FOR PROJECT NO. 24-057 (WWAN01) 2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

SUMMARY:

This Resolution approves Contract Amendment No. 2 in the amount of $22,611.35 to Miller Pipeline, LLC., for Project 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project.

PREVIOUS COUNCIL ACTION:

Resolution 15636, dated May 13, 2024, awarded a Construction Contract, in the amount of $1,115,764, to Miller Pipeline, LLC., and set forth $223,153 for contingencies and additional work, for Project No. 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project.

Resolution 15986, dated May 12, 2025, approved Amendment No. 1, in the amount of $505,943.17 to Miller Pipeline, LLC., for Project No. 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project.

BACKGROUND:

The original project, awarded to Miller Pipeline, LLC., consisted of rehabilitating sanitary sewer mains and manholes prior to the Court Street asphalt mill and overlay project. Contract Amendment No. 2 reflects the cost to replace the additional surface improvements required due to back-to-back storm events throughout the seven sites and additional flow fill necessary to protect the trench due to the unknown locations of the dry utilities throughout the seven sites. The cost of the additional work exceeds the threshold for administrative approval of a change order and a contract amendment will be required to award and complete the additional work.

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

This Resolution approves an amendment to increase the contract award amount previously awarded to Miller Pipeline, LLC.

FINANCIAL IMPLICATIONS:

Funding in the amount of $22,611.35 will be paid from Sewer User Fund.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Alternative No. 1 – No Action

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 07-14-25 24-057 2024 Court St Sanitary Sewer Rehab Project - Amendment No 1
2. 07-14-25 24-057 2024 Court St Sanitary Sewer Rehab Project Amendment No 2-Contract Documents ML
3. 07-28-25 24-057 2024 Court St Sanitary Sewer Rehab Project - Amendment No 2

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

RESOLUTION NO.16062

A RESOLUTION APPROVING CONTRACT AMENDMENT NO. 2 IN THE AMOUNT OF $22,611.35 TO MILLER PIPELINE, LLC., FOR PROJECT NO. 24-057 (WWAN01) 2024 COURT STREET SANITARY SEWER REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME.

WHEREAS, a Construction Contract was awarded to Miller Pipeline, LLC., under Contract Number 24-057; and

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Contract Amendment No. 2 to the Construction Contract for Project No. 24-057 (WWAN01) 2024 Court Street Sanitary Sewer Rehabilitation Project, in the amount of $22,611.35, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment.

SECTION 2.

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

SECTION 3.

Funds in the amount of $22,611.35 Project 24-057 shall be from Sewer User Fund.

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 28, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4F51823AB482...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by: 7C02EBDFEC3D43C...
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: **Colorado State Fair 1001 Beulah Ave.; Pueblo, CO 81004 719-924-0061**
2. Permitted Area: Small Avenue between Scranton Avenue and Euclid Avenue
3. Purpose of Revocable Permit: Closure of the permitted area to vehicular traffic
4. Commencement Date: **August 23, 2025** Time: **6:00 am**
5. Ending Date: **August 23, 2025** Time: **6:00 pm**

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 14 day of July, 2025.

PERMITTEE:

Organization or Individual: Colorado State Fair

By: Callie Masas

Title: Sponsorship Manager

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 14 day of July, 2025 by Deniece Armijo Callie Masas as _____.

My commission expires: 4/14/28.

DENIECE JUNE ARMIJO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204013697
MY COMMISSION EXPIRES APRIL 14, 2028

Deniece Armijo

Notary Public

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

City Clerk's Office Item # M3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 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-25-13) TO THE COLORADO STATE FAIR FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE BETWEEN SCRANTON AVENUE AND EUCLID AVENUE FOR THE PURPOSE OF CLOSURE OF THE PERMITTED AREA TO VEHICULAR TRAFFIC

SUMMARY:

Attached is a draft Revocable Permit (REV-25-13) submitted by the Colorado State Fair for the closure of Small Avenue between Scranton Avenue and Euclid Avenue on Saturday, August 23, 2025, between 6:00 a.m. and 6:00 p.m.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado State Fair has submitted an application for a Revocable Permit (REV-25-13) for the use of the public right-of-way along Small Avenue between Scranton Avenue and Euclid Avenue for the purpose of closure of the permitted area to vehicular traffic to facilitate the annual Colorado State Fair Parade on August 23, 2025, from 6:00 a.m. to 6:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from exclusive use of the right-of-way.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-13

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

RESOLUTION NO.16063

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-13) TO THE COLORADO STATE FAIR FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE BETWEEN SCRANTON AVENUE AND EUCLID AVENUE FOR THE PURPOSE OF CLOSURE OF THE PERMITTED AREA TO VEHICULAR TRAFFIC

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-13) is authorized to be issued to the Colorado State Fair for the use of the right-of-way along Small Avenue between Scranton Avenue and Euclid Avenue for the purpose of closure of the permitted area to vehicular traffic on August 23, 2025, from 6:00 a.m. to 6:00 p.m.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 28, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

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

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

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Colorado State Fair 1001 Beulah Ave.; Pueblo, CO 81004 719-404-2013**
2. Permitted Area: Small Avenue between Scranton Avenue and Euclid Avenue
3. Purpose of Revocable Permit: Closure of the permitted area to vehicular traffic
4. Commencement Date: **August 30, 2025** Time: **6:00 am**
5. Ending Date: **August 30, 2025** Time: **6:00 pm**

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 14 day of July, 2025.

PERMITTEE:

Organization or Individual: Colorado State Fair

By: Callie Masar

Title: Sponsorship Manager

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 14 day of July, 2025 by ~~Deniece Armijo~~ Callie Masar as _____.

My commission expires: 4/14/28.

DENIECE JUNE ARMIJO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20204013697
COMMISSION EXPIRES APRIL 14, 2028

Deniece Armijo

Notary Public

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

By _____

Heather Graham, Mayor

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

City Clerk's Office Item # M4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 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-25-14) TO THE COLORADO STATE FAIR FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE BETWEEN SCRANTON AVENUE AND EUCLID AVENUE FOR THE PURPOSE OF CLOSURE OF THE PERMITTED AREA TO VEHICULAR TRAFFIC

SUMMARY:

Attached is a draft Revocable Permit (REV-25-14) submitted by the Colorado State Fair for the closure of Small Avenue between Scranton Avenue and Euclid Avenue on Saturday, August 30, 2025, between 6:00 a.m. and 6:00 p.m.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Colorado State Fair has submitted an application for a Revocable Permit (REV-25-14) for the use of the public right-of-way along Small Avenue between Scranton Avenue and Euclid Avenue for the purpose of closure of the permitted area to vehicular traffic on August 30, 2025, from 6:00 a.m. to 6:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from exclusive use of the right-of-way.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-14

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

RESOLUTION NO.16064

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-14) TO THE COLORADO STATE FAIR FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG SMALL AVENUE BETWEEN SCRANTON AVENUE AND EUCLID AVENUE FOR THE PURPOSE OF CLOSURE OF THE PERMITTED AREA TO VEHICULAR TRAFFIC

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-14) is authorized to be issued to the Colorado State Fair for the use of the right-of-way along Small Avenue between Scranton Avenue and Euclid Avenue for the purpose of closure of the permitted area to vehicular traffic on August 30, 2025, from 6:00 a.m. to 6:00 p.m.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 28, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02ERDFEC3D43C...
CITY CLERK

U.S. Department
of Transportation
Federal Aviation
Administration

REVOCABLE RIGHT OF ENTRY PERMIT

Between

THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

And

THE CITY OF PUEBLO, CO

Right of Entry No. 690EG4-25-H-00016
Description: Site 1: Approximately 10 acres of land for the future Pueblo Memorial Airport Traffic Control Tower, Pueblo, CO (PUB) ATCT

This revocable Right-of-Entry Permit, hereinafter "ROE," made and entered into this date by THE CITY OF PUEBLO, CO (hereinafter referred to as the Grantor or "Airport") and the United States of America, and the Federal Aviation Administration (hereinafter referred to as the FAA or Grantee).

WITNESSETH:

WHEREAS, the Airport is the owner of the above-referenced land, hereinafter referred to as the Premises; and

WHEREAS, the use of the demised premises is for airport purposes; and

WHEREAS, the Grantee has requested the use of the Premises for the purpose(s) of construction of the Airport Traffic Control Tower; and

WHEREAS, it has been determined by the Airport that the Grantee's use of the Premises will not interfere with, or adversely impact the Airport's mission, and has also determined that the use by the Grantee for the purpose(s) described herein is in the best interest of the Airport and the FAA.

THEREFORE, this ROE is granted subject to the following terms and conditions:

1. **TERM**: This ROE is effective from the date of execution by both parties for a period of 36 months unless extended via an amendment and ends with either the expiration of the ROE or transfer of the demised premises via an accepted conveyance document or a new lease is executed and is mutually revocable by either THE CITY OF PUEBLO, CO or FAA by giving at least a one-hundred eighty-day (180) day notice in writing.

2. **DESCRIPTION OF PROPERTY:** The Premises granted under this ROE are described as a piece of land designated as Site 6 as depicted in Exhibit "A" - ATCT Site Plan, the Construction Staging Area and Temporary Parking Area, attached hereto and made a part hereof.

3. **SUPERVISION:** The use and occupation of the Premises shall be subject to the general supervision and approval of the Airport, and to such direction, rules, requirements, and regulations as may be prescribed by the FAA.

4. **CONDITIONAL USE BY GRANTEE:** The exercise of the privileges herein granted shall be:
   a. without cost or expense to the FAA;
   b. subject to the right of the FAA to access, improve, use, or maintain the Premises at its sole and absolute discretion;
   c. non-exclusive; and
   d. Personal to the Grantee - this ROE and the interest therein granted may not be transferred or assigned, nor shall it transfer or otherwise convey to the Grantee's heirs or successors. This ROE shall be extinguished upon the occurrence of any of the following: (i) the fulfillment or completion of the purpose(s) for which this ROE is granted; (iii) the revocation of this ROE by either the Airport or FAA; (iv) the expiration of the term hereof; or (v) the abandonment of this ROE by the Grantee.

5. **CONDITION OF PREMISES:** The Grantee acknowledges that it has inspected the Premises, knows their condition, and understands that permission to use them is granted without any representations or warranties whatsoever and without any obligation on the part of the Airport.

6. **LAWS AND ORDINANCES:** In the exercise of the privileges granted by this ROE, Grantee shall comply with all applicable state, municipal, and local laws, and the laws, rules, orders, regulations, and requirements of the United States.

7. **PERMITS DISPUTES:**
   a. Should disagreements arise in interpreting the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, each Party shall state the area(s) of disagreement in writing and present it to the other Party for consideration. If agreement or interpretation is not reached within 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

b. If a dispute related to funding remains unresolved for more than 30 calendar days after the Parties have engaged in an escalation of the dispute, it will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10.

8. **SPECIAL USE CONDITIONS:**
   a. This permit shall not be assigned or transferred, except by written consent of THE CITY OF PUEBLO, CO, which shall not be unreasonably withheld.
   b. Grantee shall be solely responsible for securing the Premises and any equipment and personal property brought upon the Premises for Grantee's purposes. Grantor shall not be liable for any theft or damage to such equipment or personal property.

1. In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 17, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such an act or omission or to preclude the Government from using any defense available in law or equity.
   a. In the event an accepted conveyance document or a new lease for the Premises is not executed by the Parties within THIRTY-SIX (36) MONTHS from the date of execution of this ROE by Grantor, Grantee shall, at its sole cost, remove equipment and other personal property and debris from the Premises and restore and repair the Premises to the condition existing as of execution of this ROE or to another condition deemed acceptable by the both parties.
   b. The right of entry granted hereunder shall be subject to all easements, encroachments, covenants, restrictions of record, and not shown of record, and any other title encumbrances or defects affecting the Premises.

9. **NOTICES:**

All notices sent to the Parties under the Permit shall be addressed as follows:

THE CITY OF PUEBLO, CO.
1 City Hall
Pueblo, CO 81003,

Federal Aviation Administration
Attn: Otis Daniel III
Real Estate Contracting Officer
1701 Columbia Ave.
College Park, GA 30337

This Right of Entry Permit with its terms and conditions is hereby executed by The CITY OF PUEBLO, CO, and the FAA, this _____ day of ___ 2025.

THE CITY OF PUEBLO, CO

By: _____

Print Name: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION

By: OTIS DANIEL III Digitally signed by OTIS DANIEL III Date: 2025.07.11 07:22:39 -04'00'

Print Name: Otis Daniel III

Title: Real Estate Contracting Officer

Date: 07/11/2025

PUBLIC AUTHORIZATION CERTIFICATE

On this _____ day of _____, 20___, I _____
[insert name]

certify that I am the _____ of the
[insert title]

_____ named in the attached agreement; that
[insert name of State, County, Municipality, or other Public Authority]

_____ who signed said agreement on behalf of the
[insert name of person who signed the agreement]

_____ is
[insert name of State, County, Municipality, or other Public Authority]

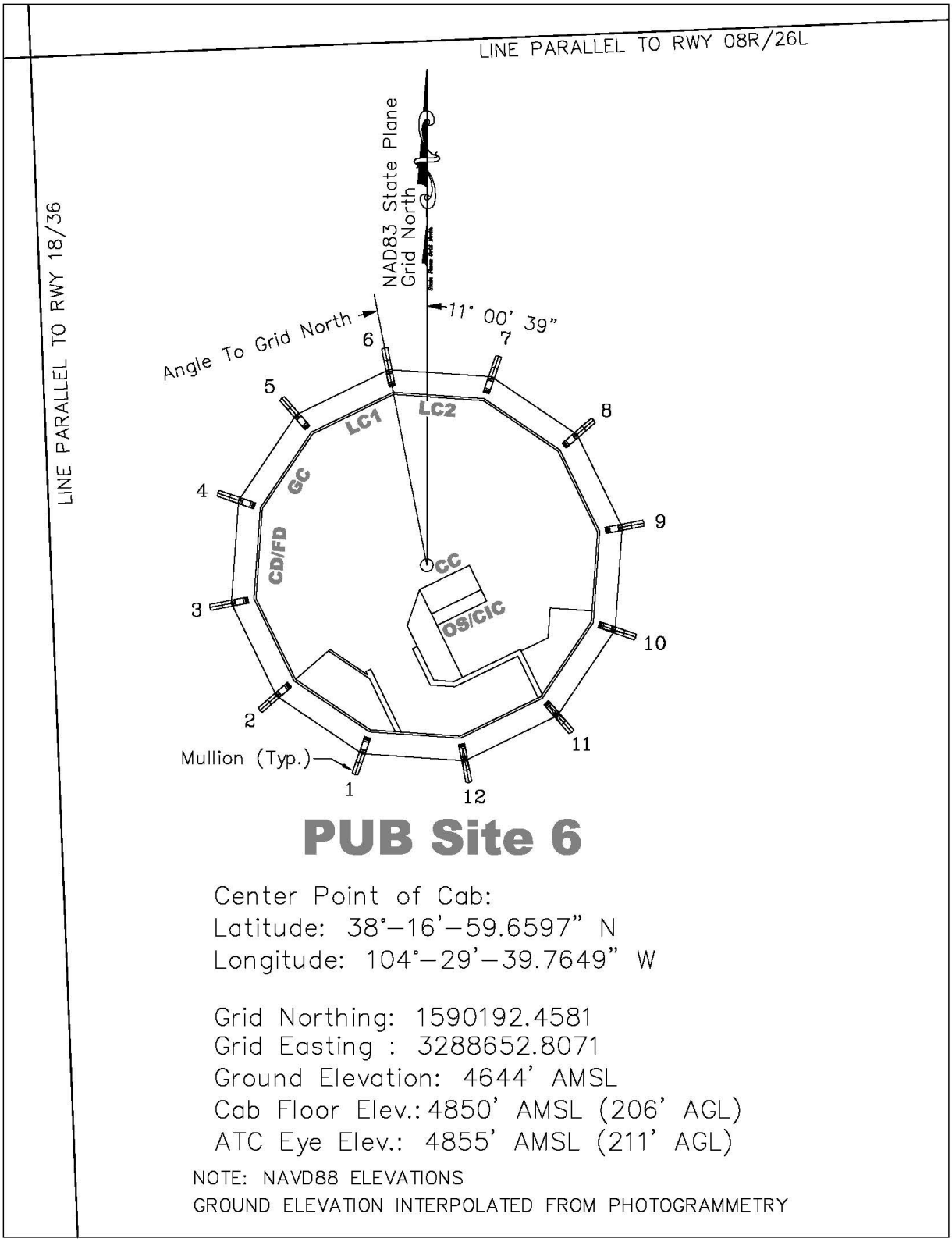
_____ of said
[insert title of person who signed the agreement]

_____; and that said agreement was duly signed
[insert name of State, County, Municipality, or other Public Authority]

for and on behalf of _____ by authority of
[insert name of State, County, Municipality, or other Public Authority]

its governing body, and is within the scope of its powers.

Signed _____

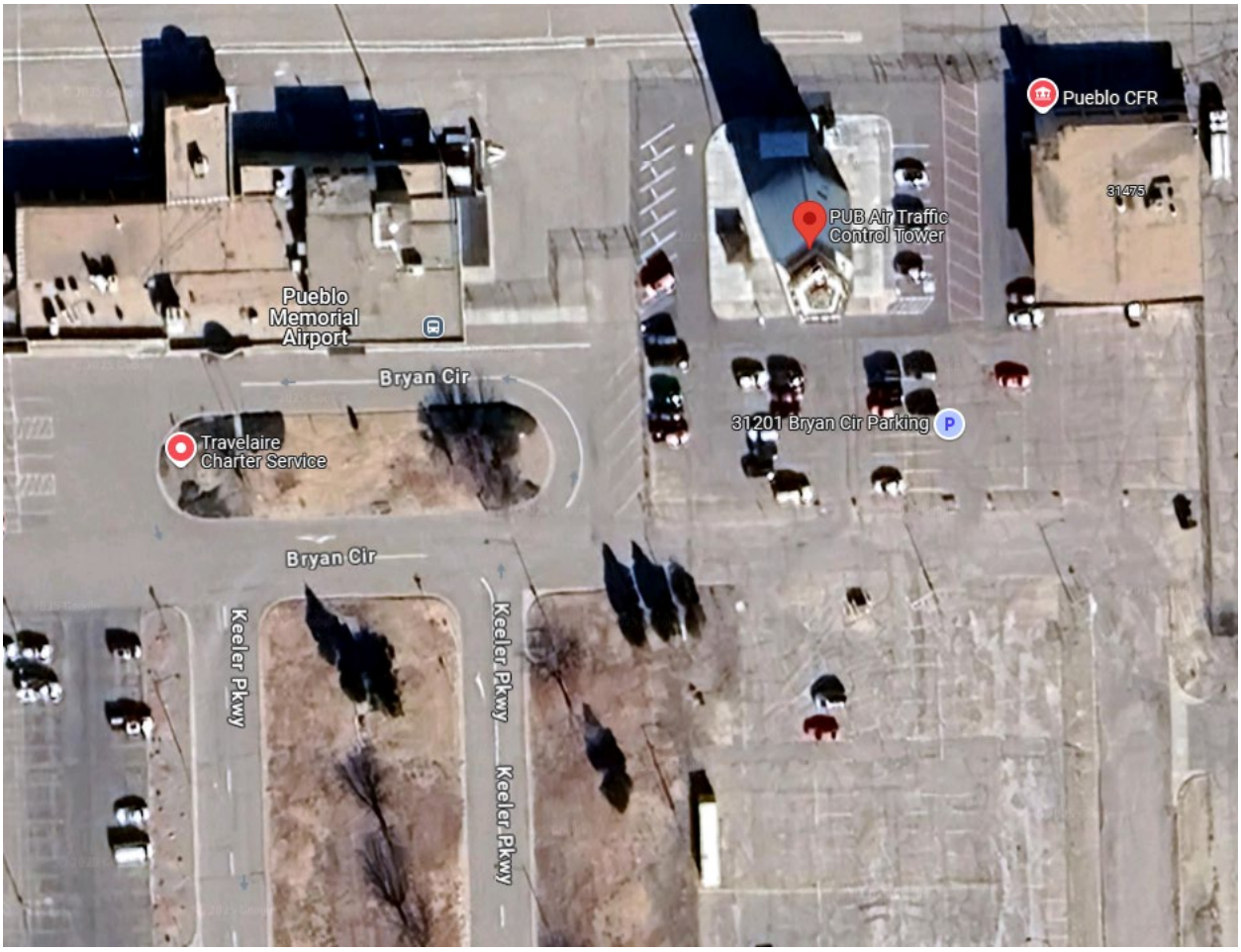


PUB Site 6

Center Point of Cab:
Latitude: 38°–16'–59.6597" N
Longitude: 104°–29'–39.7649" W

Grid Northing: 1590192.4581
Grid Easting : 3288652.8071
Ground Elevation: 4644' AMSL
Cab Floor Elev.: 4850' AMSL (206' AGL)
ATC Eye Elev.: 4855' AMSL (211' AGL)

NOTE: NAVD88 ELEVATIONS
GROUND ELEVATION INTERPOLATED FROM PHOTOGRAMMETRY



Pueblo Airport Traffic Control Tower existing location

31385 Bryan Cir, Pueblo CO 81001

Site 6 location and approximate size

Right of Entry Requested Limits

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

City Clerk's Office Item # M5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 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: A RESOLUTION APPROVING REVOCABLE RIGHT OF ENTRY PERMIT NO. 690EG4-25-H-00016 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Resolution will approve Revocable Right of Entry Permit No. 690EG4-25-H-00016 between the City of Pueblo, a Colorado Municipal Corporation, and the United States Department of Transportation Federal Aviation Administration (FAA) to allow the FAA the use of the Premises for the purpose(s) of construction of a new Airport Traffic Control Tower.

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance 2876 on April 29, 1964, to enter into a Lease Agreement with the United States of America to allow the operation of an Air Traffic Control Tower.

BACKGROUND:

The current Air Traffic Control Tower (ATCT) was completed in 1964. In 2023, the Federal Aviation Administration (FAA) determined that the 1964 ATCT obsolete because it no longer met the operational needs of the FAA and a modern, taller ATCT would need to be constructed at a site that would allow the air traffic controllers to visually observe runway 8R-26L from the cab. In 2024, the FAA selected a potential new site at the Pueblo Memorial Airport south of the current ATCT. The FAA would like to enter the site selected to start construction.

FINANCIAL IMPLICATIONS:

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the FAA will not be allowed to start construction on a new ATCT.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Proposed ATCT 2025 07 28 RIGHT OF ENTRY 690EG4-25-H-00016_ROE PARTIAL SIGNED

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

RESOLUTION NO 16065.

A RESOLUTION APPROVING REVOCABLE RIGHT OF ENTRY PERMIT NO. 690EG4-25-H-00016 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE UNITED STATES DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo owns and operates the Pueblo Memorial Airport and the ground in which the airport is situated; and

WHEREAS, City Council approved Ordinance 2876 on April 29, 1964, which allows the United States Government to own and operate an Air Traffic Control Tower at the Pueblo Memorial Airport; and;

WHEREAS, the United States Government has deemed the current Air Traffic Control Tower obsolete and would like to construct a modern tower in a different location, NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Revocable Right of Entry Permit No. 690EG4-25-H-00016 between the City of Pueblo, a Colorado Municipal Corporation, and the United States Department of Transportation Federal Aviation Administration has been granted.

SECTION 2.

The Mayor is hereby authorized to sign the Revocable Right of Entry Permit 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.

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.

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 28, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Cliff
B7A45E1823AB462...
PRESIDENT OF CITY COUNCIL

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

REVOCABLE PERMIT

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

1. Name, Address and Telephone Number of Permittee: **Pueblo Police Department 200 S Main St 719-552-2502**
2. Permitted Area: **On Alan Hamel Avenue to the alley between South Main Street and South Santa Fe Avenue**
3. Purpose of Revocable Permit: **Neighborhood Safety Night 2025**
4. Commencement Date: **August 2, 2025** Time: **8:00 am**
5. Ending Date: **August 2, 2025** Time: **9:00 pm**

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 17th day of July, 20 25.

PERMITTEE:

Organization or Individual: Pueblo Police Department

By: Katherine LaConte

Title: Corporal

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 17th day of July, 20 25 by Katherine LaConte as corporal.

My commission expires: _____.

TACY SUZETTE BARRY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234007982
MY COMMISSION EXPIRES 02/28/2027

Tacy Suzette Barry
Notary Public

Signed in Pueblo, Colorado this _____ day of _____, 20____.

PUEBLO, a Municipal Corporation

By _____

Heather Graham, Mayor

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

City Clerk's Office Item # M6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 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-25-20) TO THE PUEBLO POLICE DEPARTMENT FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ALAN HAMEL AVENUE TO THE ALLEY BETWEEN SOUTH MAIN STREET AND SOUTH SANTA FE AVENUE FOR THE PURPOSE OF HOSTING THEIR NEIGHBORHOOD SAFETY NIGHT 2025

SUMMARY:

Attached is a draft Revocable Permit (REV-25-20) submitted by the Pueblo Police Department for the use of the public right-of-way along Alan Hamel Avenue to the alley between South Main Street and South Santa Fe Avenue on Saturday, August 2, 2025, between 8:00 a.m. and 9:00 p.m.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Police Department has submitted an application for a Revocable Permit (REV-25-20) for the use of the public right-of-way along Alan Hamel Avenue to the alley between South Main Street and South Santa Fe Avenue for the purpose of hosting their Neighborhood Safety Night on August 2, 2025, from 8:00 a.m. to 9:00 p.m.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from exclusive use of the right-of-way.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-20

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

RESOLUTION NO. 16066

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-20) TO THE PUEBLO POLICE DEPARTMENT FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ALONG ALAN HAMEL AVENUE TO THE ALLEY BETWEEN SOUTH MAIN STREET AND SOUTH SANTA FE AVENUE FOR THE PURPOSE OF HOSTING THEIR NEIGHBORHOOD SAFETY NIGHT 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-20) is authorized to be issued to the Pueblo Police Department for the use of the public right-of-way along Alan Hamel Avenue to the alley between South Main Street and South Santa Fe Avenue for the purpose of hosting their Neighborhood Safety Night 2025 on August 2, 2025, from 8:00 a.m. to 9:00 p.m.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: July 28, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

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

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

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

City Clerk's Office Item # M7

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 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 CONFIRMING THE APPOINTMENT BY THE MAYOR OF COLE TIBBS TO COMPLETE A FOUR-YEAR TERM EXPIRING MAY 9, 2027, ON THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

SUMMARY:

This Resolution confirms the appointment by the Mayor of Cole Tibbs to complete a four-year term expiring on May 9, 2027 on the Pueblo Depot Activity Development Authority Board of Directors.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Due to the resignation of Kurt Madic, there is one position available to complete a term on the Pueblo Depot Activity Development Authority Board of Directors.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

The board recommends approval of the Resolution.

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

RESOLUTION NO 16067.

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF COLE TIBBS TO COMPLETE A FOUR-YEAR TERM EXPIRING MAY 9, 2027, ON THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Cole Tibbs to the Pueblo Depot Activity Development Authority Board of Directors; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Cole Tibbs to the Pueblo Depot Activity Development Authority Board of Directors to complete a four-year term expiring May 9, 2027, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: July 28, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A1F51823AB462...
PRESIDENT OF CITY COUNCIL

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

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

City Clerk's Office Item # M8

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 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 CONFIRMING THE APPOINTMENT BY THE MAYOR OF GUY CHABOT TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2027, ON THE ADA ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Guy Chabot to complete a four-year term expiring on August 30, 2027, on the ADA Advisory Committee.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

Since the committee composition is up to 15 members, there are positions available to serve a four-year term on the ADA Advisory Committee.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

The ADA Advisory Committee recommends approval of this Resolution.

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

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

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RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

RESOLUTION NO.16068

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF GUY CHABOT TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 30, 2027, ON THE ADA ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Guy Chabot to the Pueblo Municipal ADA Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Guy Chabot to the ADA Advisory Committee to complete a four-year term expiring August 30, 2027, shall be and is hereby confirmed by the City Council.

SECTION 2.

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

SECTION 3.

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

INTRODUCED: July 28, 2025

BY: Regina Maestri
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: ZC02EBDFEC3D43C...
CITY CLERK

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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 SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, WITHOUT LIMITING OR ABROGATING ITS AUTHORITY TO ESTABLISH AND AMEND, BY ORDINANCE, APPROPRIATE CRITERIA, STANDARDS, RULES AND REGULATION FOR THE APPROPRIATION AND EXPENDITURE OF MONIES IN THE SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND, A QUESTION RELATING TO THE AMENDMENT OF THE CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND AND EXTENSION OF THE ONE-HALF PERCENT SALES AND USE TAX RATE FOR FIVE YEARS FOR PROJECTS WITHIN THE CITY AND THE PUEBLO MEMORIAL AIRPORT BOUNDARIES CONSISTENT WITH THE AMENDED CRITERIA, STANDARDS, RULES AND REGULATIONS AND THE ADOPTION OF ORDINANCE NO. 11001 TO IMPLEMENT THE AMENDMENTS AND EXTENSION

SUMMARY:

Attached is a proposed Ordinance which proposes ballot language for the November 4, 2025, general election that would amend the definition of “Primary Job” and “Capital Improvement Project” and “Project” to include projects of economic significance which act as economic catalysts and extends the one-half percent sales and use tax rate for five years beginning January 1, 2027 and ending December 31, 2031.

PREVIOUS COUNCIL ACTION:

The Half-Cent Sales Tax Criteria Ordinance was amended by City Council by Ordinance No. 8509, dated August 27, 2012, Ordinance No. 8801, dated November 24, 2014, and Ordinance No. 9698, dated April 13, 2020.

BACKGROUND:

The 1992–2026 Sales and Use Tax Capital Improvement Projects Fund, commonly referred to as the "Half-Cent Sales Tax Fund," was established by voters years ago and has been extended multiple times for the purpose of funding job-creating capital improvement projects within the City. By voter-approved Ordinance 8197, dated November 2, 2010, City voters delegated to City Council the authority and responsibility to initially establish and then amend, by ordinance, appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund.

On June 23, 2025, City Council considered an Ordinance to amend the criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund as authorized by the voters by Ordinance No. 8509. Without limiting or abrogating its authority to amend, by Ordinance, appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund, City Council voted to submit the proposed amendments to the criteria to the voters at the November 4, 2025, regular municipal election.

The City's one-half percent sales and use tax rate for job-creating capital improvement projects will expire December 31, 2026. Therefore, along with the amendments to the criteria, City Council voted to seek extension of the one-half percent sales and use tax rate for another five years beginning January 1, 2027, through December 31, 2031.

Due to the requirements of the Taxpayers Bill of Rights ("TABOR"), Article X, §20 of the Colorado Constitution, any extension of an existing tax must be approved by the voters. The ballot question to be submitted to the voters at the November 4, 2025, refers the extension of the one-half cent sales and use tax question to the voters, and if approved, would also exempt it from the revenue growth and spending limitations of TABOR.

FINANCIAL IMPLICATIONS:

It is anticipated that the one-half cent sales and use tax rate will generate approximately $11,500,000 in 2027 and each subsequent year, subject to fluctuation in sales and use tax revenue collected during those years. The Fund currently contains more than $70 million dollars in unobligated funds. The proposed ordinance would authorize City Council to spend half-cent sales tax funds, either through a loan or a direct investment, to prevent economic leakage, to promote place making projects, or to complete economic catalyst projects.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the ballot question will not be submitted or presented to the voters in the November 4, 2025 regular municipal election and the one-half cent

sales and use tax will expire on December 31, 2026.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Ordinance submitting Ballot language
2. Proposed Ordinance 11001 Amending Criteria Ordinance and Extending Tax

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, WITHOUT LIMITING OR ABROGATING ITS AUTHORITY TO ESTABLISH AND AMEND, BY ORDINANCE, APPROPRIATE CRITERIA, STANDARDS, RULES AND REGULATION FOR THE APPROPRIATION AND EXPENDITURE OF MONIES IN THE SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND, A QUESTION RELATING TO THE AMENDMENT OF THE CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND AND EXTENSION OF THE ONE-HALF PERCENT SALES AND USE TAX RATE FOR FIVE YEARS FOR PROJECTS WITHIN THE CITY AND THE PUEBLO MEMORIAL AIRPORT BOUNDARIES CONSISTENT WITH THE AMENDED CRITERIA, STANDARDS, RULES AND REGULATIONS AND THE ADOPTION OF ORDINANCE NO. 11001 TO IMPLEMENT THE AMENDMENTS AND EXTENSION

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes, pursuant to Chapter 4, Title XIV of the Pueblo Municipal Code (the "Act"), a sales and use tax rate of 3.7%; and

WHEREAS, revenues from a one-half percent sales and use tax rate, included in the total 3.7% rate, are deposited in a special fund known as the "1992 to 2026 Sales and Use Tax Capital Improvement Projects Fund" (the "Fund"); and

WHEREAS, monies in the Fund are used for job creating capital improvement projects within the City and the Pueblo Memorial Airport boundaries; and

WHEREAS, primary job creation is spurred by investment in infrastructure that will encourage development; and

WHEREAS, primary job creation is spurred by encouraging projects of economic significance that will act as economic catalysts and further expand the City of Pueblo’s sales tax base; and

WHEREAS, the long-term management and maintenance of the community is crucial for economic development by ensuring a vibrant, attractive, and sustainable environment that will attract and retain residents, businesses, and investment; and

WHEREAS, without limiting or abrogating city council’s authority to establish and amend, by ordinance, appropriate criteria, standards, rules and regulation for the appropriation and expenditure of monies in the sales and use tax capital improvement projects fund, the City desires to ask the electors of the City to vote on whether to amend the criteria to include projects of economic significance which act as economic catalysts, promote place making and prevent economic leakage; and

WHEREAS, the capital improvement projects funded by monies from the Fund have been successful in creating jobs and thereby promoting the public peace, health, safety and welfare of the City and its residents; and

WHEREAS, the Act was initially enacted by the voters of the City, who also enacted ordinances creating and extending the one-half percent sales and use tax rate used to fund such job creating capital improvements projects; and

WHEREAS, the provisions in the Act implementing the one-half percent sales and use tax rate presently expire on December 31, 2026; and

WHEREAS, the City Council of the City has determined and hereby finds and determines that extending the one-half percent sales and use tax rate dedicated to primary job and economic development creating capital improvement projects within the City and the Pueblo Memorial Airport boundaries would promote the public peace, health, safety and welfare of the residents of the City; and

WHEREAS, Section 18-5 of the Charter of the City requires that ordinances which have been adopted by an affirmative vote of the electorate be amended only upon a vote of the electorate adopting the amending ordinance; and

WHEREAS, the City Council has proposed an ordinance ("Ordinance No. 11001) which is attached hereto and which if adopted by the voters of the City would amend the criteria and extend the one-half percent sales and use tax rate for an additional five years; and

WHEREAS, Article X, Section 20 of the Colorado Constitution as interpreted by the Colorado Supreme Court in Bruce v. City of Colorado Springs, 129 P.3d 988 (Colo. 2006) requires voter approval in advance for any extension of an expiring tax; and

WHEREAS, pursuant to Article X, Section 20 of the Colorado Constitution and Section 18-5 of the Charter, to approve Ordinance No. 11001 and thereby amend the criteria for the appropriation of expenditures from the fund and extend the one-half percent sales and use tax rate for another five years for the purposes stated above; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The question of adopting Ordinance No. 11001 and thereby amending the criteria, standards, rules and regulations for the appropriation and expenditure of funds in the sales and use tax capital improvement projects fund and extension of the one-half percent sales and use tax rate for five years for projects within the city and the pueblo memorial airport boundaries consistent with the amended criteria, standards, rules and regulations shall be submitted to a vote of the eligible electors of the City at the City's regular municipal election to be held on November 4, 2025. The ballot question (submission clause and title) therefore shall be as follows:

QUESTION NO. 2A - (AMENDMENT OF THE CRITERIA FOR, AND EXTENSION OF THE ONE-HALF CENT SALES TAX FOR ECONOMIC DEVELOPMENT)

> WITHOUT RAISING ADDITIONAL TAXES, SHALL THE EXISTING ONE-HALF PERCENT CITY SALES AND USE TAX RATE FOR ECONOMIC DEVELOPMENT BE EXTENDED FOR A FIVE-YEAR PERIOD FROM ITS CURRENT EXPIRATION OF DECEMBER 31, 2026 THROUGH DECEMBER 31, 2031 AND THE CRITERIA, STANDARDS, RULES AND REGULATIONS FOR

THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND BE AMENDED TO INCLUDE ECONOMIC CATALYST PROJECTS, PREVENT ECONOMIC LEAKAGE, AND PROMOTE PLACE MAKING, BY ADOPTING ORDINANCE NO. 11001, AND THE REVENUES THEREFROM TO BE SPENT TOGETHER WITH ALL INVESTMENT INCOME THEREON AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, AND BY CONTINUING TO DEPOSIT REVENUES FROM THE ONE-HALF PERCENT SALES AND USE TAX RATE INTO A SPECIAL FUND FOR THE DEPOSIT OF SUCH REVENUES TO BE USED CONSISTENT WITH THE CRITERIA ESTABLISHED FOR USE OF SUCH FUNDS, AND FINDING AND DETERMINING THAT THE EXPENDITURE OF SUCH REVENUES ARE PUBLIC PURPOSES AND MUNICIPAL FUNCTIONS?

FOR THE ORDINANCE _____
AGAINST THE ORDINANCE _____

SECTION 2.

The officers and employees of the City are authorized and directed to take all action necessary, appropriate or required to effectuate the provisions of this Ordinance.

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on_____

☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: **July 28, 2025**

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND AND EXTENSION OF THE ONE-HALF PERCENT SALES AND USE TAX RATE FOR FIVE YEARS FOR PROJECTS WITHIN THE CITY AND THE PUEBLO MEMORIAL AIRPORT BOUNDARIES CONSISTENT WITH THE AMENDED CRITERIA, STANDARDS, RULES AND REGULATIONS

SUMMARY:

Attached is a proposed Ordinance which amends the definition of "primary job" and "capital improvement project" and "project" to include projects of economic significance which act as economic catalysts and extends the one-half percent sales and use tax rate for five years as approved at the November 5, 2025 Regular Municipal Election.

PREVIOUS COUNCIL ACTION:

The Half-Cent Sales Tax Criteria Ordinance was amended by City Council by Ordinance No. 8509, dated August 27, 2012, Ordinance No. 8801 dated November 24, 2014, and Ordinance No. 9698 dated April 13, 2020.

BACKGROUND:

The 1992-2026 Sales and Use Tax Capital Improvement Projects Fund, commonly referred to as the "half-cent sales tax fund," was established by voters years ago and has been extended multiple times for the purpose of funding job-creating capital improvement projects within the City. By voter-approved Ordinance 8197 dated November 2, 2010, City voters delegated to City Council the authority and responsibility to initially establish and then amend, by ordinance, appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund.

On June 23, 2025, City Council considered an ordinance to amend the criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund as authorized by the voters by Ordinance No. 8509. Without limiting or abrogating its authority to amend, by ordinance,

appropriate criteria, standards, rules and regulations for the appropriation and expenditure of monies in the Fund, City Council voted to submit the proposed amendments to the criteria to the voters at the November 4, 2025 regular municipal election.

The City's on-half percent sales and use tax rate for job creating capital improvement projects will expire December 31, 2026. Therefore, along with the amendments to the criteria, City Council voted to seek extension of the one-half percent sales and use tax rate for another five years beginning January 1, 2027 through December 31, 2031.

Due to the requirements of the Taxpayers Bill of Rights ("TABOR"), Article X, §20 of the Colorado Constitution, any extension of an existing tax must be approved by the voters. The ballot question to be submitted to the voters at the November 4, 2025 refers the extension of the one-half cent sales and use tax question to the voters, and if approved, would also exempt it from the revenue growth and spending limitations of TABOR.

FINANCIAL IMPLICATIONS:

It is anticipated that the one-half cent sales and use tax rate will generate approximately $11,500,000 in 2027 and each subsequent year, subject to fluctuation in sales and use tax revenue collected during those years. The Fund currently contains more than $70 million dollars in unobligated funds. The proposed ordinance would authorize City Council to spend half-cent sales tax funds, either through a loan or a direct investment, to prevent economic leading, to promote place making projects, or to complete economic catalyst projects.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, the criteria will not be amended and one-half cent sales and use tax will expire on December 31, 2026.

RECOMMENDATION:

None.

Attachments:

Proposed Ordinance.

ORDINANCE NO. 11001

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE RELATING TO AND ESTABLISHING CRITERIA, STANDARDS, RULES AND REGULATIONS FOR THE APPROPRIATION AND EXPENDITURE OF FUNDS IN THE 1992-2026 SALES AND USE TAX CAPITAL IMPROVEMENT PROJECTS FUND

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes, pursuant to Chapter 4, Title XIV of the Pueblo Municipal Code (the "Act"), a sales and use tax rate of 3.7%; and

WHEREAS, revenues from a one-half percent sales and use tax rate, included in the total 3.7% rate, are deposited in a special fund known as the "1992 to 2026 Sales and Use Tax Capital Improvement Projects Fund" (the "Fund"); and

WHEREAS, the people of the City of Pueblo have repeatedly extended the one-half percent sales and use tax rate for job-creating projects within the City and the Pueblo Memorial Airport Industrial Park; and

WHEREAS, the people of Pueblo by Ordinance Numbers 5668, 5978 and 8197 have authorized and directed the City Council to establish by ordinance the criteria, standards, rules and regulations for the appropriation and expenditure of revenues contained within the 1992-2026 Sales and Use Tax Capital Improvement Fund (the “Fund”); and

WHEREAS, primary job creation is spurred by investment in infrastructure that will encourage development; and

WHEREAS, primary job creation is spurred by encouraging projects of economic significance that will act as economic catalysts and further expand the City of Pueblo’s sales tax base; and

WHEREAS, the long-term management and maintenance of the community is crucial for economic development by ensuring a vibrant, attractive, and sustainable environment that will attract and retain residents, businesses, and investment; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-63. – Storage, consumption and use tax schedule.

There shall be imposed and shall be collected from every person in the City a tax or excise at the rate of three percent (3%) of storage or acquisition charges or costs for the privilege of storing, using or consuming in the City any articles of tangible personal property purchased at retail. Such tax shall be payable to and shall be collected by the Director of Finance and shall be computed in accordance with schedules or systems approved by the Director of Finance.

. . .

(2) Notwithstanding the three percent rate provision of this Section for the period January 1, 1992 through December 31, **[**2026**]** **2031**, the rate of tax imposed pursuant to this Section shall be three and one-half percent (3.5%).

. . .

SECTION 2.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85. – Schedule; tax added to price.

. . .

(e) Notwithstanding the three percent (3%) rate provision of paragraph (a) of this Section 14-4-85, for the period January 1, 1992 through December 31, **[**2026**]** **2031**, the rate of tax imposed pursuant to Section 14-4-85(a) shall be three and one-half percent (3.5%).

(f) The revenues from the additional one-half percent (1/2) sales and use tax rate imposed by Section 14-4-63(b) and 14-4-85(e) of this chapter, including interest and penalties with respect thereof, shall upon collection and receipt by the city, be deposited and placed in a special fund hereby created to be known as the "1992 to **[**2026**]** **2031** sales and use tax capital improvement projects fund" (the "fund"). the moneys in the fund shall be used solely for primary job **and economic development** creating capital improvement projects within the city and the pueblo memorial airport boundaries and, incidentally, not more than two percent (2%) of such revenues for primary job training programs of not more than eight hundred dollars ($800.00) for each qualified employee at such times and in such amounts and for such capital improvement projects and incidental job training programs as the city council shall determine, provided, that monies in the fund representing revenues from the additional one-half percent (½) sales and use tax rate imposed prior to January 1, 2007 shall not be used for job training programs. The city council may, in anticipation of the collection of the revenues from the additional one-half percent (½) sales and use tax rate, and subject to the Colorado constitution, issue revenue bonds payable solely from the moneys in the fund for the purpose of financing such capital improvement projects.

The city council may transfer the income from the investment of moneys in the fund to the capital improvement fund created by Section 7-16 of the charter. The unappropriated balance of the fund on December 31, **[**2030**]** **2035** shall be transferred to said Capital Improvement Fund.

(g) Notwithstanding the three percent (3%) or three and one-half percent (3.5%) rate provisions of this Section, the rate of tax previously imposed pursuant to Subsection 14-4-85(a) and € shall be increased by one-fifth percent (0.2%) from January 1, 2018 through December 31, 2027. Pursuant to the foregoing increase, the rate o tax imposed pursuant to this Section for the period January 1, 2018 through December 31, **2027.** **[**2026, shall be three and seven-tenths percent (3.7%). For the period January 1, 2026 through December 31, 2027, the rate of tax imposed pursuant to this Section shall be three and two-tenths percent (3.2%).**]**

SECTION 3.

Chapter 4 of Title XIV of the Pueblo Municipal Code, as amended, is hereby amended to read as follows:

Sec. 14-4-85.1. Sales and Use Tax Capital Improvement Project Fund; definitions.

. . .

(2) *Capital improvement project* or *project* means a project or improvement of a permanent or fixed nature and includes the acquisition of property (both real property and tangible personal property, except inventory or property held for sale to customers in the ordinary course of business), the construction, extension, remodeling or rehabilitation of buildings or structures within which individuals are customarily employed or which are customarily used to house machinery or equipment, and the installation or extension of streets, sanitary sewer, water or other utilities required to serve a project **or Economic Catalyst Project, promote Place Making, or prevent Economic Leakage**. *Capital improvement project* or *project* also means a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.*

. . .

(3.1) Economic Catalyst Project means a project that has a substantial impact on the economic well-being of the City, community, or region by substantially stimulating economic growth and development, creating new jobs, increasing consumer spending, expanding the tax base, or attracting further investment in the City, community, or region.

(3.2) Economic Leakage means the reduction of economic activity within the City caused by the outflow of resources, such as money and tax

revenues from the local economy, hindering growth and expansion of the community.

. . .

(6.5) Place Making means the process and act of creating high-quality public spaces and amenities that encourage people to want to live, work, play, and learn in the City, community, or region.

. . .

(7) *Primary job* means**:**

(a) **a** full-time position in private sector employment by manufacturing, business, commercial or service industries producing, assembling or distributing products or providing services primarily or ultimately for sale, consumption, or use outside of the City and County of Pueblo, Colorado**;[**.**]**

(b) **[***Primary job* also means**]** employment resulting from a regional tourism project, approved by the Colorado Economic Development Commission, which qualifies for state sales tax increment revenue pursuant to the Colorado Regional Tourism Act, C.R.S. 24-46-301 *et seq.**;* **and**

(c) employment resulting from an Economic Catalyst Project.

SECTION 4.

Sec. 14-4-85.5. Sales and Use Tax Capital Improvement Project Fund; special categories.

(1) Acquisition of land and construction of so-called shell buildings or the acquisition, remodeling and renovation of existing buildings for the purpose of **preventing Economic Leakage, or** making such buildings available for **Place Making, or** applicants or potential applicants who meet the standards and criteria of this Chapter.

. . .

(3) Land acquisition, infrastructure development and professional services associated therewith **to prevent Economic Leakage and** to establish and facilitate **Place Making or** the creation of *primary jobs* within the City and enhance the City's tax base, including but not limited to establishment and development of one (1) or more industrial parks or development sites.

SECTION 5.

The City Council is authorized and directed to establish by Ordinance the criteria, standards, rules and regulations for the appropriation and expenditure of such revenues for primary job creating capital improvement projects, incidental primary job training programs, and special fund categories within the City and the Pueblo Memorial Airport

boundaries and one of the revenues shall be appropriated or expended except in conformity therewith. Approval of this Ordinance by voters shall not limit, nullify or abrogate this authority granted to City Council. Until the adoption of any new Ordinance subsequent to the effective date of this Ordinance, the criteria, standards, rules and regulations approved hereby and heretofore adopted by City Council for appropriation and expenditure of such revenues are hereby reaffirmed and ratified.

SECTION 6.

All ordinances relating to sales and use taxes heretofore adopted, amended or implemented shall remain in full force and effect except as the same have been previously amended or repealed or as the same may be amended by this Ordinance.

SECTION 7.

All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance, or part thereof, heretofore repealed.

SECTION 8.

If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 9.

The officers and staff of the City are authorized and directed to take all action necessary, appropriate, or required to effectuate the provisions of this Ordinance.

SECTION 10.

Any revenues generated by the one-half percent sales and use tax imposed pursuant to this Ordinance, together with all investment income thereon, may be collected, retained and spent as a voter-approved revenue change and an exception to the limits which would otherwise apply pursuant to Article X, Section 20 of the Colorado Constitution or any other law.

SECTION 11.

This Ordinance shall become effective upon the majority vote in favor thereof by the registered electors of the City voting thereon at the Regular Municipal Election to be held Tuesday, November 4, 2025. Changes to the criteria, standards, rules and regulations for the appropriation and expenditure of funds shall take effect immediately upon passage. The extension of the tax levied as provided by this Ordinance shall take effect beginning 12:01 a.m. on January 1, 2027.

Election Results: November 4, 2025

FOR THE ORDINANCE: _____

AGAINST THE ORDINANCE: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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 SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, AN AMENDMENT TO THE CITY SALES AND USE TAX ORDINANCE TO IMPLEMENT A ONE PERCENT (1%) INCREASE IN SALES AND USE TAX AND ADOPTION OF ORDINANCE NO. 11000 TO IMPLEMENT THE INCREASE

SUMMARY:

Attached is a proposed Ordinance which proposes a ballot question for the November 4, 2025 election to increase the City's general sales and use tax rate by one percent from three percent to four percent with the collected revenues from such increase to be deposited into the City's general fund subject to appropriation by City Council.

PREVIOUS COUNCIL ACTION:

The City's Retail Sales and Use Tax Ordinance, Ordinance No. 2189, was adopted by popular vote on November 8, 1955. Since that time, it has been amended by Ordinance Nos. 3160, 3474, 4235, 5170, 5314, 5668, 5810, 5978, 6683, 7464, 8197, 8902, 9141, 9764 and 10260.

BACKGROUND:

The City of Pueblo currently imposes, pursuant to Chapter 4 of Title XIV of the Pueblo Municipal Code ("Sales Tax Code"), a base sales and use tax of three percent (3%). In addition to the base sales and use tax, the City imposes a one-half percent (.5%) sales tax for economic development and a one-fifth percent (.2%) sales and use tax for public safety. This brings the total current sales and use tax rate to 3.7%.

The one-half cent sales and use tax for economic development sunsets on December 31, 2026, unless approved for another five years by the voters. The one-fifth percent public safety sales and use tax sunsets on December 31, 2027, unless it is approved

for another five years by the voters. The increase proposed by this Ordinance would be to the base sales tax rate and if approved, would remain in effect unless amended by a future vote of the people.

The base sales and use tax rate of three percent (3%) has not increased in over fifty (50) years while the costs of operation and administration of city services have steadily increased each year. The City's budget is dependent on sales and tax revenues to maintain city services to the community. Sales and use tax revenues have declined over the last several quarters and are projected to remain static or decline in future quarters due to decreased consumer spending within the City. The City is facing a significant budget shortfall for 2026 and will be required to withdraw money from its reserves to balance the budget. Without a tax increase, the City will also be required to withdraw money from its reserves in subsequent years which could result in exhausting the City reserve account.

This ordinance only proposes that the question be presented to the voters at the November 4, 2025, election.

FINANCIAL IMPLICATIONS:

It is anticipated that the 1 percent sales and use tax rate increase will generate up to approximately $26,142,985.56 in 2026 and each subsequent year, subject to fluctuation in sales and use tax revenue collected during those years.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The issue of increasing the sales and use tax for the general fund has been discussed at various public Council meetings and work sessions over the last year.

ALTERNATIVES:

The City could decide not to pass this Ordinance and the question of whether to increase the general sales tax by one percent (1%) would not be placed on the November 4, 2025 ballot for a vote of the people.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Ordinance - submitting one percent (1%) sales and use tax increase
2. Proposed Ordinance No. 11000 Amending the Code

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025, AN AMENDMENT TO THE CITY SALES AND USE TAX ORDINANCE TO IMPLEMENT A ONE PERCENT (1%) INCREASE IN SALES AND USE TAX AND ADOPTION OF ORDINANCE NO. 11000 TO IMPLEMENT THE INCREASE

WHEREAS, at the November 1992 general election, the citizens of Colorado adopted, as an amendment to the Colorado Constitution, the provisions of Article X, Section 20 of the Colorado Constitution ("TABOR"), which, among other things, require voter approval for certain exercises of state and local government powers relating to taxation, revenue-raising, spending and the incurrence of debt and other multiple-fiscal year financial obligations; and

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes, pursuant to Chapter 4, Title XIV of the Pueblo Municipal Code (the "Act"), a sales and use tax rate of 3.7%; and

WHEREAS, three percent (3%) of the sales and use tax is deposited into the City's general fund subject to appropriation by City Council for the payment of general operating and administration costs of the City; and

WHEREAS, the City's budget is dependent on sales and use tax revenues to maintain city services to the community; and

WHEREAS, the City's base sales and use tax rate has not increased in over fifty (50) years while the costs of operation and administration of city services has increased each year by ___ percent; and

WHEREAS, the City Council of the City has determined and hereby finds and determines that implementing a one percent (1%) increase to the sales and use tax rate to be deposited into the City's general fund subject to appropriation by City Council, will ensure continuity of public services and promote the public peace, health, safety and welfare of the residents of the City; and

WHEREAS, the City desires to ask the electors of the City, pursuant to Article X, Section 20 of the Colorado Constitution to increase the sales and tax rate by one percent (1%) to be deposited into the City's general fund; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The question of implementing a one percent (1%) sales and use tax rate increase to be deposited into the general fund, subject to appropriation by City Council, shall be submitted to a vote of the eligible electors of the City at the City's regular election to be held on November 4, 2025. The ballot question (submission clause and title) therefore shall be as follows:

CITY OF PUEBLO SALES AND USE TAX INCREASE FOR THE GENERAL FUND
SHALL THE CITY OF PUEBLO SALES AND USE TAX BE INCREASED AN ESTIMATED $26,142,985.56 ANNUALLY IN THE FIRST FISCAL YEAR BEGINNING ON JANUARY 1,

2026, AND BY SUCH AMOUNTS AS ARE RAISED ANNUALLY THEREAFTER, BY AN INCREASE IN THE CITY'S SALES AND USE TAX RATE FROM 3.7% TO 4.7%, BY ADOPTING ORDINANCE NO. 11000, AND SUCH ADDITIONAL 1% IN SALES AND USE TAX REVENUE TO BE COLLECTED RETAINED AND SPENT AS A VOTER APPROVED REVENUE CHANGE NOTWITHSTANDING ANY REVENUE OR EXPENDITURE LIMIT CONTAINED WITHIN ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION, OR ANY OTHER LAW?

_____ YES
_____ NO

SECTION 2.

The City Clerk is hereby authorized and directed to take all action necessary or appropriate to submit the sales tax question to the registered electors of the City as a ballot issue at the November 4, 2025 regular election, the ballot title for which shall be in substantially the form hereinabove.

SECTION 3.

The officers and employees of the City are authorized and directed to take all action necessary, appropriate or required to effectuate the provisions of this Ordinance.

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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE INCREASING THE GENERAL SALES AND USE TAX RATE BY ONE PERCENT FROM THREE PERCENT TO FOUR PERCENT AND SUCH ADDITIONAL ONE PERCENT IN SALES AND USE TAX REVENUE COLLECTED TO BE DEPOSITED INTO THE CITY'S GENERAL FUND SUBJECT TO APPROPRIATION BY CITY COUNCIL

SUMMARY:

Attached is a proposed Ordinance which increases the general sales and use tax rate by one percent from three percent to four percent with the collected revenues from such increase to be deposited into the City's general fund subject to appropriation by City Council.

PREVIOUS COUNCIL ACTION:

The City's Retail Sales and Use Tax Ordinance, Ordinance No. 2189, was adopted by popular vote on November 8, 1955. Since that time, it has been amended by Ordinance Nos. 3160, 3474, 4235, 5170, 5314, 5668, 5810, 5978, 6683, 7464, 8197, 8902, 9141, 9764 and 10260.

BACKGROUND:

The City of Pueblo currently imposes, pursuant to Chapter 4 of Title XIV of the Pueblo Municipal Code ("Sales Tax Code"), a base sales and use tax of three percent (3%). In addition to the base sales and use tax, the City imposes a one-half percent (.5%) sales tax for economic development and a one-fifth percent (.2%) sales and use tax for public safety. This brings the total current sales and use tax rate to 3.7%.

The one-half cent sales and use tax for economic development sunsets on December 31, 2026, unless approved for another five years by the voters. The one-fifth percent public safety sales and use tax sunsets on December 31, 2027, unless it is approved for another five years by the voters. The increase proposed by this Ordinance would be to the base sales tax rate and if approved, would remain in effect unless amended by a future vote of the people.

The base sales and use tax rate of three percent (3%) has not increased in over fifty (50) years while the costs of operation and administration of city services have steadily increased each year. The City's budget is dependent on sales and tax revenues to maintain city services to the

community. Sales and use tax revenues have declined over the last several quarters and are projected to remain static or decline in future quarters due to decreased consumer spending within the City. The City is facing a significant budget shortfall for 2026 and will be required to withdraw money from its reserves to balance the budget. Without a tax increase, the City will also be required to withdraw money from its reserves in subsequent years which could result in exhausting the City reserve account.

FINANCIAL IMPLICATIONS:

It is anticipated that the 1 percent sales and use tax rate increase will generate up to approximately $26,142,985.56 in 2026 and each subsequent year, subject to fluctuation in sales and use tax revenue collected during those years.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to pass this Ordinance.

RECOMMENDATION:

None.

Attachments:
Proposed Ordinance No. 11000
Proposed Ordinance proposing ballot language

ORDINANCE NO. 11000

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XIV OF THE PUEBLO MUNICIPAL CODE INCREASING THE GENERAL SALES AND USE TAX RATE BY ONE PERCENT FROM THREE PERCENT TO FOUR PERCENT AND SUCH ADDITIONAL ONE PERCENT IN SALES AND USE TAX REVENUE COLLECTED TO BE DEPOSITED INTO THE CITY'S GENERAL FUND SUBJECT TO APPROPRIATION BY CITY COUNCIL

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 14-4-63 of Chapter 4, Title XIV of the Pueblo Municipal Code, as amended, (portions of Sections 13 and 20 of Ordinance No. 2189, adopted by popular vote November 8, 1955, as amended by Ordinance Nos. 3160, 3474, 4235, 5170, 5314, 5668, 5810, 5978, 6683, 7464, 8197, 8902, 9141, 9764 and 10260) is hereby amended to read as follows:

Sec. 14-4-63. – Storage, consumption and use tax schedule.

There is imposed and shall be collected from every person in the City a tax or excise at the rate of [three percent (3%)] **four percent (4%)** of storage or acquisition charges or costs for the privilege of storing, using or consuming in the City any articles of tangible personal property purchased at retail. Such tax shall be payable to and shall be collected by the Director of Finance and shall be computed in accordance with schedules or systems approved by the Director of Finance.

. . .

(2) Notwithstanding the [three] **four** percent rate provision of this Section for the period January 1, 1992 through December 31, 2026, the rate of tax imposed pursuant to this Section shall be [three and one half percent (3.5%)] **four and one half percent (4.5%)**.

(3) Notwithstanding the [three percent (3%) and one-half percent (3.5%)] **four percent (4%) and one-half percent (4.5%)** rate provisions of this Section, the rate of tax previously imposed pursuant to the above provisions of this Section shall be increased by one-fifth percent (0.2%) from January 1, 2018 through December 31, 2027. Pursuant to the foregoing increase, the rate of tax imposed pursuant to this Section for the period January 1, 2018 through December 31, 2027, shall be [three and seven-tenths percent (3.7%)] **four and seven-tenths percent (4.7%)**. For the period January 1, 2026 through December 31, 2027, the rate of tax imposed pursuant to this Section shall be [three and two-tenths percent (3.2%)] **four and two-tenths percent (4.2%)**.

SECTION 2.

Section 14-4-85 of Chapter 4, Title XIV of the Pueblo Municipal Code, as amended, (portions of Sections 13 and 20 of Ordinance No. 2189, adopted by popular vote November 8,

1955, as amended by Ordinance Nos. 3160, 3474, 4235, 5170, 5314, 5668, 5810, 5978, 6683, 7464, 8197, 8902, 9141, 9764 and 10260) is hereby amended to read as follows:

Sec. 14-4-85. – Schedule; tax added to price.

(a) There is imposed upon all sales of commodities and services specified in Section 14-4-61 a tax at the rate of **[**three percent (3%)**]** **four percent (4%)** of the amount of the sale, to be computed in accordance with schedules or systems approved by the Director of Finance. Said schedules or systems shall be designed so that no such tax is charged on any sale of seventeen cent ($0.17) or less.

. . .

(e) Notwithstanding the **[**three percent (3%)**]** **four percent (4%)** rate provision of paragraph (a) of this Section 14-4-85, for the period January 1, 1992 through December 31, 2026, the rate of tax imposed pursuant to Section 14-4-85(a) shall be **[**three and one-half percent (3.5%)**]** **four and one-half percent (4.5%)**.

. . .

(g) Notwithstanding the **[**three percent (3%) or three and one-half percent (3.5%)**]** **four percent (4%) or four and one-half percent (4.5%)** rate provisions of this Section, the rate of tax previously imposed pursuant to Subsections 14-4-85(a) and (e) shall be increased by one-fifth percent (0.2%) from January 1, 2018 through December 31, 2027. Pursuant to the foregoing increase, the rate of tax imposed pursuant to this Section for the period January 1, 2018 through December 31, 2026, shall be **[**three and seven-tenths percent (3.7%)**]** **four and seven-tenths percent (4.7%)**. For the period January 1, 2026 through December 31, 2027, the rate of tax imposed pursuant to this Section shall be **[**three and two-tenths percent (3.2%)**]** **four and two-tenths percent (4.2%)**.

. . .

SECTION 4.

All ordinances relating to sales and use taxes heretofore adopted, amended or implemented shall remain in full force and effect except as the same have been previously amended or repealed or as the same may be amended by this Ordinance.

SECTION 5.

All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance, or part thereof, heretofore repealed.

SECTION 6.

If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 7.

The officers and staff of the City are authorized and directed to take all action necessary, appropriate, or required to effectuate the provisions of this Ordinance.

SECTION 8.

Any revenues generated by the one percent sales and use tax imposed pursuant to this Ordinance, together with all investment income thereon, may be collected, retained and spent as a voter-approved revenue change and an exception to the limits which would otherwise apply pursuant to Article X, Section 20 of the Colorado Constitution or any other law.

SECTION 9.

This Ordinance shall become effective upon the majority vote in favor thereof by the registered electors of the City voting thereon at the Regular Municipal Election to be held Tuesday, November 4, 2025. The extension of the tax levied as provided by this Ordinance shall take effect beginning 12:01 a.m. on January 1, 2026.

Election Results: November 4, 2025

FOR THE ORDINANCE: _____

AGAINST THE ORDINANCE: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: An Ordinance submitting to a vote of the registered electors of the City of Pueblo at the Regular Municipal Election to be held November 4, 2025, a proposed amendment to Section 2-1 of the Charter of the City of Pueblo relating to future pay increases for City Council and fixing the ballot title therefor

SUMMARY:

Attached is a proposed Ordinance referring to the registered voters of the City a proposed amendment to the City's Charter.

PREVIOUS COUNCIL ACTION:

Council has previously submitted to the eligible electors of Pueblo certain Charter Amendments.

BACKGROUND:

This Ordinance was prepared at the direction of City Council at a work session on June 30, 2025, to make any future pay increase for the president of City Council and members of City Council take effect immediately with the restriction that City Council may only approve an increase or decrease in pay once during a four-year period.

FINANCIAL IMPLICATIONS:

Financial implications include the cost of placing this Ordinance along with other proposed Charter amendments on the ballot at the 2025 regular election.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The public will have an opportunity to vote on whether any future salary change of municipal officers will take effect immediately.

ALTERNATIVES:

A “no-action” alternative would keep the Charter in its current form.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Council Pay Charter Amendment Ordinance

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF PUEBLO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO SECTION 2-1 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the regular municipal election to be held on November 4, 2025, a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. ____ - CHARTER AMENDMENT

(Municipal Officer Salary Increase)

SHALL SECTION 2-1 OF THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO ALLOW MUNICIPAL OFFICER SALARY INCREASES TAKE EFFECT IMMEDIATELY?

_____ YES
_____ NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the regular municipal election to be held on November 4, 2025, an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added)

ARTICLE 2
Municipal Officers

Section 2-1. - Designation of Officers

In accordance with Article XX of the Constitution of the State of Colorado, the legally qualified holders of the following positions in municipal service are hereby declared to be officers, and their monthly salaries are hereby initially fixed in the following amounts

until changed by ordinance, but shall not be increased or decreased during the current term of officers enacting such ordinance:

Mayor	$12,500.00

Members of Boards or Commissions shall receive such pay, if any, as shall hereafter be set by ordinance.

The monthly salaries for the President of the City Council and Members of City Council are hereby initially fixed in the following amounts until changed by ordinance, but shall not be increased or decreased more than one time during a four year period.

President of the City Council	**$1,800.00** [$125.00]
Member of the City Council	**$1,400.00** [$100.00

Members of Boards or Commissions shall receive such pay, if any, as shall hereafter be set by ordinance.]

SECTION 4.

The City Council does hereby find, determine, and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 *et seq.* and C.R.S. 31-2-210 and to certify the Ballot Title to the Pueblo County Clerk and Recorder no later than sixty days before the November 4, 2025 coordinated election, as provided by C.R.S. 1-5-203 and C.R.S. 31-2-210.

SECTION 6.

This Ordinance shall become effective 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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Roger Gomez, Councilor

SUBJECT: An Ordinance submitting to the eligible electors of the City of Pueblo, Colorado at the Regular Municipal Election to be held on November 4, 2025, a proposed amendment to the Charter of the City of Pueblo changing the form of government to City Council - City Manager and fixing the ballot title therefor

SUMMARY:

Attached is a proposed Ordinance referring to the registered voters of the City at the Regular Municipal Election to be held on November 4, 2025, an amendment to the City's Charter which would change the form of government from Mayor - Council to Council - Manager.

PREVIOUS COUNCIL ACTION:

At the general election held November 7, 2017, Ordinance No. 9134 enacting the current Mayor - Council form of government was submitted to and was approved by a majority vote of the people.

BACKGROUND:

The proposed Ordinance amends the Charter of the City of Pueblo to change the form of government from a Mayor - City Council government to a City Council - City Manager government and in connection therewith: requires that the City Council - City Manager form of government not be changed except by Charter Convention upon majority vote of qualified voters; eliminates the office of City Mayor, Deputy Mayor and Chief of Staff and establishes the office of City Manager to be selected by City Council, in which all executive and administrative powers of the City shall be vested; gives City Council the power to appoint all City boards and commissions whose members will be limited to four-year terms; removes the prohibition against City Council interfering in the removal of members of City boards and commissions; recognizes the President of the City Council as head of City government for all ceremonial purposes and authorizes the President of the City Council to execute and authenticate legal documents as may be

required; gives the City Council the right to enforce its own Ordinances; gives City Council the power to appoint the City Clerk and Municipal Court Judges; allows current and former members of the City Council to become City Manager or City employees after the first year following the expiration of their terms of office; authorizes City Council to direct the City Attorney to institute lawsuits; allows the functions of the Department of Aviation be determined by Resolution; mandates that the City Council - City Manager form of government take effect immediately if approved the registered electors of the City of Pueblo and provides that the City Council shall appoint an interim City Manager.

FINANCIAL IMPLICATIONS:

The City will incur the cost of the Regular Municipal Election on November 4, 2025, to be conducted as a mail ballot election by the County Clerk. The costs of the election are currently unknown.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The public will have an opportunity to vote on the change in form of government at the Regular Municipal Election.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Mayor-Council to Council-Manager Charter Amendment Ordinance

ORDINANCE NO. ____

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 4, 2025 A PROPOSED AMENDMENT TO THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the regular municipal election to be held on November 4, 2025 a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. __- CHARTER AMENDMENT

(Change Form of Government to Council-Manager)

SHALL THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO CHANGE THE FORM OF GOVERNMENT FROM A COUNCIL-MAYOR GOVERNMENT TO A COUNCIL-MANAGER GOVERNMENT, AND IN CONNECTION THEREWITH: REQUIRING THAT THE CITY COUNCIL - CITY MANAGER FORM OF GOVERNMENT NOT BE CHANGED EXCEPT BY CHARTER CONVENTION UPON MAJORITY VOTE OF QUALIFIED VOTERS; ELIMINATING THE OFFICE OF CITY MAYOR, DEPUTY MAYOR AND CHIEF OF STAFF AND ESTABLISHING THE OFFICE OF CITY MANAGER TO BE SELECTED BY CITY COUNCIL, IN WHICH ALL EXECUTIVE AND ADMINISTRATIVE POWERS OF THE CITY SHALL BE VESTED; GIVING CITY COUNCIL THE POWER TO APPOINT ALL CITY BOARDS AND COMMISSIONS WHOSE MEMBERS WILL BE LIMITED TO FOUR-YEAR TERMS; REMOVING THE PROHIBITION AGAINST CITY COUNCIL INTERFERING IN THE REMOVAL OF MEMBERS OF CITY BOARDS AND COMMISSIONS; RECOGNIZING THE PRESIDENT OF THE CITY COUNCIL AS HEAD OF CITY GOVERNMENT FOR ALL CEREMONIAL PURPOSES AND AUTHORIZING THE PRESIDENT OF

THE CITY COUNCIL TO EXECUTE AND AUTHENTICATE LEGAL DOCUMENTS AS MAY BE REQUIRED; GIVING THE CITY COUNCIL THE RIGHT TO ENFORCE ITS OWN ORDINANCES; GIVING CITY COUNCIL THE POWER TO APPOINT THE CITY CLERK AND MUNICIPAL COURT JUDGES; ALLOWING CURRENT AND FORMER MEMBERS OF THE CITY COUNCIL TO BECOME CITY MANAGER OR CITY EMPLOYEES AFTER THE FIRST YEAR FOLLOWING THE EXPIRATION OF THEIR TERMS OF OFFICE; AUTHORIZING CITY COUNCIL TO DIRECT THE CITY ATTORNEY TO INSTITUTE LAWSUITS; ALLOWING THE FUNCTIONS OF THE DEPARTMENT OF AVIATION BE DETERMINED BY RESOLUTION; MANDATING THAT THE CITY COUNCIL - CITY MANAGER FORM OF GOVERNMENT TAKE EFFECT IMMEDIATELY UPON APPROVAL OF THIS CHARTER AMENDMENT BY THE REGISTERED ELECTORS OF THE CITY OF PUEBLO AND PROVIDING THAT THE CITY COUNCIL SHALL APPOINT AN INTERIM CITY MANAGER.

_____ YES
_____ NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the regular municipal election to be held on November 4, 2025 an amendment to the Charter of the City of Pueblo, as follows: (brackets indicate matter being deleted, underscoring indicates new matter being added):

ARTICLE 1
General Provisions

Section 1-2. Form of Government

The Municipal Government provided by this Charter shall be known as the **[**"Mayor-Council**]** **"City Council-City Manager** Government," and shall not be changed except in accordance with the laws of the State of Colorado and provisions of this Charter, **by Charter Convention upon majority vote of the qualified voters**. Pursuant to its provisions and subject only to limitations imposed by the State Constitution and by this Charter. Pursuant to its provisions and subject only to limitations imposed by the state constitution and by this Charter, all executive powers of the city shall be vested in **[**an elected Mayor**]** **the City Manager** and all legislative powers shall be vested in an elective council**, except as provided by law or city charter**.

. . .

Section 1-5. Definitions

Certain words and phrases, when used herein, are hereby declared to have the following meanings:

a. "Agency" shall mean any Bureau, Department, Division, or other organizational unit in the executive branch of city government;

b. "Allotment" shall mean a portion of an appropriation made available for expenditure during a specified period of less than one year;

c. "Appropriation" shall mean an authorization by the Council to expend from public funds a specified maximum sum for a specified purpose and during a specified time;

d. "Area" in the case of councilmen elected by district shall mean the councilmanic district; for councilmen elected at large, it shall mean the City;

e. "Bureau" shall mean an organization of two or more departments headed by one person, responsible directly to the **City Manager** [Mayor]. The heads of departments within the Bureau are directly responsible to the Bureau Head;

f. "Candidate" shall mean any person seeking nomination or election to any city office in Pueblo;

g. "Class" when used in connection with personnel administration, shall mean a definitely recognized kind of employment in the Classified Service comprising positions that are so nearly alike in duties and responsibilities that they can be equitably treated under similar conditions for personnel purposes;

i. "Classified Service" shall mean the aggregate of all positions in municipal service covered by Civil Service;

j. "Department" shall mean one of the major organizational units of the City;

k. "Division" shall mean a primary subdivision of a department headed by one person responsible directly to the Department Director;

l. "Emergency Ordinance" shall mean an ordinance, the passage of which shall be necessary to the preservation or protection of public health, property, or safety;

m. "Employees" shall mean all persons in municipal service who are not officers;

n. "General Law" shall mean the Constitution and Statutes of the State of Colorado and common law to the extent that common law has been adopted in Colorado;

o. "Officers" shall mean persons in municipal service specifically declared by this Charter to be officers;

p. "Qualified Elector" shall mean a person entitled to vote at a general municipal election, if registered, and if not registered, otherwise eligible to vote; the term is synonymous with qualified voter;

q. "Qualified Taxpaying Electors" shall mean such of the qualified voters as shall in the twelve months immediately preceding the date of election have paid a City property tax on property listed on the county assessment rolls;

r. "Unclassified Service" shall mean the aggregate of all positions in municipal service not covered by Civil Service.

ARTICLE 2
Municipal Officers

Section 2-1. Designation of Officers

In accordance with Article XX of the Constitution of the State of Colorado, the legally qualified holders of the following positions in municipal service are hereby declared to be officers, and their monthly salaries are hereby initially fixed in the following amounts until changed by ordinance, but shall not be increased or decreased during the current term of **[**officers**]** councilors enacting such ordinance.

[Mayor	$12,500.00**]**
President of the City Council	$125.00
Member of the City Council	$100.00

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Section 2-3. Elective Officers

The following officers shall be elected by the qualified electors:

[Mayor**]**

Members of the City Council;

Members of the Civil Service Commission;
Such other officers as provided for in this Charter.

Section 2-4. Qualification of Elective Officers

Each elective officer when elected shall have been a citizen of the United States and shall have resided in the City for at least twelve consecutive months immediately preceding the election, and in the precinct for ten days immediately before filing as a candidate. Councilmen elected by districts shall also be residents and qualified electors of the respective districts from which they are elected. A person who has been convicted of a

felony shall not become a candidate for the Council [or Mayor]. No elected official shall hold any other elective public office or be an employee of the City of Pueblo.

Section 2-5. Appointive Boards and Commissions

Unless otherwise required by law, all boards and commissions shall be appointed by the [the Mayor] **City Council**, subject to Council confirmation and shall have such powers and perform such duties as are prescribed by the Charter or by ordinance. **Members of such boards and commissions shall serve for a period of four years, or until their successors are appointed.**

Appointments by the **City Council** [Mayor] shall specify the term of office of each individual in order to achieve overlapping of tenure.

All members shall be subject to removal by the appointing authority.

All boards and commissions shall choose their own chairmen and operate in accordance with the rules of procedure as set forth by the appointing authority.

Notwithstanding the foregoing, [the Mayor and] **the City** Council shall have no jurisdiction or control over the independent Board of Water Works of Pueblo, Colorado and shall act in accordance with section 15.2 of this Charter.

Section 2-6. Elected Officers

All elected officers shall continue to hold office until their successors are duly elected and qualified. An elective office shall become vacant whenever any officer becomes permanently incapacitated, either physically or mentally, and cannot perform the duties of his office, or if a councilman absents himself from two regular council meetings during any one calendar year without reasonable excuse, as determined by the rules of procedure of the Council. Any officer after final conviction of a felony shall forfeit his office forthwith. If a councilman elected from a district moves from such district during his term of office, his office is automatically declared vacant. In the case of vacancy of a district council member, the Council shall fill the vacancy by appointment of an eligible person from such district. In case of a vacancy of a council member elected at large, the Council shall fill the vacancy by appointment of an eligible person selected from the City at large.

Any vacancy in an elective office [,except for the office of Mayor,] shall be filled by appointment of the Council. Any person appointed to fill a vacancy in an elective office shall have the qualifications required of persons regularly elected and shall hold the office until the next general municipal election when the vacancy shall be filled by election according to law and until his successor is qualified. The term of office of any officer elected to fill a vacancy shall terminate at the expiration of the term during which the vacancy occurred.

[Any vacancy in the office of the Mayor shall be filled in accordance with section 4-11 of this Charter.**]**

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ARTICLE 3
City Council

Section 3-4. President of the Council

The President of the Council shall preside over meetings of the Council and have the same right to speak and vote therein as any other member. **The City Council President shall be recognized as head of the City Government for ceremonial purposes only. The President shall execute and authenticate legal instruments requiring a signature as such an official.** The Vice-President shall become acting president with the same duties as provided for the President in **[**his**]** **the** absence or disability **of the President**. The President shall in no case have the power of veto.

Section 3-5. General Powers

The Council shall have the power to adopt all ordinances, resolutions, or other legislation conducive to the welfare of the people of the City and not inconsistent with this Charter, and the Council shall not perform any executive functions except those functions assigned to the Council by this Charter. The Council shall have all legislative powers and functions of municipal government conferred by general law, except as provided in this Charter:

a. Have all legislative powers of municipal government conferred by general law, except as provided in this Charter. The Council shall act only by ordinance in matters of legislation or appropriations, or when action by ordinance is otherwise required by this Charter, by ordinance, or by general law: and may act by ordinances or resolutions in other matters. When council expresses opinions, principles, facts, or propositions, it shall be in the form of a resolution.

b. Provide for penalties for violations of its ordinances. **The Council shall provide for enforcement of its ordinances.** No fines or imprisonments shall exceed the following limits: Fines, one thousand dollars ($1,000.00); imprisonment, one (1) year; or a combination of both fine and imprisonment within the designated limits. The amount by which any fine exceeds three hundred dollars ($300.00) is dedicated to graffiti control and removal and other law enforcement activities as determined by the Council.

c. **The Council is** **[**Not**]** **not** to be otherwise limited in its punitive or enforcement measures.

d. **The Council shall** **[**Approve**]** **approve** compensation for boards, commissions, and employees in the Classified and Unclassified Service.

e. **The Council, or a duly authorized committee thereof, may** [Have] **have** the discretion to investigate any agency and the official acts of any officer or employee thereof, and may compel by subpoena attendance and testimony of witnesses and production of books and documents.

f. Establish and adopt by ordinance or resolution five-year goals and one-year objectives for the City, which goals and objectives shall be reviewed and revised annually by the Council. In doing so, Council shall [consult with the Mayor,] seek advice from appropriate boards and commissions, and hold one or more public hearings before adopting or revising the goals and objectives of the City.

g. **The Council may** [Hire] **hire** the personnel necessary to enable the Council to adequately perform its duties.

h. **The Council shall** [Not] **not** interfere in executive appointments or removals except for the purpose of confirmation on appointments. The Council and its members shall deal with the administrative service **solely through the city manager,** [solely through the Mayor and neither the Council] **and** no member thereof shall give orders to any subordinates of the [Mayor] **city manager** either publicly or privately. Council shall not interfere in the removal of heads or directors of bureaus, departments, city employees. [or Mayor- appointed boards and commissions.]

i. Faithfully execute and comply with all laws, ordinances, regulations and resolutions of the City and all laws of the State of Colorado and the United States of America which apply to the City.

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Section 3-9. Power to Make Contracts

The Council may enter contracts and leases on behalf of the Municipal Government by ordinance only. All written contracts, to which the Municipal Government is a party, shall be approved as to form by the City Attorney.

Nothing shall prevent making of contracts or spending of money for capital improvements to be financed in whole or in part by issuance of bonds, nor making of contracts of lease or for services for a period exceeding the budget year in which such contract is made.

Section 3-10. Independent Audits

The Council shall contract with or employ an independent practicing individual or firm, permitted to practice public accounting under general law and of known standing, to perform an annual general audit of municipal government and such other periodic post audit as the Council may determine. Such audits shall include:

a. Post auditing all financial records and transactions of the Municipal Government at length or by test checks;

b. Verifying general financial statements and existence and amounts of the assets and liabilities of the Municipal Government;

c. Recommending to the **City Manager** [Mayor] the scope, form, and content of the financial records to be kept by all agencies in order to permit a proper post audit.

d. Reporting deficiencies to proper officials for administrative, civil or criminal action;

e. A condensed financial statement, including findings and recommendations of the auditors, to be published annually.

Section 3-11. City Clerk

The City Council [Mayor] shall appoint the City Clerk**, subject to Council confirmation**, who shall act as Clerk of the Council. The City Clerk shall give notice of council meetings, keep a journal of its proceedings, authenticate by [his] **his/her** signature and record in full in the book kept for the purpose, all ordinances and resolutions and shall perform such other duties as shall be required by this Charter or by ordinance.

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Section 3-14. Surety Bonds

The Council shall require the **City Manager**, the Director of Finance and such other employees transacting financial business of the City to furnish bonds with such surety and in such amounts as the Council may determine.

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Section 3-21. Disposition of Ordinances

The President of the Council shall sign all ordinances approved by the Council, both on the ordinance itself and in the ordinance record. The City Clerk shall present all ordinances approved by the Council to the **City Council President** [Mayor] within forty-eight (48) hours of final passage**.** [If the Mayor approves the ordinance as passed by the Council, he or she shall sign it within five (5) days after receiving it. If the Mayor disapproves, the ordinance shall be returned to the Council within five (5) days after with the Mayor's objections in writing. If then five (5) of the Council members vote to pass the same over the Mayor's veto at the next regular meeting of Council, it shall become an ordinance notwithstanding the objections of the Mayor. If the Mayor does not return the ordinance with written objections within the time specified, it shall take effect as if the Mayor had approved it. Ordinances shall be signed by both the Mayor and the President of the Council or the President of the Council in case of veto override; both on the

ordinance itself and in the ordinance record.] All ordinances of Pueblo shall be indexed by subject by the City Clerk in a book kept for that purpose which shall be a public record.

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ARTICLE 4
[Mayor]City Manager

Section 4-1. Appointment

The Council shall hire a City Manager who shall be the Executive Head of the Municipal Government. The Council shall fix his/her salary at such amount as it shall approve. He/she shall be appointed based on administrative and executive qualifications with special reference to his/her actual experience in and his/her knowledge of accepted practice in respect to the duties of his/her office as hereafter set forth. At the time of his/her appointment the City Manager need not be a resident of the City of Pueblo or State of Colorado, but during his/her tenure of office he/she shall reside within the City of Pueblo within 6 months of hire. No Councilor shall be appointed to the position of City Manager or any position in the Classified or Unclassified Service of the City during the term for which the councilor shall have been elected nor within one year after the expiration of his term.

Section 4-2. Absence of City Manager

To perform duties during temporary absence or disability, the City Manager shall designate by letter, filed with the City Clerk, a qualified administrative city employee. In the event of failure by the City Manager to make such a designation, the Council may, by resolution, appoint a qualified administrative city employee to perform the duties of the City Manager until return, or disability shall cease.

Section 4-3. Removal of City Manager.

The Council shall appoint the City Manager for an indefinite term and may remove him/her by majority vote of its members. At least thirty (30) days before such removal shall become effective, the Council shall by majority vote of its members, adopt a resolution stating the reasons for his/her removal. Upon removal of the City Manager, the Council shall in any case cause to have paid him/her forthwith any unpaid balance of his/her salary for the current month and his salary for the next calendar month following adoption of the resolution.

Section 4-4. Council

Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager and neither the Council nor

any member thereof shall give orders to any subordinates of the City Manager either publicly or privately.

The City Manager shall:

a. Be responsible for enforcement of the laws and ordinances of the City;

b. Except as such powers may be specifically otherwise designated herein, have power to appoint, suspend and remove heads or directors of all bureaus, departments, and city employees; suspension or dismissal of the head or director of a bureau or department must be by written statement giving the reasons for such action, a copy of which must be delivered to the person concerned; all appointments shall be based upon merit and fitness alone, provided however, that in the Classified Service all appointments, suspensions and removals shall be subject to the Civil Service and personnel provisions of the Charter of Pueblo. The power to appoint heads or directors of all bureaus and departments shall be subject to Council confirmation.

c. Except as herein otherwise provided, exercise supervision and control over all executive and administrative departments and agencies created herein or that may be hereafter created by the Council; Each Department shall be headed by a Director, recommended by the city manager, and appointed by the city council with the majority vote. Two or more departments may be headed by the same individual. Directors of departments may also serve as chiefs of divisions. All persons appointed as Directors of Bureaus or Departments shall be selected on the basis of their training, experience, qualifications and fitness for the particular job to be performed. Consideration shall be given to persons already employed in the respective department at the time of the appointment. Appointments shall be subject to Council confirmation. The city manager shall have power, whenever the interest of the City requires, to assign any employee of one department to temporary performance of similar duties in another department.

d. Prepare the Budget annually and submit it to the Council and be responsible for its administration after adoption. Direct the Financial Director to prepare annual budget. City Manager and Finance shall present to council for approval, and both are responsible for its administration and after adoption as directed by council.

e. Prepare a written state of the City report annually, which report shall be filed with the City Clerk by the first Tuesday in February and made a part of the permanent records of the City and available to the public. Such report shall be submitted to the Council as of the end of the fiscal year, a complete report on finances and administrative activities of the City for the preceding year and the future needs of the City and make written or verbal reports to the Council at any time required by it as to any particular matter relating to the affairs of the City within their supervision.

f. Keep the Council advised of the financial condition and future needs of the City and make such recommendations to the Council for adoption as he may deem necessary or expedient.

g. Be responsible for enforcement of all terms and conditions imposed in favor of the City or its inhabitants in any contract or public utility franchise and upon knowledge of any violation thereof, report the same to the Council for such action and proceedings as may be necessary to enforce the same.

[Section 4-1. Election of Mayor

The Mayor shall meet the qualifications for elective officer on the date of filing of the declaration of candidacy for the office of Mayor. The Mayor shall be elected by the qualified electors of the City.

Section 4-2. Mayor's Term

The term of Mayor, unless sooner recalled or removed, shall begin on the second Tuesday in January of the year following election and shall be for four years or until a successor is duly elected and qualified. After having served two consecutive terms, the incumbent Mayor shall be ineligible to hold office thereafter.

Section 4-3. Powers

The executive branch of the City government is created. The office of Mayor is created. The Mayor shall control and direct the executive branch. The Mayor is authorized to delegate executive and administrative power within the executive branch. The Mayor shall be the chief executive officer with all executive and administrative powers of the City, except as otherwise provided in this Charter. The Mayor is the official head of the City for all ceremonial purposes. The Mayor shall devote full-time and attention to the performance of the duties of office the position and shall hold no other paid public or private employment.

Section 4-4. Duties of Mayor.

The Mayor shall:

a. Be responsible for enforcement of the laws and ordinances of the City;

b. Except as such powers may be specifically otherwise designated herein, have power to appoint, suspend and remove heads or directors of all bureaus, departments, and city employees; suspension or dismissal of the head or director of a bureau or department must be by written statement giving the reasons for such action, a copy of which must be delivered to the person concerned; all appointments shall be based upon merit and fitness alone, provided however, that in the Classified Service all appointments, suspensions and removals shall be subject to the Civil Service and personnel provisions of the Charter of Pueblo. The power to appoint heads or directors of all bureaus and departments shall be subject to Council confirmation.

c. Except as herein otherwise provided, exercise supervision and control over all executive and administrative departments and agencies created herein or that may be

hereafter created by the Council; Each Department shall be headed by a Director, recommended by the city manager, and appointed by the city council with the majority vote. Two or more departments may be headed by the same individual. Directors of departments may also serve as chiefs of divisions. All persons appointed as Directors of Bureaus or Departments shall be selected on the basis of their training, experience, qualifications and fitness for the particular job to be performed. Consideration shall be given to persons already employed in the respective department at the time of the appointment. Appointments shall be subject to Council confirmation. The city manager shall have power, whenever the interest of the City requires, to assign any employee of one department to temporary performance of similar duties in another department.

d. Prepare the Budget annually and submit it to the Council and be responsible for its administration after adoption. Direct the Financial Director to prepare annual budget. City Manager and Finance shall present to council for approval, and both are responsible for its administration and after adoption as directed by council.

e. Prepare a written state of the City report annually, which report shall be filed with the City Clerk by the first Tuesday in February and made a part of the permanent records of the City and available to the public. Such report shall be submitted to the Council as of the end of the fiscal year, a complete report on finances and administrative activities of the City for the preceding year and the future needs of the City and make written or verbal reports to the Council at any time required by it as to any particular matter relating to the affairs of the City within their supervision.

f. Keep the Council advised of the financial condition and future needs of the City and make such recommendations to the Council for adoption as he may deem necessary or expedient.

g. Be responsible for enforcement of all terms and conditions imposed in favor of the City or its inhabitants in any contract or public utility franchise and upon knowledge of any violation thereof, report the same to the Council for such action and proceedings as may be necessary to enforce the same.

h. Appoint the Deputy Mayor subject to Council confirmation:

i. Appoint the members of city boards and commissions pursuant to Section 2-5

j. Recommend to the Council such measures and ordinances as he or she may deem necessary or expedient, and to make such other recommendations to the Council concerning the affairs of the City. as the Mayor finds desirable:

k. Participate in discussions of the Council in an advisory capacity_have the right to attend and be heard at any regular, special, open or closed session meeting of the Council, but not the right to vote at such meetings:

l. Perform such other duties as may be prescribed by this Charter.

m. Faithfully execute and comply with all laws, ordinances, and regulations of the City and all laws of the State of Colorado and the United States of America which apply to the City.

Section 4-5. Deputy Mayor

The Mayor shall designate a member of the cabinet, as the term is defined in Section 4-6 of this Charter, to be the Deputy Mayor. The designation shall be filed with the City Clerk. The designation shall be valid for one (1) year unless a vacancy in the office occurs, in which case the Mayor shall appoint another member of the cabinet to be the Deputy Mayor. The Deputy Mayor shall serve at the pleasure of the Mayor.

Section 4-6. Administrative Departments - Mayor's Cabinet

There shall be the following Departments: Aviation, Finance, Fire, Health, Law, Parks and Recreation, Personnel, Police, Public Works, and Purchasing. and such others as may be established by ordinance. upon the recommendation of the City Manager. The Mayor's cabinet shall be composed of the directors of the Departments and such other Departments as may be established by ordinance upon the recommendation of the Mayor.

Section 4-7. Directors of Departments

Each Department shall be headed by a Director, recommended by the appointed the Mayor city manager, and appointed by the city council with the majority vote. Directors shall serve at the pleasure of the Mayor.

All persons appointed as Directors of Bureaus or Departments shall be selected on the basis of their training, experience, qualifications and fitness for the particular job to be performed. Consideration shall be given to persons already employed in the respective department at the time of the appointment. Appointments shall be subject to Council confirmation.

Two or more departments may be headed by the same individual; the Deputy Mayor must head one or more departments. Directors of departments may also serve as chiefs of divisions.

Section 4-8. Departmental Divisions

The work of each department may be distributed among such divisions thereof as may be established by ordinance upon recommendation of the Mayor or by regulations issued by the Mayor, pending passage of such an ordinance.

Section 4-9. Assignment of Employees

The Mayor shall have power, whenever the interest of the City requires, to assign any employee of one department to temporary performance of similar duties in another department.

Section 4-10. Action on Ordinances

Upon presentation of all ordinances approved by the Council to the Mayor in accordance with Section 3-21 of this Charter, the Mayor shall:

a. Sign such ordinance within five (5) days if he or she approves; or

b. Return such ordinance to the Council within five (5) days if he or she disapproves, with the Mayor's objections in writing.
[If then five (5) of the Council members vote to pass the same over the Mayor's veto, it shall become an ordinance notwithstanding the objections of the Mayor. If the Mayor does not return the ordinance with written objections within the time specified, it shall take effect as if the Mayor had approved it.

Section 4-11. Vacancy in the Office of Mayor - Succession of Acting Mayor

In the event a vacancy occurs in the office of Mayor, the Deputy Mayor shall resign his or her office and shall become acting Mayor; except that if the Deputy Mayor refuses or is unable to discharge the duties of the office of Mayor, the person shall not resign as a Director; and the office shall be filled by appointment of the Council.

Any person appointed to fill a vacancy in the office of Mayor shall have the qualifications required of persons regularly elected and shall hold the office until the next general municipal election or special run-off election, when the vacancy shall be filled by election according to law and until his or her successor is qualified. The term of office of any person filling the vacancy in the office of Mayor shall terminate at the expiration of the term during which the vacancy occurred.**]**

ARTICLE 5
Municipal Court

Section 5-1. Municipal Court

There shall be a Municipal Court vested with exclusive original jurisdiction of all causes arising under the Charter and the ordinances of the City of Pueblo. The **[**Mayor**]** **City Council** shall appoint, **by majority vote** **[**subject to Council confirmation**]**, as many Municipal Judges as may be required to conduct the affairs of the Municipal Court. Municipal Judges shall be attorneys admitted to practice law in Colorado. Each Municipal Judge shall be appointed by the **[**Mayor**]** **Council** for a term of two years and may be removed by the **[**Mayor**]** **Council** for cause. The **[**Mayor**]** **Council** shall designate one Judge to be the presiding Judge, who shall act as Municipal Court Administrator and who shall supervise all Court personnel. The Judges shall receive such compensation as shall be fixed by the Council. In the absence of any Judge, the presiding Judge may designate a reputable attorney to serve in the place of the absent Judge.

Term of Municipal Court and local rules of procedure shall be enacted by the Council upon recommendation of the Municipal Judges.

ARTICLE 6
Department of Law

Section 6-3. Institution of Suits

When directed by [the Mayor in writing or by] the Council, the City Attorney shall institute or defend any suit, action, or proceeding on behalf of the Municipal Government or an agency.

Section 6-4. Notice of Personal Injuries

Before the Municipal Government shall be liable for damages to a person injured on a street, avenue, alley, sidewalk, public place or way, the person so injured, or someone in his behalf, shall notify the Municipal Government within the time period, and manner required by the laws of the State of Colorado **and within sixty (60) days after receiving the injuries, shall notify the City Manager in writing, stating fully the time, place, circumstances, and extent of injuries**.

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ARTICLE 7
Finance Administration

Part I - Budget

Section 7-2. Submission of the Budget

Not later than the first regular meeting of the Council in October of each year, the [Mayor] **City Manager** shall submit to the Council:

a. An annual or current expense budget, hereafter referred to as the "Budget", which shall be a complete financial plan for the ensuing fiscal year, consisting of the budget proper and the budget message.

b. A capital budget.

Section 7-3. Scope of Annual Budget

The Budget shall contain:

a. An estimate of all revenue cash receipts anticipated from sources other than the tax levy of the ensuring fiscal year;

b. An estimate of the General Fund cash surplus at the end of the current fiscal year or of the deficit to be made up by appropriation;

c. The estimated expenditures necessary for operation of the several department, offices and agencies of the City;

d. Debt service requirements for the ensuring fiscal year;

e. An estimate of the sum required to be raised by the tax levy for the ensuring fiscal year, and the rate of levy necessary to produce such sum based on a percentage of collection not exceeding the lowest percentage of current levy collection experienced during the three preceding complete fiscal years;

f. A balanced relation between total estimated expenditures and total anticipated revenue cash receipts, taking into account the estimated General Fund cash surplus or deficit at the end of the current fiscal year.

All estimates shall be in detail showing revenues by sources and expenditures by organizational units, activities, character and object. The Budget shall be so arranged as to show comparative figures for receipts and expenditures for at least two prior years and for the current year and the **[**Mayor's**]** **City Manager's** recommendations for the ensuring year. The Budget may provide an additional amount as a reserve to meet and care for expenditures to be made from such fund during the months of January to April in the year following the year for which the Budget and Appropriation Ordinance shall apply.

Section 7-4. The Budget Message

The budget message shall contain the recommendations of the **[**Mayor**]** **City Manager** concerning the fiscal policy of the City, a description of the important features of the budget plan, an explanation of all major increases or decreases in budget recommendations as compared with prior years, and a summary of the proposed budget showing comparisons similar to those required in the budget proper, itemized by principal sources of revenue and the main items of expenditure.
Section 7-5. Departmental Estimates - The Head of each department, office or agency shall submit to the **[**Mayor**]** **City Manager**, at such date as the **[**Mayor**]** **City Manager** shall determine, estimates of revenue and expenditure for that department, office, or agency. Such estimates shall be submitted upon forms furnished by the **[**Mayor**]** **City Manager** and shall contain all information which **[**he**]** **may be** **[**require**]** **required**. The form submitted shall include data regarding expenditures of the last fiscal year and estimates of expenditures to be required for the current fiscal year. The **[**Mayor**]** **City Manager** shall review the estimates and in preparing the Budget may revise them as **[**he or she may deem**]** **deemed** advisable**.**

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Section 7-8. Budget - A Public Record

The Budget shall be a public record in the office of the City Clerk and shall be open to public inspection, and sufficient copies shall be made available for the use of the Council and the public, the number of copies to be determined by the [Mayor] **City Manager**.

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Section 7-12. Work Program and Allotments

After the annual appropriation has been adopted and before the beginning of the fiscal year the head of each department, office or agency shall submit to the [Mayor] **City Manager** in such form [as he shall prescribe] **as prescribed**, a work program which shall show the requested allotments of the appropriations for such department, office or agency for the entire fiscal year by monthly or quarterly periods as the [Mayor] **City Manager** may direct. Before the beginning of the fiscal year the [Mayor] **City Manager** shall approve with such amendments as [he] shall [determine] **determined by the City Manager**, the allotments for each such department, office, or agency, and shall file the same with the Director of Finance, who shall not authorize any expenditure to be made from any appropriation except on the basis of approved allotments. The aggregate of such allotments shall not exceed the total appropriation available to said department, office, or agency for the fiscal year. An approved allotment may be revised during the fiscal year in the same manner as the original allotment was made. If at any time during the fiscal year the [Mayor] **City Manager** shall ascertain that the revenue cash receipts for the year, plus General Fund cash surplus from the preceding year, will be less than the local appropriations**,** [he or she] **the City Manager** shall reconsider the work programs and allotments of the several departments, offices and agencies, and revise the allotments so as to forestall the incurring of a deficit.

Section 7-13. Transfers of Appropriations

[The Mayor] **City Manager** may at any time transfer any unencumbered appropriation balance or portion thereof from one classification of expenditure to another within the same department, office, or agency. At the request of the [Mayor] **City Manager** the Council may by resolution transfer any unencumbered appropriation balance or portion thereof from one department, office, or agency to another.

Section 7-14. Additional Appropriations

Appropriations in addition to those contained in the Budget shall be made only on the recommendation of the [Mayor] **City Manager** and only if the Director of Finance certifies that there is available a cash surplus sufficient to meet such appropriations, provided that this limitation shall not apply to meeting a public emergency threatening the lives, health,

or property of citizens; provided that such an emergency appropriation shall require a majority vote of the Council membership [and the concurrence of the Mayor].

. . .

Section 7-16. Capital Budget

As a part of the budget message or as a separate report attached thereto the [Mayor] **City Manager** shall present a program, previously considered by the Planning and Zoning Commission as provided in this Charter or proposed capital projects for the ensuing fiscal year and for four (4) fiscal years thereafter. Estimates of the cost of such projects shall be submitted by each department, office or agency annually in the same manner as estimates of other budgetary requirements are prepared for the [Mayor] **City Manager**. The [Mayor] **City Manager** shall recommend to the Council those projects to be undertaken during the ensuing fiscal year and the method of financing the same. The Council may levy annually a tax of not more than two (2) mills to be assessed upon the valuation within the City at the same time as the regular annual taxes for city expenses, for the benefit of a fund to be known as the "Capital Improvement Fund" established for the purpose of paying the cost of capital improvements for which the City is authorized by this Charter to issue bonds and for no other purpose. The proceeds of such levy shall be kept by the Director of Finance in a special account until invested as authorized by the Council subject to existing laws. The Council shall have power to transfer from time to time to the Capital Improvement Fund any portion of the General Fund surplus not otherwise appropriated. Appropriations for construction or other permanent improvements, from the Capital Improvement Fund shall not lapse until the purpose for which the appropriation was made shall have been accomplished or abandoned, provided any project shall be deemed to have been abandoned if three (3) fiscal years elapse without expenditure from the encumbrance of the appropriation therefor. Any unappropriated balance in the Capital Improvement Fund may be transferred by the Council for payment of outstanding bonded indebtedness of the City. Provisions of this Section shall be subject to and carried out in accordance with the Constitution and the laws of the State of Colorado.

Part II - Department of Finance

Section 7-18. Director of Finance - Powers and Duties

The Director of Finance, under jurisdiction of the [Mayor] **City Manager**, shall have charge of administration of the financial affairs of the City and to that end he shall have authority and shall be required to:

a. Compile the current expense estimates for the Budget of the City;

b. Compile the capital estimates for the Annual Budget in compliance with recommendations of the Planning and Zoning Commission;

c. Supervise and be responsible for disbursement of all monies to ensure that budget appropriations are not exceeded, or payments illegally made;

d. Maintain a general accounting system for the City Government and each of its offices, departments and agencies; keep books for and exercise financial budgetary control over each office, department and agency; keep separate accounts for items of appropriation contained in the City Budget, each of which accounts shall show the amount of the appropriation, the amounts paid therefrom, the unpaid obligations against it and the unencumbered balance; require reports of receipts and disbursements from each receiving and spending agency of City Government to be made daily or at such intervals as he may deem expedient;

e. Submit monthly to the [Mayor and] Council a statement of all accounts and funds, including trust and custodial funds, showing receipts and disbursements in sufficient detail to show the exact financial condition of the City, and release same for public information;

f. Prepare, as of the end of each fiscal year, a complete financial statement and report;

g. Prepare tax maps and give such notice of taxes and special assessments as may be required by law;

h. Receive from the County Treasurer all funds due the City from taxes, special assessments, and other items which are collected for the City by said County Treasurer. To collect such other taxes, special assessments, license fees and other revenues of the City or for whose collection the City is responsible and receive all money receivable by the City from the state or federal government, or from any court, or from any office, department or agency of the City, or any other agency or office which is not now in existence but which may in the future be created or provided for;

i. Have custody of all public funds belonging to or under the control of the City, or any office, department or agency of the City Government, and deposit or invest all funds coming into his hands as shall be designated by resolution of the Council, subject to the requirements of law as to surety and payment of interest on deposits or investments. All interest shall be the property of the City and shall be accounted for and credited to the proper account;

j. Have custody of all investments and invested funds of the City Government, or in possession of such government in a fiduciary capacity, and have the safekeeping of all bonds and notes of the City and the receipt and delivery of city bonds and notes for transfer, registration or exchange;

k. Unless he shall certify that there is a balance of appropriation for proposed expenditure and available funds, no expenditure shall be made.

Section 7-19. Accounting - Supervision and Control

The Director of Finance shall have power and shall be required, under jurisdiction of the [Mayor] **City Manager** to:

a. Prescribe the forms of receipts, bills, vouchers, or claims to be used by all offices, departments, and agencies of the City Government.

b. Examine all contracts, orders and other documents by which the City Government incurs financial obligations, having previously ascertained that monies have been appropriated and allotted and will be available when the obligation shall become due and payable; and audit and approve before payment all bills, invoices, payrolls and other evidence of claims, demands or charges against the City Government and with the advice of the City Attorney determine the regularity, legality and correctness of such claims, demands or charges.

. . .

Part IV – Purchases

Section 7-28. Purchases

There shall be established a Department of Purchases and Supplies, the Director of which shall be the City Purchasing Agent, under jurisdiction of the [Mayor] **City Manager**. Pursuant to rules and regulations established by ordinance, the Purchasing Agent shall contract for and purchase all supplies, materials, equipment, and contractual services required by any department, office, or agency of the City Government. [He] **The Purchasing Agent** shall have the following powers and duties:

a. To establish and enforce with approval of **t**he [Mayor] **City Manager** and after consultation with the directors of the departments concerned, standard specifications for all supplies, materials and equipment required by the City Government;

b. To prescribe the time of making requisitions for such supplies, materials and equipment, and the future period which said requisitions are to cover;

c. To inspect, or cause to be inspected, all deliveries of such supplies, materials and equipment, and to cause tests to be made when necessary in order to determine their quality and conformance with the specifications;

d. To supervise and control such central storerooms as the Council may provide by ordinance to serve the several departments, offices or agencies;

e. To supervise transfer of materials, supplies and equipment between departments or agencies, as needed, after consultation with the department or agency heads concerned;

f. To sell those surplus articles no longer of use to the Municipality before their value is lost through obsolescence, deterioration or spoilage, and to sell all scrap metals, materials or equipment. At each sale a number of prospective buyers shall be asked to

quote prices by sealed bids and such articles shall be sold to the highest bidder, or the Purchasing Agent may reject all bids;

g. To create and maintain a record of non-expendable property owned by the City of Pueblo. The Equipment-Owned Record is to cover only those items of movable equipment having the following characteristics:

(1) Having a unit cost in excess of $50.00, and such other items as the Purchasing Agent may prescribe;

(2) Shall include only those items of equipment not carried as a regular stock item in the city storerooms;

h. To mark, or cause to be marked, with identification or number, all equipment owned by the City of Pueblo to prevent misuse thereof;

i. To purchase at the expense of the City, Surety Bonds for all officers and employees of the City required by law or ordinance to furnish such bonds to the City, and insurance of such types against liability, loss or damage on the part of the City or its property as the Council, upon recommendation of the **[**Mayor**]** **City Manager**, may authorize, and be responsible for collection of insurance benefits and other matters relating to the administration of the City's insurance.

. . .

Section 7-32. Contracts for City Improvement

Any city improvements except those performed directly by a city department or in special or local improvement districts shall be contracted for as follows: The Purchasing Agent shall, on the basis of specifications prepared by the Department of Public Works and approved by the Director of the department concerned and the **[**Mayor**]** **City Manager**, advertise for and receive bids for any public work or improvement and shall open and tabulate same and present the results to a Committee of Awards consisting of the **[**Mayor**]** **City Manager**, the Director of Public Works and the Head of the department, division or agency concerned. The Committee of Awards shall have the following alternatives:

a. Accept the lowest bid and recommend to the council that it authorize the work or improvement to be performed. (See section 7-29);

b. Reject all bids and order the Purchasing Agent to readvertise for bids;

c. Abandon the project.

. . .

ARTICLE 8
Personnel Administration

Section 8-2. Director – Duties

The Director of Personnel and the Civil Service Commission shall have authority and be required to prepare and recommend to the City Council, through the **[**Mayor**]** **City Manager** such rules as may be considered necessary, appropriate, or desirable to carry out the provision of this Article and perform such other duties as may be required by this Charter, by ordinance, or by the **[**Mayor**]** **City Manager**.

. . .

Section 8-5. Unclassified and Classified Service

Employment in the City shall be divided into Unclassified and Classified service.

a. The Unclassified Service shall comprise and consist of the following offices:

(1) Members of the City Council and other elective officers, and persons appointed to fill vacancies in elective offices;

(2) The City Clerk;

(3) The **[**Mayor, Deputy Mayor, and Assistant Deputy Mayors if any;**]** **City Manager, and Assistant Managers if any;**

(4) The Directors and Heads of Bureaus and Departments;

(5) One Private Secretary to the **[**Mayor**]** **City Manager;**

(6) members of Boards and Commissions in the Municipal Service except those specifically provided for in other sections of the Charter;

(7) Persons employed to make or conduct a special inquiry, investigation, examination, or installation, if the Council or the **[**Mayor**]** **City Manager** certifies that such employment is temporary, and that the work should not be performed by employees in the Classified Service.

(8) Municipal Judges;

(9) City Attorneys;

(10) The Post-Auditor appointed by the Council;

(11) Persons performing service to the City without compensation from the City;

(12) Police Surgeon;

(13) Part-time Employees. (A part-time employee is defined as follows: No such person shall work more than the equivalent of eight months in any year in such temporary, part time, incidental or emergency status.)

b. The Classified Service shall comprise all positions not specifically included by this section in the Unclassified Service, and shall be subject to Civil Service.

. . .

Section 8-8. Pay Schedule

There shall be prepared and maintained by the Director of Personnel a Uniform Schedule of Pay in the Classified Services, which shall be approved by the **[**Mayor**]** **City M<u>anager</u>**. The **[**Mayor**]** **<u>City Manager</u>** shall then submit the Pay Schedule to the City Council and such schedule shall take effect when approved by the City Council, except that, the Pay Schedule for employees in the Classified Service who are represented by a sole and exclusive collective bargaining agent shall be determined in accord with Section 8-14 of this Charter. The adoption of a Pay Schedule, including provisions relating to wages and hours and classification of positions in the Classified Service, and all details relating thereto is hereby specifically declared to be an Administrative Act or function of the **[**Mayor and**]** City Council and shall not be subject to the initiative and referendum provisions of the Charter, except as is otherwise provided in Section 8-14.

. . .

Section 8-11. Establishment of Retirement Plans

The Director of Personnel may cause to have prepared a retirement and disability plan or plans. Retirement funds may be administered by the Department of Finance. The Directors of Personnel and of Finance shall collaborate in continuous study of pension benefits and costs and shall provide for actuarial studies of costs of such plans. They shall report their findings and recommendations to the **[**Mayor**]** **<u>City Manager</u>**, the Council, and the public. No benefit plan shall be established or shall any increases in existing plans be provided except pursuant to such studies and recommendations. Any benefit plan shall be established on a jointly contributory basis with the employees and the City sharing the cost.

. . .

ARTICLE 9
Department of Fire

Section 9-1. Department Created

There is hereby created a Department of Fire, the Director of which shall be the Fire Chief. Personnel in the Department shall include Assistant Fire Chiefs, Captains, Engineers, Operators, and other employees of such rank and grade as the [Mayor] **City Manager** and Council may deem necessary for public safety, provided such employees shall be subject to provisions of Sections 87 and 8-10.

. . .

Section 9-3. Fire Chief

The Fire Chief shall be in direct command of the Department of Fire. He shall assign all members of the Department to their respective posts, shifts, details, and duties. He shall make rules and regulations with the approval of the [Mayor] **City Manager** and in conformity with the ordinances and resolutions of the City, concerning the operation of the Department and the conduct of all employees thereof. He shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property used by the Department. The Chief shall, subject to approval of the [Mayor] **City Manager** and Council, have further power to make regulations with force of law, implementing and giving effect to the laws and ordinances and resolutions relating to fire prevention and fire safety.

ARTICLE 10
Department of Police

Section 10-1. Department Created

There is hereby created a Department of Police, the Director of which shall be the Chief of Police. Personnel in the Department shall include Captains, Detective Sergeants, Patrolmen, Matrons, and other employees of such rank and grade as the [Mayor] **City Manager** and Council may deem necessary for public safety, provided such employees shall be subject to provisions of Sections 8-7 and 8-10.

Section 10-2. Functions of Department

The Department of Police shall be responsible for the preservation of public peace, prevention of crime, apprehension of criminals, protection of the rights of persons and property and the enforcement of the laws of the State, and the ordinances of the City as provided by this Charter and all rules and regulations made in accordance therewith, and such other functions as the [Mayor] **City Manager** and Council may prescribe for public safety. All members of the Department shall have all powers with respect to the service of criminal process and the enforcement of criminal laws as are vested in police officers by the general statutes.

Section 10-3. Chief of Police

The Chief of Police shall be in direct command of the Department of Police. He shall assign all members of the Department to their respective posts, shifts, details, and duties. He shall make rules and regulations with approval of the **[**Mayor**]** **City Manager** and in conformity with the ordinances and resolutions of the City, concerning the operation of the Department and conduct of all employees thereof. He shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property used by the Department.

. . .

ARTICLE 12
Public Works

Section 12-5. Powers and Duties

The City Planning and Zoning Commission shall have authority to prepare and submit to the Council for its approval a master plan for the physical development of the City, including the general location, character and extent of streets, bridges, parks, waterways and other public ways, grounds and spaces, together with the general location of public buildings and other public property, public utilities, and the extent and location of any public housing or slum clearance projects. The Commission shall recommend such modifications of said plan, from time to time, as it deems in the City's interest. All plats of proposed subdivisions presented to the Council for approval shall be submitted to the City Planning and Zoning Commission, which shall make recommendations to the Council with respect thereto. The Commission shall submit annually to the **[**Mayor**]** **City Manager,** not less than ninety days prior to the beginning of the budget year, a list of recommended capital improvements which in the opinion of the Commission are necessary or desirable to be constructed during the forthcoming six-year period. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.

. . .

ARTICLE 13
Department of Parks and Recreation

Section 13-3. Powers and Duties

The Director of Parks and Recreation shall be responsible for the efficiency, discipline, and good conduct of the Department and for the care and custody of all property of the City entrusted to the Department. He shall be responsible for the performance of all functions of the Department.

The construction and reconstruction of all parks, playgrounds, and recreation facilities shall be vested in the Department of Public Works. The specific determination of the functions relating to such construction and reconstruction the Department of Public Works shall be made by the [Mayor] **City Manager.**

Section 13-4. Rules and Regulations

On recommendation of the Director of Parks and Recreation to the [Mayor] **City Manager**, the Council shall have power by ordinance to adopt all needful rules and regulations relating to properties and related facilities under supervision of the Parks and Recreation Department, whether inside or outside the City, and for the preservation of order, safety, and decency therein. For the purpose of enforcing such rules and regulations, all such properties shall be under the police jurisdiction of the City. Any member of the police force of the City, or park employee appointed as a special policeman, shall have power to arrest without warrant on all such properties any person who has violated any such rule or regulation or committed an offense therein.

ARTICLE 14
Department of Aviation

Section 14-1 Department Created

There is hereby created a Department of Aviation, the head of which shall be the Director. The Department shall be responsible for such functions as shall be determined by ordinance **or resolution** of the City Council.

. . .

ARTICLE 17
Elections

Section 17-2. Municipal Elections

A general municipal election shall be held on the first Tuesday in November of each odd number year [, except that the first Mayoral election shall be held as provided in Section 20-3]. Special municipal elections shall be held in accord with the provisions of this Charter.

[To be elected Mayor, a qualified candidate shall have received a majority of the votes cast for such office. If no candidate receives a majority of the votes cast, a special run-off election shall be held on the first Tuesday in the month following. If a run-off election is required, the two (2) persons with the highest number of votes cast for the office shall appear on the ballot as candidates. Notwithstanding, the Council, by ordinance, may designate an alternative method of run-off election.]

. . .

ARTICLE 20
Transitional Provisions

[Section 20-1. Status of Transitional Provisions

The purpose of this Article is to provide for an orderly transition from the Council- Manager government to a Mayor-Council government under provisions of this Charter Amendment. Such Article shall constitute a part of this Charter only to the extent and for the time required to accomplish that end.

Section 20-2. Reorganization Period

The period from the passage of this Charter Amendment to the first mayor taking office shall be known as the reorganization period. During the reorganization period from the mayor-council government to the City Council – City Manager form of government all officers and employees shall proceed with due diligence to effectuate the provisions of this Charter Amendment, which will take effect immediately with majority vote of the registered electors of the City of Pueblo. The Council, upon recommendations of the int and in accordance with Article 7, shall adopt a budget and appropriations ordinance for the year 2018 that effectuates the orderly transition. The Council and the City Manager shall, in cooperation with the Mayor-elect, designate the succession of organization units, employees, and allocate equipment and space.

Section 20-3. First Election Under Charter Amendment

The first Mayor to take office in accordance with this Charter Amendment shall be elected at a municipal election to be held on November 6, 2018 for a term expiring on the second Tuesday in January 2024. Thereafter, the Mayor's term and election shall be in accordance with Article 17 and Section 4-2.

Section 20-4. Present City Manager to Continue in Office

The City Manager in office at the time of the adoption of this Charter shall continue at the same rate of pay to serve and carry out the functions, power, and duties of the office until the first Mayor elected under this Charter Amendment takes office.] The office of mayor, deputy mayor and chief of staff will be immediately dissolved. The council shall consult with staff and appoint an interim city manager for a smooth transition of power.

Section 20-5. Status of Employees or Officers

The status of employees and officers not specifically affected by this Charter Amendment shall remain unchanged. Accrued liabilities prior to the first Mayor taking office, including any benefits payable to employees and officers, shall remain a liability to the Municipal Government as if the Council-Manager form of government remained.

Section 20-6. Retirement Plans

This Charter Amendment shall not affect any contractual relationships existing on the effective date of this Charter Amendment between the Municipal Government and any officers or employees by reason of any retirement plans in effect.

Section 20-7. Local Improvements

Local Improvements not completed on the effective date of this Charter Amendment shall be governed by prior existing provisions of this until completed by the last Charter. as amended.

Section 20-8. Outstanding and Authorized Bonds

The provisions of this Charter Amendment shall not affect municipal bonds outstanding on the effective date of this Charter Amendment. Bonds authorized at an election held prior to the effective date of this Charter may be issued in accordance with the provisions of this Charter and when so issued shall be the lawful and binding obligations of the municipal government in accordance with their import.

Section 20-9. Saving Clause

This Charter Amendment shall not affect any suit pending in any court or any document heretofore executed in connection therewith. Nothing in this Charter Amendment shall invalidate any existing contracts between the municipal government and individuals, corporations, or public agencies.

Section 20-10 Severability Clause

The words, phrases, sentences, paragraphs, sections, and articles of this Charter Amendment shall be considered to be severable, so that if any word, phrase, sentence, paragraph, section, or article, or its application to any person or circumstance, is superseded by state law or held invalid, the remainder of the particular phrase, sentence, paragraph, section, or article, or the application thereof to other persons or circumstances, shall not be deemed affected.**]**

Section 20-1. Reorganization Period

The period from the passage of this Charter Amendment shall be known as the reorganization period. During the reorganization period to a City Council – City Manager form of government all officers and employees shall proceed with due diligence to effectuate the provisions of this Charter Amendment, which will take effect immediately with majority vote of the registered electors of the City of Pueblo. City Council will immediately appoint an interim City Manager by majority council vote. The interim position shall be a current city employee capable of completing duties until the permanent appointment is made through proper personnel procedures, and majority vote by council.

Section 20-2. Status of Employees and Officers

Employees occupying, or to be transferred to a position to be placed in the Classified Service by executive order shall be included in the Classified Service with a qualifying examination as of the date fixed in the executive order which classifies the position. This date shall in no case be later than July 1, 1954. The status of employees and officers not specifically affected by this Charter Amendment shall remain unchanged and, liabilities including any benefits payable to employees and officers, shall remain a liability to the Municipal Government.

Section 20-3. Local Improvements

Local Improvements not completed on the effective date of this Charter Amendment shall be governed by prior existing provisions of this until completed by the last Charter. as amended.

Section 20-4. Retirement Plans

This Charter Amendment shall not affect any contractual relationships existing on the effective date of this Charter Amendment between the Municipal Government and any officers or employees by reason of any retirement plans in effect.
Section 20-5. Outstanding and Authorized Bonds

The provisions of this Charter Amendment shall not affect municipal bonds outstanding on the effective date of this Charter Amendment. Failure to observe requirements of the last Charter, as amended, governing municipal elections shall not invalidate any bonds authorized at an election held prior to the effective date of this Charter. Bonds authorized at an election held prior to the effective date of this Charter may be issued in accordance with the provisions of this Charter and when so issued shall be the lawful and binding obligations of the municipal government in accordance with their import.

Section 20-6. Saving Clause

This Charter Amendment shall not affect any suit pending in any court or any document heretofore executed in connection therewith. Nothing in this Charter Amendment shall invalidate any existing contracts between the municipal government and individuals, corporations, or public agencies.

Section 20-7 Severability Clause

The words, phrases, sentences, paragraphs, sections, and articles of this Charter Amendment shall be considered to be severable, so that if any word, phrase, sentence, paragraph, section, or article, or its application to any person or circumstance, is superseded by state law or held invalid, the remainder of the particular phrase, sentence, paragraph, section, or article, or the application

thereof to other persons or circumstances, shall not be deemed affected.

SECTION 4.

The City Council does hereby find, determine, and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of 5-3-2, P.M.C., C.R.S. 1-7.5-101 *et seq*. and C.R.S. 31-2-210 and to certify the Ballot Title to the Pueblo County Clerk and Recorder no later than sixty days before the November 4, 2025 coordinated election, as provided by C.R.S. 31-2-210.

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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mark Aliff, President

SUBJECT: An Ordinance submitting to a vote of the registered electors of the City of Pueblo at the Regular Municipal Election to be held November 4, 2025, a proposed amendment to section 8-9 of the Charter of the City of Pueblo relating to the requirements for members of the classified service to run for public office and fixing the ballot title therefor

SUMMARY:

Attached is a proposed Ordinance referring to the registered voters of the City a proposed amendment to the City's Charter.

PREVIOUS COUNCIL ACTION:

Council has previously submitted to the eligible electors of Pueblo certain Charter Amendments.

BACKGROUND:

This Ordinance was prepared at the direction of City Council at a work session on June 30, 2025, to amend the charter of the City of Pueblo to allow City employees in the classified service desiring to run for public office to do so without taking a leave of absence.

FINANCIAL IMPLICATIONS:

Financial implications include the cost of placing this Ordinance along with other proposed Charter amendments on the ballot at the 2025 regular election.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The public will have an opportunity to vote on whether employees in the classified service should be allowed to run for public office without taking a leave of absence.

ALTERNATIVES:

A “no-action” alternative would keep the Charter in its current form.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Classified Political Office Charter Amendment Ordinance

ORDINANCE NO. _____

AN ORDINANCE SUBMITTING TO A VOTE OF THE REGISTERED ELECTORS OF THE CITY OF PUEBLO AT THE REGULAR MUNICIPAL ELECTION TO BE HELD NOVEMBER 4, 2025, A PROPOSED AMENDMENT TO SECTION 8-9 OF THE CHARTER OF THE CITY OF PUEBLO AND FIXING THE BALLOT TITLE THEREFOR

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

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the regular municipal election to be held on November 4, 2025, a proposed amendment to the Charter of the City of Pueblo, more particularly set forth in Section 3 of this Ordinance.

SECTION 2.

This ballot title (submission clause and title) for the proposed Charter Amendment set forth in Section 3 hereof is hereby fixed and adopted as follows:

BALLOT QUESTION NO. ____ - CHARTER AMENDMENT

(Making it Easier for City Employees To Run For Public Office)

SHALL SECTION 8-9 OF THE CHARTER OF THE CITY OF PUEBLO BE AMENDED TO REMOVE THE REQUIREMENT THAT CITY EMPLOYEES WITHIN THE CLASSIFIED SERVICE MUST TAKE A LEAVE OF ABSENCE IN ORDER TO RUN FOR PUBLIC OFFICE?

_____ YES
_____ NO

SECTION 3.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the regular municipal election to be held on November 4, 2025, an amendment to the Charter of the City of Pueblo, as follows: (**[**brackets**]** indicate matter being deleted, **underscoring** indicates new matter being added).

ARTICLE 2
Municipal Officers

Section 8-9. – Personnel Administration

No person in the Classified Service of the City or seeking admission thereto shall be

appointed, promoted, reduced, removed or in any way favored or discriminated against because of his race or his political or religious opinions or other affiliations or non-affiliations; provided that it shall be permissible and it shall not be in violation of this Charter for the City to enter into an agreement with the sole and exclusive collective bargaining agent for the classified employees in a bargaining unit, which requires the payment by the classified employees in a bargaining unit to said sole and exclusive collective bargaining agent of an amount not to exceed the normal dues and assessments required of members of said sole and exclusive collective bargaining agent if seventy-five percent (75%) or more of the classified employees in a bargaining unit voting in an election conducted by the Civil Service Commission approve including such a provision in any collective bargaining agreement entered into between the City and said sole and exclusive collective bargaining agent. No person shall willfully or corruptly make any false statement, mark, rating or report in regard to any test, certification, or appointment held or made under the personnel provisions of this Charter or in any manner commit or attempt to commit any fraud preventing the impartial execution of such personnel provisions or of the rules and regulations made thereunder. Any employee of the Classified Service **[**desiring to run for**]** **elected to** public office, **other than the board of education of a school district,** **[**shall take a leave of absence during such campaign and if elected**]** shall cease to be employed by the City **upon taking the oath of said office**. No person seeking appointment to or promotion in the Classified Service of the City shall either directly or indirectly give, render or pay any money, service or other valuable thing to any person for or on account of or in connection with his test, appointment, proposed appointment, promotion, or proposed promotion. No person shall orally, or by letter or otherwise, solicit or be in any manner concerned in soliciting any assessment, subscription or contribution for any political party or political purpose whatever from any person holding a position in the Classified Service of the City. No person holding a position in the Classified Service of the City shall make any contribution to the campaign funds of any political party or any candidate for public office or take part in the management, affairs, or political campaign of any political party or any candidate for public office, further than in the exercise of his right as a citizen to express his opinion and to cast his vote. The above prohibitions shall be in accord with Section 2-8.

SECTION 4.

The City Council does hereby find, determine, and declare that the ballot title set forth in Section 2 hereof fairly expresses the true meaning and intent of the referred Charter amendment.

SECTION 5.

The officials of the City are authorized and directed to take all actions necessary, appropriate or required to implement the provisions of this Ordinance. The City Clerk is directed to publish notice of election of the proposed Charter Amendment in conformity with the provision of C.R.S. 1-7.5-101 et seq. and C.R.S. 31-2-210 and to certify the Ballot Title to the Pueblo County Clerk and Recorder no later than sixty days before the November 4, 2025 coordinated election, as provided by C.R.S. 1-5-203 and C.R.S. 31-2-210.

SECTION 6.

This Ordinance shall become effective 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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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 PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE EAST APRON (NORTH) REHABILITATION (PHASE 2 – CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve a Professional Engineering Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., for the construction administration for the East Apron (North) Rehabilitation (Phase 2 – Construction) project.

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. This project is on the Capital Improvement Plan schedule for 2025, approved by both the FAA and CDOT for Entitlement Fund use. Dibble and Associates Consulting Engineers, Inc., is the Pueblo Memorial Airport's contracted engineering consultants and submitted a proposal for construction administration for the East Apron (North) Rehabilitation (Phase 2 – Construction).

FINANCIAL IMPLICATIONS:

The total cost for construction administration is $174,979.78, 97.5% of which will be reimbursed through FAA and CDOT grants. Funding for the project has been approved in previous ordinances.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Professional Engineering Services Agreement will not be approved, and the project will not occur.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Dibble_AP2401 AIP053 East Apron (North) Rehabilitation Final

ORDINANCE NO.

AN ORDINANCE APPROVING A PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE CONSTRUCTION ADMINISTRATION FOR THE EAST APRON (NORTH) REHABILITATION (PHASE 2 – CONSTRUCTION) PROJECT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, Dibble & Associates as the Airport's contracted engineering consulting firm provided a proposal for construction administration services for the East Apron (North) Rehabilitation (Phase 2 – Construction) project; NOW, THEREFORE

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

SECTION 1.

The Agreement for Professional Engineering Services ("Professional Services Agreement"), a copy of which is attached hereto and made part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, to provide engineering construction administration services for the East Apron (North) Rehabilitation (Phase 2 – Construction) project at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Professional Services 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. Where authorized pursuant to §1-4-3, P.M.C., the Mayor may execute the Professional Services Agreement by electronic signature, and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

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

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

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this 1st day of August, 2025 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, construction administration, and related services for Owner in connection with Project No. AP2401, Project Name: East Apron (North) Rehabilitation, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Engineer shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[ ] - Study and Report Phase

[ ] - Preliminary Design (Schematic) Phase

[ ] - Final Design Phase

[X] - Construction Documents & Bidding Phase

[X] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Appendix A – Scope of Services and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

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

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

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or Report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the

Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable building codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. **Engineer shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of

bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", amount of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

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

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

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

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of

the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes, and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

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

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

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

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

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

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's time table for achievement of interim tasks and final completion of Project work, provided however,

the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule".

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal Agency are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal loans or grants. Should the applicable Federal Agency indicate that loans or grants shall not be granted or approved by the Agency, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports, and incidental engineering work

or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $174,979.78 in the aggregate and computed in accordance with this Section. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within forty (40) days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Appendix B – “Fee Schedule.”

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

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

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2025, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

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

6.6 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs,

drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement.

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

7.2 Insurance and Indemnity.

(a) Engineer agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of its employees or of any person other than his 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 (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars ($1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars ($1,000,000.00) per occurrence for property damage, and One Million and No/100 Dollars ($1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding $50,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, its employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and its employees, including claims of nonpayment. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

7.3 Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the Owner or the Engineer by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the Owner, Attention: Greg Pedroza, Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 3020 East Camelback Road Suite 201 Phoenix, AZ 85016. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and

the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Appendix or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 Successors and Assigns. This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with 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.

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

7.9 Severability. If any provision of this Agreement, except for Section 2.7, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.7 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

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

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under

Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

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

Appendix A - "Scope of Services" consisting of _5_ pages.

Appendix B - "Fee Schedule" consisting of _1_ page.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility" Consisting of _1_ page.

SECTION 10. ACCESSIBILITY.

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

SECTION 11. PERA LIABILITY

The Engineer shall reimburse the Owner for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION

By:_____
Heather Graham, Mayor

Attest:_____
City Clerk

[S E A L]

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC.

Name: Jared Bass, P.E.
By: _____
Title: Vice President - Group Leader

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom
Principal Planner

SUBJECT: AN ORDINANCE BUDGETING AND APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $96,000 FOR THE PUEBLO AFFORDABLE HOUSING PROCEDURES UPDATE, PROJECT NO. PL2402, APPROVING AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS, GRANT NO. LPC-24-055, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance budgets and appropriates additional funds in the amount of $96,000 from a grant received from the State of Colorado Department of Local Affairs (LPC-24-055), for the Pueblo Affordable Housing Procedures Updates, Project No. PL2402, Project No. PL2402, approves the intergovernmental grant agreement between the City of Pueblo and the Colorado Department of Local Affairs, and authorizes the Mayor to sign the grant agreement on behalf of the City.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10862 establishing the Pueblo Affordable Housing Procedures Updates, Project No. PL2402 was approved on December 23, 2024. The Ordinance budgeted and appropriated $24,000 in matching funds for the Project.

BACKGROUND:

The approval of the grant funds from DOLA will be used for the implementation of land use development code amendments that seek to expedite the review and approval of affordable housing project; enact a process that will streamline affordable housing and improve inter-agency collaboration; purchasing, implementing or upgrading software or IT solutions; advancing planning efforts to identify properties for potential development of future affordable housing; and establishing a process for tracking and documenting

of Proposition 123-related commitments for fast track compliance of affordable housing project applications and building permits. The City will engage a consultant to work with City staff to develop these processes and procedures.

FINANCIAL IMPLICATIONS:

The Project budget, PL2402 will be funded through the following sources:

Colorado Department of Local Affairs	$96,000
City of Pueblo (previously budgeted and appropriated, Ord. 10862)	$24,000
Total	$100,000

This Project will require staff time for grant management and oversight of the improvements.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

It is anticipated that a public engagement process will be completed with affordable housing developers, architects, engineers, and funding entities to provide their feedback and suggestions on ways to develop a fast-track process for reviewing affordable housing development plans, and the issuance of building permits.

ALTERNATIVES:

If the funding and Grant Agreement are not approved, the Project will not move forward.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Award Letter & Executed Grant Agreement

ORDINANCE NO.

AN ORDINANCE BUDGETING AND APPROPRIATING ADDITIONAL FUNDS IN THE AMOUNT OF $96,000 FOR THE PUEBLO AFFORDABLE HOUSING PROCEDURES UPDATE, PROJECT NO. PL2402, APPROVING AN INTERGOVERNMENTAL GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE OF COLORADO DEPARTMENT OF LOCAL AFFAIRS, GRANT NO. LPC-24-055, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the State of Colorado Department of Local Affairs (DOLA) has offered funds through Grant Award #LPC-24-055; NOW THEREFORE,

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

SECTION 1.

Additional funds in the amount of $96,000 are hereby budgeted and appropriated for the Pueblo Affordable Housing Procedures Update, Project No. PL2402.

SECTION 2.

The Intergovernmental Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation, and DOLA related to Grant Award #LPC-24-055 (hereinafter referred to as the “IGA”), a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

The Mayor is authorized to execute and deliver the IGA in the name of the City and the City Clerk is directed to affix the seal of the City.

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective 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

COLORADO
Department of Local Affairs
Division of Local Government

October 25, 2024

The Honorable Heather Graham, Mayor
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

RE: LPC Grant Award #24-055 Pueblo - Affordable Housing Procedure Updates

Dear Mayor Heather Graham:

Congratulations! After thorough review, I am excited to offer a Local Planning Capacity grant award in the amount of $96,000 to support the City of Pueblo's project "Affordable Housing Procedure Updates."

This grant program was established by Proposition 123, the State Affordable Housing Fund and is one of several new funding programs available through the Department of Local Affairs (DOLA).

The program supports local government efforts to implement systems that fast track or expedite the development review process for affordable housing and can also support local government capacity to achieve local affordable housing goals and maintain eligibility for Proposition 123 funding.

Your project was reviewed based on a variety of factors including readiness, impact on housing, support from local leadership, and local context. DOLA Program staff are available at any point for assistance as needed with your project. We support your efforts and are excited to share your results with other local governments, the Governor's Office, and the legislature.

Please contact the LPC Program Manager, Robyn DiFalco, robyn.difalco@state.co.us, for additional information on how to proceed with contracting. Please refrain from spending grant funds until a grant agreement is fully executed. Activities that occur prior to grant execution cannot be reimbursed.

I wish you success with your project. Thank you for advancing efforts to build more attainable and affordable housing across the state.

Sincerely,

Maria De Cambra
Executive Director

cc: Nick Hinrichsen, State Senator
Tisha Mauro, State Representative
Scott Hobson, Director of Planning & Community Development
Tara Marshall, DLG Regional Manager

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State of Colorado Intergovernmental Grant Agreement
SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	**DLG Portal Number** LPC-24-055	**CMS Number** 195418
Grantee City of Pueblo	**Grant Award Amount** $96,000.00	**Retainage Amount** $4,800.00
Project Number and Name LPC 24-055 - Pueblo - Affordable Housing Procedure Updates	**Performance Start Date** The later of the Effective Date or November 14, 2024	**Grant Expiration Date** January 31, 2027
Project Description The Project consists of amending the City of Pueblo's land use codes and comprehensive plan to incentivize affordable housing development, implementing process improvements to expedite the development review process for affordable housing projects, and generally advancing affordable housing goals in Pueblo, Colorado.	**Program Name** Local Planning Capacity Grant Program (LPC) **Funding Source** STATE FUNDS **Catalog of Federal Domestic Assistance (CFDA) Number** N/A	
DOLA Program Manager Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)	**Funding Account Codes** CTGG1 NLAA 202500003204	
DOLA Program Assistant Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)	**VCUST#** **14170**	**Address Code** **AD001** **EFT**

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS
PROGRAM REVIEWER

Signed by:
Robyn DiFalco
8E76B6B1F00D49E...

By: Robyn DiFalco, LPC Program Manager

Date: 11/25/2024 | 3:00 PM MST

STATE OF COLORADO
Jared S. Polis, Governor
DEPARTMENT OF LOCAL AFFAIRS
Maria De Cambra, Executive Director

DocuSigned by:
David Bowman
517DE74958A8428...

By: Maria De Cambra, Executive Director

Date: 11/27/2024 | 7:08 AM MST

In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the "**Effective Date**").

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Beulah Messick - DOLA
090ACD88A721474...

By: Beulah Messick, Controller Delegate
Department of Local Affairs

Effective Date: 11/27/2024 | 7:44 PM MST

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TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "State") hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the "Grantee") an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement 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 Intergovernmental Grant Agreement 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 Intergovernmental Grant Agreement by the State for breach by Grantee.

C. *Reserved.*

3. AUTHORITY

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

A. *Reserved.*

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B. State Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available pursuant to C.R.S. Section 29-32-103(1) *et. seq.* (Affordable Housing Support Fund) and a sufficient unencumbered balance hereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies. This Intergovernmental Grant Agreement is funded, in whole or in part, with State funds.

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Budget**" means the budget for the Work described in **Exhibit B**.

B. "**Business Day**" means any day on 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.

C. *Reserved*.

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

E. "**Grant**" or "**Intergovernmental Grant Agreement**" means this agreement 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.

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

G. "**Grant Expiration Date**" means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

H. "**Performance Start Date**" means the later of the Performance Start Date or the Effective Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

I. "**Exhibits**" means the following exhibits attached to this Intergovernmental Grant Agreement:

i. **Exhibit B**, Scope of Project

ii. **Exhibit G**, Form of Option Letter

J. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.

K. *Reserved*.

L. *Reserved*.

M. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

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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 Performance Start Date and the initial Grant Expiration Date.

P. "**Matching Funds**" or "**Other Funds**" means funds provided by the Grantee as a match required to receive the Grant Funds.

Q. "**Party**" means the State or Grantee, and **"Parties"** means both the State and Grantee.

R. *Reserved.*

S. *Reserved.*

T. *Reserved.*

U. *Reserved.*

V. "**Services**" means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.

W. "**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 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.

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

Y. "**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.

Z. "**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.

AA. *Reserved.*

BB. "**Subcontractor**" means third-parties, if any, engaged by Grantee to aid in performance of the Work. "Subcontractor" also includes sub-grantees.

CC. *Reserved.*

DD. *Reserved.*

EE. *Reserved.*

FF. "**Work**" means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant Agreement.

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GG. "**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 Performance Start Date that is used, without modification, in the performance of the Work.

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

5. PURPOSE

The purpose of the Local Planning Capacity Grant Program is to increase the capacity of local government planning departments responsible for processing land use, permitting, and zoning applications for affordable housing projects. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **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 Intergovernmental Grant Agreement.

7. 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 Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.

ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.

iii. 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.

B. *Reserved*.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Intergovernmental Grant 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

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Budget in **Exhibit B**. The State shall only reimburse allowable costs if those costs are: **(a)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

i. Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

F. Erroneous Payments

The State may 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. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant 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.

8. REPORTING – NOTIFICATION

A. 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 period described in **§7.E**.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award.

9. 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

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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 Intergovernmental Grant Agreement using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

Grantee shall comply with all State and federal audit requirements.

10. 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 publically 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 Intergovernmental Grant Agreement. 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 (payment card information) 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 (CJI) Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act (HIPAA) for all protected health information (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 Intergovernmental Grant Agreement. 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

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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 Personally Identifiable Information (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., Grantee, including, but not limited to, Grantee's employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement. If Grantee is given direct access to any State databases containing PII, Grantee shall execute, on behalf of itself and its employees, the certification on an annual basis, attached as an exhibit, if applicable. Grantee's duty and obligation to certify as set forth in the exhibit shall continue as long as Grantee has direct access to any State databases containing PII. If Grantee uses any Subcontractors to perform services requiring direct access to State databases containing PII, the Grantee shall require such Subcontractors to execute and deliver the certification to the State on an annual basis, so long as the Subcontractor has access to State databases containing PII.

11. 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 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

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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.

12. 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.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant Funds to the State in the State's sole discretion. The State may also terminate this Intergovernmental 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.

14. DISPUTE RESOLUTION

Except as herein specifically provided otherwise, 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.

15. 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 Intergovernmental Grant Agreement 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 **§15**.

16. 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.

17. 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

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condition of this Intergovernmental Grant 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.

18. 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 Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant 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.

C. Entire Understanding

This Intergovernmental Grant 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 Intergovernmental Grant Agreement.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, 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 either an option letter or 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 Intergovernmental Grant 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 Performance Start 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 Agreement by reference.

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G. Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

i. Colorado Special Provisions in **§19** of the main body of this Grant;

ii. Any executed Option Letter and Amendment;

iii. The provisions of this Intergovernmental Grant Agreement; and

iv. The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, 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.

I. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement 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.

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant Agreement 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.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

L. Accessibility

i. Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.

ii. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability,* as established by 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.

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iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq*., C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

M. *Reserved*.

19. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

A. STATUTORY APPROVAL. §24-30-202(1) C.R.S.

This Intergovernmental Grant Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Intergovernmental Grant Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Intergovernmental Grant Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. GOVERNMENTAL IMMUNITY.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Intergovernmental Grant 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 Grantee 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 Intergovernmental Grant Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

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.

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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 Intergovernmental Grant 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 Intergovernmental Grant Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant 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 Intergovernmental Grant Agreement, including, without limitation, immediate termination of this Intergovernmental Grant 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 Intergovernmental Grant 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.

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EXHIBIT B – SCOPE OF PROJECT (SOP)

1. PURPOSE

1.1. Local Planning Capacity. The purpose of the Local Planning Capacity (LPC) grant program is to provide funding to local governments to increase the capacity of their planning departments responsible for processing land use, permitting, and zoning applications for housing projects. "Fast Track" or expedited review of affordable housing projects is a top priority to increase the number of units built. Grant Funds may be used to support new staff wages, hiring consultants, implementing new systems and technologies, revising land use development codes, regional collaborations, and tracking, documentation of Prop 123 goals, and and other planning efforts that generally advance affordable housing goals.

2. DESCRIPTION OF THE PROJECT(S) AND WORK

2.1. Project Description. The Project consists of amending the City of Pueblo's land use codes and comprehensive plan to incentivize affordable housing development, implementing process improvements to expedite the development review process for affordable housing projects, and generally advancing affordable housing goals in Pueblo, Colorado.

2.2. Work Description. The City of Pueblo (Grantee) will hire qualified consultants to facilitate updates to policies and procedures that incentivize or reduce barriers to affordable housing. Work includes: 1) adoption/implementation of amendments to the Grantee's land use codes and comprehensive plan; 2) process improvements to streamline the development review process including exploration of software solutions for tracking and expedited review; and 3) tracking/documentation of Prop 123 efforts such as local government commitments and fast track compliance. Grantee will conduct a robust community engagement process that ensures participation by all key stakeholders, especially underrepresented voices, and residents or local workers who are considered housing cost-burdened. Grantee will complete quarterly performance metric reporting in a form provided by DOLA.

Additionally, at Project Closeout, a Final Informal Memo will be submitted that identifies the following: 1) description of the Grantee's approach to expedited review of affordable housing; 2) the outcome of that effort, including whether new policies were formally adopted and an assessment how effectively this approach has been at reducing the amount of time required for review; 3) any other project outcomes that impacted the Grantee's Prop 123-related goals; 4) description of community engagement efforts; 5) the number of affordable housing units that were either permitted or preserved during the grant period; 6) the degree to which this grant has had a transformative impact on Grantee's affordable housing efforts; and 7) any lessons learned. Grantee will own all resulting documents.

2.2.1. A contract for consultant services shall be awarded by Grantee to a qualified firm through a formal Request For Proposals or competitive selection process.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. Recapture of Advanced Funds. To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. Eligible Expenses. Eligible expenses shall include: consultant fees, RFP/bid advertisements, and attorney's fees.

2.5.1. Direct costs are those that are identified as program-specific allowable costs of implementing the grant program objective.

2.5.2. Ineligible Expenses. Ineligible expenses shall include, but are not limited to,: job posting or recruitment costs, indirect overhead or general operating costs, housing construction, pre-

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development costs, lobbying, food, drink, or entertainment costs. Grant Funds may not be used to cover legal costs to defend.

3. DEFINITIONS

3.1. Project Budget Lines.

3.1.1. "Consultant Services" means consultant fees, RFP/bid advertisements, and attorney's fees.

3.2. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is submission of any Grant-related reports or work product funded by this award, documentation from community engagement outcomes, implementation of a system to expedite the development review process for affordable housing projects, and efforts to achieve Proposition 123 requirements in Pueblo, Colorado. In addition, a Final Informal Memo will be submitted to DOLA as a Final Report.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Pueblo, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

Milestone/Performance Measure/Grantee will:	**By:**
Provide DOLA with baseline data on pre-grant estimated development review time for affordable housing projects. DOLA will provide the template.	Within 30 days after the Effective Date of this Intergovernmental Grant Agreement.
Begin procurement process or Contractor mobilization.	Within 90 days after the Effective Date of this Intergovernmental Grant Agreement.
Provide DOLA with a copy of Grantee's Consultant Agreement or its Scope of Work.	Within 14 days after the Effective Date of the subcontract(s).
Documentation of new policy adoption, and/or efforts to explore, adopt, or implement policies that expedite review of affordable housing.	Within 30 days after the Policy adoption.
Submit draft policy documents and/or expedited review policy language to DOLA for courtesy review.	30 days prior to a scheduled public hearing.
Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Status Reports	**See §4.5.2 below**
Submit Project Final Report	May 01, 2027

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such "Other Funds" is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with "Other Funds" and such change does not require an amendment or option letter. DOLA will verify the Grantee's contribution of "Other Funds" and compliance with this section at Project Closeout.

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4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
4th (Oct-Dec)	**2024**	**January 30, 2025**	**Yes**	**Yes**
1st (Jan-Mar)	**2025**	**April 30, 2025**	**Yes**	**Yes**
2nd (Apr-Jun)	**2025**	**JULY 15, 2025***	**Yes**	**Yes**
3rd (Jul-Sep)	**2025**	**October 30, 2025**	**Yes**	**Yes**
4th (Oct-Dec)	**2025**	**January 30, 2026**	**Yes**	**Yes**
1st (Jan-Mar)	**2026**	**April 30, 2026**	**Yes**	**Yes**
2nd (Apr-Jun)	**2026**	**JULY 15, 2026***	**Yes**	**Yes**
3rd (Jul-Sep)	**2026**	**October 30, 2026**	**Yes**	**Yes**
4th (Oct-Dec)	**2026**	**January 30, 2027**	**Yes**	**Yes**
1st (Jan-Mar)	**2027**	**April 30, 2027**	**Yes**	**Yes**

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Scott Hobson, Director of Planning and Community Development, (shobson@pueblo.us)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this **§5**. Such administrator shall be updated through the process in **§5.3**. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel. **Flint Timmins, Grants Analyst, (ftimmins@pueblo.us).** Such key personnel shall be updated through the process in **§5.3**.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in **§5** of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with **§15** of the Grant.

5.4. DLG Program Manager: **Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)**.

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5.5. DLG Program Assistant: **Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)**.

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of **§6.2**, Budget, below.

6.1. Matching/Other Funds. Grantee shall provide **at least 20%** of the Total Project Cost as documented by Grantee and verified by DOLA at Project Closeout. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of **§6.2** below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Consultant Services	$120,000	$96,000	$24,000	Grantee
	Total	**$120,000**	**$96,000**	**$24,000**	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in **§7** of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	$91,200	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment	$4,800	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	**$96,000**	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to $100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with **§4.5** of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

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8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds hereunder from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.3.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.3.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.3.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.3.4. Substitution. The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than $50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a formal selection process with the Grantee being obligated to award the construction contract to the lowest responsive, responsible bidder meeting the Grantee's specifications.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

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OPTION LETTER #Insert # Here

SIGNATURE AND COVER PAGE

State Agency Department of Local Affairs (DOLA)	**DLG Portal Number** Insert DLG Portal number for this Project	**Option Letter CMS Number** Insert CMS number for this Amendment
Grantee **Insert Grantee's Full Legal Name**	**Previous CMS #(s)** Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	**Grant Amount** Initial Award: $Insert orig award amt Option Letter ## and date effective/spendable: $0.00 Option Letter ## and date effective/spendable: $0.00 **Total Grant Amount: $Insert total award to date**	
DOLA Program Manager Robyn DiFalco, (720) 682-5202, (robyn.difalco@state.co.us)		
DOLA Program Assistant Jessica Rupe, (720) 557-4902, (jessica.rupe@state.co.us)		
Funding Account Codes Enter CTGG1 number	**Program Name** Local Planning Capacity Grant Program (Acctg Dropdwn LPC)	
Prior Grant Agreement Expiration Date Month Day, Year	**Current Grant Agreement Expiration Date** Month Day, Year	

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

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

STATE OF COLORADO
Jared S. Polis GOVERNOR
Colorado Department of Local Affairs

By: _____

Maria De Cambra, Executive Director

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____

Beulah Messick, DOLA Controller Delegate

Effective Date: _____

SAMPLE

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1) **OPTIONS:** Choose all applicable options listed in §1 and in §2

☐ a. Option to extend *(use this option for Extension of Time)*

☐ b. Change in the Grant Award Amount within the current term *(use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards)*

☐ c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) *(use this Option to redistribute existing Grant Funds between budget lines)*

2) **REQUIRED PROVISIONS**. All Option Letters shall contain the appropriate provisions set forth below:

a. For use with Option 1(a): In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2** of **Exhibit B** are deleted and replaced with the following:

Milestone/Performance Measure	**By:**
Put Project out to bid.	Within __ days of the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within __ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within __ days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	**See §4.5.2 below**
Submit Quarterly Status Reports	**See §4.5.2 below**
Submit Project Final Report	[give date certain]

Quarter	**Year**	**Due Date**	**Pay Request**	**Status Report**
1st (Jan-Mar)	**2025**	**April 30, 2025**	**Yes**	**Yes**
2nd (Apr-Jun)	**2025**	**JULY 15, 2025***	**Yes**	**Yes**
3rd (Jul-Sep)	**2025**	**October 30, 2025**	**Yes**	**Yes**
4th (Oct-Dec)	**2025**	**January 30, 2026**	**Yes**	**Yes**
1st (Jan-Mar)	**2026**	**April 30, 2026**	**Yes**	**Yes**
2nd (Apr-Jun)	**2026**	**JULY 15, 2026***	**Yes**	**Yes**
3rd (Jul-Sep)	**2026**	**October 30, 2026**	**Yes**	**Yes**
4th (Oct-Dec)	**2026**	**January 30, 2027**	**Yes**	**Yes**
1st (Jan-Mar)	**2027**	**April 30, 2027**	**Yes**	**Yes**
2nd (Apr-Jun)	**2027**	**JULY 15, 2027***	**Yes**	**Yes**
3rd (Jul-Sep)	**2027**	**October 30, 2027**	**Yes**	**Yes**
4th (Oct-Dec)	**2027**	**January 30, 2028**	**Yes**	**Yes**

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

b. For use with Option 1(b): In accordance with **Section 7(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs**,** and **Grantee's Name**, the State hereby exercises its option to increase/decrease Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line(s)				

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Line #	Cost Category	Total Project Cost	Grant Funds	Other Funds	Other Funds Source
	Architectural/Engineering Services	$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	**$ 0.00**	**$ 0.00**	**$ 0.00**	

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		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		

c. For use with Option 1(c): In accordance with **Section 7(D)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	**$ 0.00**	**$ 0.00**	**$ 0.00**	

3) Effective Date. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

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SAMPLE

Background Paper for Proposed Action Item

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

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. The City of Pueblo is providing $750,000.00 in HOME Investment Partnership funding to assist with the development of this affordable housing development.

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. US Bank Subordination Agreement
2. US Bank Swap Subordination Agreement
3. Cedar Rapids Subordination Agreement
4. Authority to Use Grant Funds - Compass Pointe
5. Compass Point Development Agreement
6. Deed of Trust - Compass Pointe
7. Promissory Note

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 Bank and Trust Company and U.S. Bank National Association, 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

RECORDING REQUESTED BY, AND
WHEN RECORDED, RETURN TO:

Davis Wright Tremaine LLP
350 S. Grand Avenue, 27th Floor
Los Angeles, California 90071
Attention: Nancy B. Clapp, Esq.

(SPACE ABOVE FOR RECORDER'S USE)

SUBORDINATION AGREEMENT
(City of Pueblo)

NOTICE: THIS SUBORDINATION AGREEMENT RESULTS IN CERTAIN INTERESTS IN THE PROPERTY BECOMING SUBJECT TO AND OF LOWER PRIORITY THAN THE LIEN OF SOME OTHER OR LATER SECURITY INSTRUMENT.

THIS SUBORDINATION AGREEMENT (this "**Agreement**") is made as of _____, 2025, by and among **COMPASS POINTE, LP**, a Colorado limited partnership ("**Borrower**"), the **CITY OF PUEBLO**, a municipal corporation ("**Junior Lienholder**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association, as bondowner representative for the Holders (as hereinafter defined) (in such capacity, "**Bondowner Representative**"), and **U.S. BANK NATIONAL ASSOCIATION**, a national banking association ("**U.S. Bank**"), in its capacity as administrative agent for the Conventional Lenders (as hereinafter defined) under the Conventional Loan Agreement (as hereinafter defined) (in such capacity, "**Administrative Agent**"; and together with Bondowner Representative, "**Senior Lienholder**").

RECITALS

A. Borrower owns and intends to construct a 192-unit affordable housing apartment project in Pueblo County, Colorado (the "**Project**") located on that certain real property more particularly described on **Exhibit "A"** hereto (the "**Property**").

B. Borrower has applied to the Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado ("**Issuer**"), for a loan (the "**Bond Loan**") in the aggregate maximum principal amount of $_____, for the purpose of financing a portion of the costs of the acquisition and construction of the Project.

C. Issuer, in order to raise sufficient funds to make the Bond Loan to Borrower, has issued, or will issue, its $_____ Multifamily Housing Revenue Bond (Compass Pointe Apartments Project) Series 2025A (the "**Series A Bond**") and its $_____ Multifamily Housing Revenue Bond (Compass Pointe Apartments Project) Series 2025B (the "**Series B Bond**", and together with the Series A Bond, the "**Bonds**"). The Bonds are being issued pursuant to that certain Financing Agreement dated as of July 1, 2025 (the "**Financing Agreement**"), by and among Issuer, Borrower, U.S. Bank, in its capacity as Bondowner Representative and the holder of the Series A Bond (in such capacity, "**Series A Holder**"), and Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation ("**CRBT**"), in its capacity as holder of the Series B Bond ("**Series B Holder**", and together with the Series A Holder, the "**Holders**").

D. As additional financing for the Project, Borrower has applied to U.S. Bank and CRBT (each, a "**Conventional Lender**", and collectively, "**Conventional Lenders**"), for a conventional

construction loan (the "**Conventional Loan**"; and together with the Bond Loan, the "**Loans**") in the amount of $_____. The Conventional Loan is being made pursuant to that certain Conventional Loan Agreement dated as of even date herewith (the "**Conventional Loan Agreement**"), by and among Borrower, Conventional Lenders, and U.S. Bank, as administrative agent, sole lead arranger and sole bookrunner.

E. The Bond Loan is evidenced by that certain Bond Purchase and Construction Loan Agreement dated as of the date hereof (as the same from time to time be amended, modified, extended, renewed or restated, the "**Loan Agreement**"), by and among Borrower, Holders, and U.S. Bank, as bondowner representative, sole lead arranger and sole bookrunner.

F. Borrower's obligation to repay the Bond Loan is further evidenced by (1) that certain Promissory Note (Series A) dated as of even date herewith (the "**Series A Note**"), executed by the Borrower to the order of Issuer in the face principal amount of $_____ and (2) that certain Promissory Note (Series B) dated as of even date herewith (the "**Series B Note**", and together with the Series A Note, the "**Bond Notes**"), executed by the Borrower to the order of Issuer in the face principal amount of $_____. Borrower's obligation to repay the Conventional Loan is evidenced by (1) that certain Promissory Note (Tranche A) dated as of even date herewith (the "**Tranche A Note**"), executed by Borrower to the order of U.S. Bank, in its capacity as a Lender under the Conventional Loan Agreement, in the face principal amount of $_____ and (2) that certain Promissory Note (Tranche B) dated as of even date herewith (the "**Tranche B Note**", and together with the Bond Notes and the Tranche A Note, the "**Notes**"), executed by Borrower to the order of CRBT, in its capacity as a Lender under the Conventional Loan Agreement, in the face principal amount of $_____.

G. Each of the documents listed on **Exhibit "B"** together with all other documents and materials entered into with Junior Lienholder with respect to the Property shall be referred to collectively as the "**Junior Obligation Documents**".

H. As used herein, the term "**Junior Obligations**" means any and all indebtedness, claims, debts, liabilities or other obligations from Borrower to Junior Lienholder under the Junior Obligation Documents, together with all costs and expenses, including attorneys' fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

I. Borrower's obligations to Senior Lienholder under the Notes are secured by, among other things, (i) that certain Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing ("**Senior Deed of Trust**"), dated as of even date herewith, made by Borrower for the benefit of Bondowner Representative and Administrative Agent, and (ii) the other Loan Documents described in the Loan Agreement and the Conventional Loan Agreement. The Senior Deed of Trust is being recorded substantially concurrently herewith in the Recorder's Office of the County of Pueblo, State of Colorado ("**Official Records**"). The Senior Deed of Trust, the Notes and the other Loan Documents (as defined in the Loan Agreement and the Conventional Loan Agreement) are hereinafter collectively referred to as the "**Senior Loan Documents**". Concurrently herewith, Issuer is assigning its rights under the Senior Loan Documents to which it is a party (excluding the Unassigned Issuer's Rights (as defined in the Financing Agreement)) to Bondowner Representative, pursuant to that certain Assignment of Loan Documents dated as of even date herewith, executed by Issuer in favor of Bondowner Representative, which is being recorded in the Official Records substantially concurrently herewith.

J. As used herein, the term "**Senior Lienholder Indebtedness**" means any and all indebtedness, claims, debts, liabilities or other obligations from Borrower to Senior Lienholder under the Senior Loan Documents, together with all interest accruing thereon and all costs and expenses, including attorneys' fees, of collection thereof, whether the same accrues or is incurred before or after the commencement of any bankruptcy case by or against Borrower.

K. Subject to the terms and conditions of that certain Forward Bond Purchase and Assignment Agreement dated as of _____, 2025 (the "**Forward Agreement**"), among Borrower, Bondowner Representative and CRBT, Bondowner Representative shall subsequently assign and deliver the documents comprising the Bond Loan to the CRBT and, in connection therewith, the Bond Notes, the Loan Agreement and the Senior Deed of Trust will be amended and restated and the CRBT shall become the Senior Lienholder hereunder ("**Conversion**").

L. Upon Conversion, CRBT shall have the right to amend and restate the Bond Notes, the Loan Agreement and the Senior Deed of Trust, and the right to amend, waive, postpone, extend, renew, replace, reduce or otherwise modify any provision of any of the Senior Loan Documents (other than to increase the principal balance thereof), without notice to or the consent or joinder of the Junior Lienholder.

M. Pursuant to the Senior Deed of Trust and the other Senior Loan Documents, Borrower is not entitled to further encumber the Property without the prior written consent of Senior Lienholder, which consent may be withheld in Senior Lienholder's sole discretion.

N. It is a condition precedent to Senior Lienholder to entering into the Senior Loan Documents and permitting the recordation of any of the Junior Obligation Documents that the Senior Deed of Trust and the other Senior Loan Documents be and remain at all times a lien or charge upon the Property, prior and superior to the liens or charges of the Junior Obligation Documents.

O. Senior Lienholder is willing to permit the recordation of the recordable Junior Obligation Documents, provided that (1) the Senior Deed of Trust and the other Senior Loan Documents are a lien or charge upon the Property prior and superior to the liens or charges of the Junior Obligation Documents, and (2) Junior Lienholder will specifically subordinate the liens or charges of the Junior Obligation Documents to the lien or charge of the Senior Loan Documents.

P. Junior Lienholder is willing that the Senior Loan Documents shall constitute a lien or charge upon the Property which is prior and superior to the liens or charges of the Junior Obligation Documents. The parties hereto enter into this Agreement for the purposes set forth in these Recitals.

Q. Capitalized terms used herein and not otherwise defined shall have the meanings set forth for them in the Loan Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and other valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, and in order to induce Senior Lienholder to make the Loan, it is hereby declared, understood, and agreed as follows:

1. Subordination. The Senior Deed of Trust in favor of Senior Lienholder, and all amendments, modifications, extensions and renewals thereof shall unconditionally be and remain at all times a lien or charge on the Property prior and superior to the lien or charge of the Junior Obligation

Documents. Junior Lienholder intentionally and unconditionally subordinates the lien or charge of the Junior Obligation Documents in favor of the lien or charge upon said land of the Senior Deed of Trust in favor of Senior Lienholder, and understands that in reliance upon and in consideration of this subordination, specific loans and advances are being and will be made and, as part and parcel thereof, specific monetary and other obligations are being and will be entered into which would not be made or entered into but for said reliance upon this subordination.

2. Only Agreement Regarding Subordination. Senior Lienholder would not permit the recordation of any Junior Obligation Documents without this Agreement. This Agreement shall be the whole and only agreement with regard to the subordination of the lien or charge of the Junior Obligation Documents to the lien or charge of the Senior Deed of Trust and shall supersede and cancel, but only insofar as would affect the priority between said deeds of trust and said covenants, conditions and restrictions, any prior agreements as to such subordination, including, but not limited to, those provisions, if any, contained in the Junior Obligation Documents which provide for the subordination of the lien or charge thereof to another deed or deeds of trust or to another mortgage or mortgages.

3. Loan Disbursements. In making disbursements pursuant to any of the Senior Loan Documents, Senior Lienholder is under no obligation or duty to, nor has Senior Lienholder represented that it will, see to the application of such proceeds by the person or persons to whom Senior Lienholder disburses such proceeds, and any application or use of such proceeds for purposes other than those provided for in such Senior Loan Document(s) shall not defeat the subordination herein made in whole or in part.

4. Consent and Approval. Junior Lienholder has received and consents to and approves the Senior Loan Documents, including but not limited to any extension, modification and/or amendment of said agreements, between Borrower and Senior Lienholder. No decision by Junior Lienholder to review or not review the Senior Loan Documents, including but not limited to the disbursement provisions contained therein, shall impair or otherwise limit the enforceability of this Agreement.

5. Other Agreements. Junior Lienholder and Borrower declare, agree, and acknowledge that:

5.1 Subordination of Indebtedness. Any and all Junior Obligations are hereby subordinated and subject to any and all Senior Lienholder Indebtedness, as set forth herein.

5.2 Permitted Payments. Borrower may make payments under the Junior Obligation Documents, if required, as long as all payments under the Senior Deed of Trust and the other Senior Loan Documents are current and not delinquent or in arrears, and only so long as at the time of such payment: (i) no Default or Event of Default exists under the Loan Agreement and no event exists which, with the lapse of time or the giving of notice or both, would be a Default or Event of Default under the Senior Lienholder Indebtedness of which Junior Lienholder has received written notice; and (ii) the payment would not result in a violation of any of Borrower's financial covenants set forth in any of the documents evidencing the Loan ("**Permitted Payments**").

5.3 Payment Subordination. Except for any Permitted Payments, (a) all of the Senior Lienholder Indebtedness now or hereafter existing shall be first paid in full by Borrower before any payment shall be made by Borrower on the Junior Obligations, and (b) this priority of payment shall apply at all times until all of the Senior Lienholder Indebtedness has been repaid in full. In the event of any assignment by Borrower for the benefit of Borrower's creditors, or any bankruptcy proceedings instituted by or against Borrower, or the appointment of any receiver for Borrower or Borrower's business or assets, or of any dissolution or other winding up of the affairs of Borrower or of Borrower's business, and in all such cases respectively, Borrower's officers and any assignee, trustee in bankruptcy, receiver and other person or

persons in charge are hereby directed to pay to Senior Lienholder the full amount of the Senior Lienholder Indebtedness before making any payments to Junior Lienholder due under the Junior Obligations.

5.4 Return of Prohibited Payments. Except as otherwise expressly agreed to herein, if Junior Lienholder shall receive any payments or other rights in any property of Borrower in connection with the Junior Obligations in violation of this Agreement, such payment or property shall immediately be delivered and transferred to Senior Lienholder after written notice to Junior Lienholder.

5.5 Repayment of Senior Lienholder Indebtedness. This Agreement shall remain in full force and effect until all amounts due under the Notes, the Loan Agreement and the Conventional Loan Agreement are fully repaid in accordance with its terms and all of the terms of this Agreement have been complied with.

5.6 [Intentionally Deleted].

6. Senior Lienholder Agreements. Senior Lienholder agrees that it shall not complete a foreclosure sale of the Property or record a deed-in-lieu of foreclosure with respect to the Property (each, a "**Foreclosure Remedy**") unless Junior Lienholder has first been given sixty (60) days written notice of the Event(s) of Default giving Senior Lienholder the right to complete such Foreclosure Remedy, and unless Junior Lienholder has failed, within such sixty (60)-day period, to cure such Event(s) of Default; provided, however, that Senior Lienholder shall be entitled during such sixty (60)-day period to continue to pursue all of its rights and remedies under the Loan Documents, including, but not limited to, acceleration of the Loan (subject to any de-acceleration provisions specifically set forth in the Senior Loan Documents), commencement and pursuit of a judicial or non-judicial foreclosure (but not completion of the foreclosure sale), appointment of a receiver, enforcement of any guaranty (subject to any notice and cure provisions contained therein), and/or enforcement of any other Senior Loan Document. In the event Senior Lienholder has accelerated the Senior Loan and Junior Lienholder cures all Events of Default giving rise to such acceleration within the sixty (60)-day cure period described above, such cure shall have the effect of de-accelerating the Loan; provided, however, that such de-acceleration shall not waive or limit any of Senior Lienholder's rights to accelerate the Loan or exercise any other remedies under the Senior Loan Documents as to any future or continuing Events of Default. It is the express intent of the parties hereunder that Senior Lienholder shall have the right to pursue all rights and remedies except completion of a Foreclosure Remedy without liability to Junior Lienholder for failure to provide timely written notice to Junior Lienholder required hereunder, and that Senior Lienholder's liability hereunder shall be expressly limited to actual and consequential damages to Junior Lienholder directly caused by Senior Lienholder's completion of a Foreclosure Remedy without Junior Lienholder receiving the written notice and opportunity to cure described above. Senior Lienholder shall give Junior Lienholder written notice at the address set forth below or such other address as Junior Lienholder may instruct Senior Lienholder in writing from time to time:

City of Pueblo

_____

_____

Attention: _____

7. Bankruptcy Provisions. To the extent any payment under any Senior Loan Document (whether by or on behalf of Borrower, as proceeds of security or enforcement of any right of set-off, or otherwise) is declared to be fraudulent or preferential, set aside or required to be paid to a trustee, receiver or other similar party under the Bankruptcy Code or any federal or state bankruptcy, insolvency, receivership or similar law, then if such payment is recovered by, or paid over to, such trustee, receiver or

other similar party, the Senior Indebtedness or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

8. Casualty Insurance Proceeds; Condemnation Proceeds. In the event Senior Lienholder shall release, for the purposes of restoration of all or any part of the improvements, its right, title and interest in and to the proceeds under policies of insurance thereon, and/or its right, title and interest in and to any awards, or its right, title and interest in and to other compensation made for any damages, losses or compensation for other rights by reason of a taking in eminent domain, Junior Lienholder shall simultaneously release (and hereby agrees that it shall be irrevocably and unconditionally deemed to have agreed to release) for such purpose all of Junior Lienholder's right, title and interest, if any, in and to all such insurance proceeds, awards or compensation. Junior Lienholder agrees that the balance of such proceeds remaining after such restoration, or all of such proceeds in the event Senior Lienholder elects, in accordance with Colorado law, not to release any such proceeds for any such restoration, shall be applied to the payment of amounts due under the Senior Loan Documents until all such amounts have been paid in full, prior to being applied to the payment of any amounts due under the Junior Obligation Documents. If Senior Lienholder holds such proceeds, awards or compensation and/or monitors the disbursement thereof, Junior Lienholder agrees that Senior Lienholder may also elect, in its sole and absolute discretion, to hold and monitor the disbursement of such proceeds, awards and compensation to which Junior Lienholder is or may be entitled. Nothing contained in this Agreement shall be deemed to require Senior Lienholder, in any way whatsoever, to act for or on behalf of Junior Lienholder or to hold or monitor any proceeds, awards or compensation in trust for or on behalf of Junior Lienholder, and all or any of such sums so held or monitored may be commingled with any funds of Senior Lienholder.

9. Effect of Other Agreements. The relationship between Borrower and Senior Lienholder under the Senior Loan Documents is, and shall at all times remain, solely that of borrower and lender. Based thereon, Junior Lienholder acknowledges and agrees that Senior Lienholder neither undertakes nor assumes any fiduciary responsibility or other responsibility or duty to Borrower or Junior Lienholder to guarantee or assist in Borrower's or Junior Lienholder's performance under any of the agreements between those parties and other third parties, including without limitation the Junior Obligation Documents.

10. Junior Lienholder Agreements.

10.1 Junior Lienholder's Consent to Assignment. Junior Lienholder hereby consents to the collateral assignment by Borrower to Senior Lienholder of Borrower's rights under the Junior Obligation Documents in accordance with the terms and conditions of the Junior Lienholder Documents.

10.2 Senior Lienholder Right to Cure Default Under Junior Obligation Documents. Junior Lienholder shall give Senior Lienholder copies of all written notices given by Junior Lienholder to Borrower under and in connection with the Junior Obligation Documents simultaneously with the giving of such written notice to Borrower, it being agreed that Senior Lienholder may cure, on behalf of Borrower, any Borrower default under the Junior Obligation Documents within the time provided in the Junior Obligation Documents. In addition, Junior Lienholder agrees that if any breach or default by Borrower occurs under the Junior Obligation Documents which would entitle Subordinate Lender to execute any right or remedy under the Junior Obligation Documents, that it will not exercise any right or remedy under the Junior Obligation Documents until and unless (1) Junior Lienholder has given Senior Lienholder written notice of the breach or default by Borrower under the Junior Obligation Documents entitling Junior Lienholder to exercise such right or remedy, and (2) Senior Lienholder has not cured such breach or default within sixty (60) days after Senior Lienholder receives such written notice (or, if the cure by Senior Lienholder would require Senior Lienholder to obtain physical possession of the Property), has not cured such default within a reasonable period of time after Senior Lienholder actually obtains physical possession of the Property. For all purposes of this Section 10.2, Borrower's failure to satisfy all conditions to the

funding of any portion of the loan by Junior Lienholder to Borrower described in the Junior Obligation Documents ("**Junior Loan**") prior to any stated deadline set forth in the Junior Obligation Documents shall be considered to be a default by Borrower under the Junior Obligation Documents entitling Senior Lienholder to exercise all of its cure and other rights under this Agreement (and any such funding deadline shall automatically be deemed extended to the extent necessary to permit Senior Lienholder to fully exercise all such rights and to preserve the Junior Lienholder's commitment to fund the Junior Loan set forth in the Junior Obligation Documents). Upon Senior Lienholder's cure of any default in accordance with the procedures described above, Junior Lienholder shall recognize Senior Lienholder as the "Borrower" under the Junior Obligation Documents and shall disburse the Junior Loan to Senior Lienholder (or its assignee) in accordance with the Junior Obligation Documents. Junior Lienholder further agrees that until the Junior Loan has been disbursed in full, notwithstanding anything provided in the Junior Obligation Documents to the contrary, unless Senior Lienholder shall consent in writing, Junior Lienholder shall not amend or modify the provisions of the Junior Obligation Documents.

11. Miscellaneous. This Agreement may be executed in multiple counterparts and the signature page(s) and acknowledgment(s) assembled into one original document for recordation, and the validity hereof shall not be impaired by reason of such execution in multiple counterparts. This Agreement is to be governed according to the laws of the State of Colorado. In the event of action, suit, proceeding or arbitration to enforce any term of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party, as determined by the court or arbitrator, all of the prevailing party's costs and expenses, including without limitation attorneys' fees and expert witness fees, incurred by the prevailing party in connection therewith. If Junior Lienholder or any affiliate of Junior Lienholder shall acquire, by indemnification, subrogation or otherwise, any lien, estate, right or other interest in the Property, that lien, estate, right or other interest shall be subordinate to the Senior Deed of Trust and the other Senior Loan Documents as provided herein, and Junior Lienholder hereby waives, on behalf of itself and such affiliate, until all amounts owed under the Senior Loan Documents have been indefeasibly paid in full and all Senior Lienholder's obligations to extend credit under the Senior Loan Documents have terminated, the right to exercise any and all such rights it may acquire by indemnification, subrogation or otherwise. The Agreement shall inure to the benefit of, and the binding upon, the parties hereto and the respective successors and assigns, including, without limitation, Series A-2 Holder.

[*Remainder of Page Intentionally Left Blank*]

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

JUNIOR LIENHOLDER:

CITY OF PUEBLO,
a municipal corporation

By: _____
Heather Graham, Mayor

ATTEST:

_____
City Clerk

BORROWER:

COMPASS POINTE, LP,
a Colorado limited partnership

By: Compass Pointe GP, LLC,
a Colorado limited liability company,
its General Partner

By: _____
Jeffrey L. Kittle
Manager

BONDOWNER REPRESENTATIVE:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Kevin Joseph
Vice President

ADMINISTRATIVE AGENT:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association

By: _____
Kevin Joseph
Vice President

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, 2024 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, 2024 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of _____)

On _____, 2024 before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person (s) whose name (s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her their authorized capacity (ies), and that by his/her/their signature (s) on the instrument the person (s), or the entity upon behalf of which the person (s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature_____

(Seal)

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

JUNIOR OBLIGATION DOCUMENTS

1. Affordable Housing Development Agreement dated as of _____, 2025, by and between Borrower and Junior Lienholder.

2. Promissory Note dated as of _____, 2025, executed by Borrower to the order of Junior Lienholder in the face principal amount of $750,000.

3. Deed of Trust dated as of _____, 2025, executed by Borrower for the benefit of Junior Lienholder and recorded in the Official Records substantially concurrently herewith.

4. UCC-1 Financing Statement(s) naming Borrower, as Debtor, and Junior Lienholder, as Secured Party, filed in connection with the Junior Obligations.

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Robert P. Singleton, Esq.
Winthrop and Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402

SUBORDINATION AND STANDSTILL AGREEMENT (SWAP)

THIS SUBORDINATION AND STANDSTILL AGREEMENT (this "***Agreement***") is entered into this ___ day of _____, 2025, by and among (i) CEDAR RAPIDS BANK AND TRUST COMPANY, an Iowa state-chartered banking corporation (together with its successors and/or assigns, the "***Senior Lender***"), (ii) the CITY OF PUEBLO, a municipal corporation (the "***Subordinate Lender***"), and (iii) COMPASS POINTE, LP, a Colorado limited partnership (the "***Borrower***").

Recitals

A. The Borrower plans to develop and construct an affordable housing development (the "***Project***") located in Pueblo County, Colorado more particularly described in Exhibit A attached hereto (the "***Property***").

B. The Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado ("***Issuer***") issued to U.S. Bank National Association, a national banking association ("***Construction Lender***") its Multifamily Housing Revenue Bond (Compass Pointe Apartments Project) Series 2025A dated as of [____], 2025 in the original principal amount of $[____] (the "***Series A Bonds***"), and issued to Senior Lender its Multifamily Housing Revenue Bond (Compass Pointe Apartments Project) Series 2025B dated as of [___], 2025 in the aggregate principal amount of $[____] (the "***Series B Bonds***" and, together with the Series A Bonds, the "***Bonds***"), each pursuant to that certain Financing Agreement dated as of [___], 2025 (the "***Original Financing Agreement***"), by and among the Issuer, Borrower, and Construction Lender.

C. Pursuant to that certain Bond Purchase and Construction Loan Agreement dated as of [___], 2025, by and among Senior Lender, Borrower, Construction Lender, U.S. Bank National Association, a national banking association, as bondowner representative and as sole lead arranger, and sole bookrunner (the "***Construction Loan Agreement***"), (i) Construction Lender purchased the Series A Bonds for the purpose of funding a loan to Borrower in the original principal amount of $[____] (the "***Series A Loan***"), and (ii) Senior Lender purchased the Series B Bonds for the purpose of funding a loan to Borrower in the original principal amount of $[___] (the "***Series B Loan***" and collectively with the Series A Loan, the "***Construction Loan***").

D. Subject to the terms and conditions set forth in that certain Forward Bond Purchase Agreement dated [___], 2025 ("***FBPA***"), that certain Continuing Covenants Agreement dated [_____], 2025 ("***Continuing Covenants Agreement***"), and that certain [Amended and Restated] Bond Financing Agreement, entered into between Borrower, Senior Lender, and Issuer ("***Bond Financing Agreement***") Senior Lender has agreed to purchase a portion of the Series A Bonds.

E. In connection with Senior Lender's purchase of the Series A Bonds, Senior Lender and Borrower have agreed to enter into an interest rate swap transaction (the "***Senior Loan***") pursuant to that certain ISDA Master Agreement dated as of [_____], 2025, together with an applicable schedules and any other documents executed in connection therewith (the "***Swap Documents***").

F. The Swap Documents are secured by that certain Swap Deed of Trust, Assignment of Rents and Security Agreement dated of even date herewith by the Borrower in favor of the Senior Lender (the "***Senior Deed of Trust***").

G. The Borrower has requested the Senior Lender to permit the Subordinate Lender to make a subordinate loan to the Borrower in the amount of $750,000.00 (the "***Subordinate Loan***") and to secure the Subordinate Loan by, among other things, placing a mortgage lien against the Property.

H. The Subordinate Loan will be evidenced by that certain Promissory Note (the "***Subordinate Note***"), dated as of [_____], 2025 made by Borrower and payable to the order of Subordinate Lender.

I. The Subordinate Loan will be secured by that certain Deed of Trust dated as of [_____], 2025 by Borrower in favor of Subordinate Lender (the "***Subordinate Deed of Trust***").

J. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place a subordinate mortgage lien against the Property subject to all of the conditions contained in this Agreement.

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to place a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"Affiliate" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term

"control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"Borrower" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

"Business Day" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"Default Notice" means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a Senior Loan Default has occurred under the Swap Documents; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement. When any other Person becomes the legal holder of the Swap Documents, such other Person shall automatically become the Senior Lender.

"Senior Loan Default" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"Senior Loan Documents" means the Swap Documents, the Senior Deed of Trust and all other documents evidencing, securing or otherwise executed and delivered in connection with the Senior Loan.

"Subordinate Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"Subordinate Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"Subordinate Loan Documents" means the Subordinate Note, the Subordinate Deed of Trust and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

2. Permission to Place Deed of Trust Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Deed of Trust and other recordable Subordinate Loan Documents against the Property (which are subordinate in all respects to the lien of the Senior Deed of Trust) to secure the Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is not true and correct on both of those dates, the provisions of the Senior Deed of Trust and Senior Loan Documents applicable to unpermitted liens on the Property shall apply.

3. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) Subordinate Note. The Subordinate Note shall be deemed to contain the following provision:

> The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by an ISDA Master Agreement dated [_____], 2025 by and between Borrower and Cedar Rapids Bank and Trust Company (the "ISDA Master Agreement"), to the extent and in the manner provided in that certain Subordination and Standstill Agreement of even date herewith between the Borrower, Subordinate Lender and the Senior Lender (the "Subordination Agreement"). The Deed of Trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Deed of Trust securing Borrower's obligations under the ISDA Master Agreement as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of this Note, to have agreed to perform and observe all of the terms, covenants and conditions to be performed or observed by the Subordinate Lender (as defined in the Subordination Agreement) under the Subordination Agreement.

(b) Relationship of Borrower to Subordinate Lender and Senior Lender. The Subordinate Lender is not an Affiliate of the Borrower and is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower.

(c) Term. The term of the Subordinate Note does not end before the term of the Swap Documents.

(d) Subordinate Loan Documents. The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents.

(e) Senior Loan Documents. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents.

4. Terms of Subordination.

(a) Agreement to Subordinate. The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Deed of Trust and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Deed of Trust and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Deed of Trust and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Deed of Trust, curing defaults by the Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Deed of Trust, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

(b) Subordination of Subrogation Rights. The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the Senior Deed of Trust, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Deed of Trust.

(c) Payments Before Senior Loan Default. Until the Subordinate Lender receives a Default Notice of a Senior Loan Default from the Senior Lender, the Subordinate Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default. The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the Senior Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice; provided, however that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents to the extent permitted under Section 5(b). All amounts paid by the Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the Senior Deed of Trust.

(b) Subordinate Lender's Agreement to Standstill. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without prior written notice to Senior Lender, it will not accelerate the Subordinate Loan, commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other collection or enforcement action.

(c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Swap Documents shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such Senior Loan Default.

6. Default Under Senior Loan Documents.

(a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default as provided below. Subordinate Lender may have up to 60 days from the date of the Default Notice to cure any monetary default under the Senior Loan Documents; provided, however, that the Senior Lender shall be entitled during such 60-day period to continue to pursue its remedies with respect to the Property.

Subordinate Lender may have up to 60 days from the date of the Default Notice to cure a non-monetary default if during such 60-day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 60-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property. All amounts paid by the Subordinate Lender to the Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Deed of Trust.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until the Senior Lender has taken affirmative action to exercise its rights under the Senior Deed of Trust to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Deed of Trust. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any Senior Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the Senior Deed of Trust and the Subordinate Deed of Trust, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Deed of Trust for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the Senior Deed of Trust remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the Senior Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied to payment of the costs and expenses of repair and restoration in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Swap Documents shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever and Subordinate Lender agrees that it shall not transfer or assign the Subordinate Loan or the Subordinate Loan Documents without the prior written consent of the Senior Lender.

9. Stabilization, Modification or Refinancing of Senior Loan.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money.

10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

Cedar Rapids Bank and Trust Company
500 1st Avenue NE, Suite 100
Cedar Rapids, Iowa 52401
Attention: Josh Burgett

With a copy to:

Winthrop & Weinstine, P.A.
225 South 6th Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: Holly A. Stocker, Esq.

SUBORDINATE LENDER:

City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003
Attention: Mayor's Office

With a copy to:

City of Pueblo Law Department
1 City Hall Place
Pueblo, CO 81003
Attention: City Attorney

BORROWER:

Compass Pointe, LP
c/o Kittle Property Group, Inc.
310 East 96th Street, Suite 400
Indianapolis, Indiana 46240
Attention: Jeffrey L. Kittle

With a copy to:

[_____]
[_____]
[_____]
Attention: [_____]

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of

the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances. The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Deed of Trust is subordinate to the lien, covenants and conditions of the Senior Deed of Trust, or to further evidence the intent of this Agreement.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Deed of Trust; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Deed of Trust, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

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

SENIOR LENDER:

CEDAR RAPIDS BANK AND TRUST COMPANY, an Iowa state-chartered banking corporation

By: _____
Josh Burgett
Vice President

STATE OF IOWA)
)
COUNTY OF LINN)

The foregoing instrument was acknowledged before the this ___ day of _____, 2025, by Josh Burgett, a Vice President of Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation, on behalf of said state-chartered banking corporation.

_____
Notary Public

SUBORDINATE LENDER:

CITY OF PUEBLO, a municipal corporation

By: _____
Name: _____
Its:_____

STATE OF COLORADO)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 2025, by _____, the _____ of the City of Pueblo, a Colorado municipal corporation, for and on behalf of said municipal corporation.

_____
Notary Public

BORROWER:

COMPASS POINTE, LP, a
Colorado limited partnership

By: Compass Pointe GP, LLC, a
Colorado limited liability company, its
General Partner

By: _____
Jeffrey L. Kittle
Manager

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 2025, by Jeffrey L. Kittle, the Manager of Compass Pointe GP, LLC, a Colorado limited liability company, the General Partner of Compass Pointe, LP, a Colorado limited partnership, for and on behalf of said limited partnership.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted]

RECORDING REQUESTED BY:
WHEN RECORDED MAIL TO:

Robert P. Singleton, Esq.
Winthrop and Weinstine, P.A.
225 South Sixth Street, Suite 3500
Minneapolis, Minnesota 55402

SUBORDINATION AND STANDSTILL AGREEMENT

THIS SUBORDINATION AND STANDSTILL AGREEMENT (this "***Agreement***") is entered into this ___ day of _____, 20__, by and among (i) CEDAR RAPIDS BANK AND TRUST COMPANY, an Iowa state-chartered banking corporation (together with its successors and/or assigns, the "***Senior Lender***"), (ii) the CITY OF PUEBLO, a municipal corporation (the "***Subordinate Lender***"), and (iii) COMPASS POINTE, LP, a Colorado limited partnership (the "***Borrower***").

Recitals

A. The Borrower plans to develop and construct an affordable housing development (the "***Project***") located in Pueblo County, Colorado more particularly described in Exhibit A attached hereto (the "***Property***").

B. The Colorado Housing and Finance Authority, a body corporate and political subdivision of the State of Colorado ("***Issuer***") issued to U.S. Bank National Association, a national banking association ("***Construction Lender***") its Multifamily Housing Revenue Bond (Compass Pointe Apartments Project) Series 2025A dated as of [____], 2025 in the original principal amount of $[____] (the "***Series A Bonds***"), and issued to Senior Lender its Multifamily Housing Revenue Bond (Compass Pointe Apartments Project) Series 2025B dated as of [___], 2025 in the aggregate principal amount of $[____] (the "***Series B Bonds***" and, together with the Series A Bonds, the "***Bonds***"), each pursuant to that certain Financing Agreement dated as of [___], 2025 (the "***Original Financing Agreement***"), by and among the Issuer, Borrower, and Construction Lender.

C. Pursuant to that certain Bond Purchase and Construction Loan Agreement dated as of [___], 2025, by and among Senior Lender, Borrower, Construction Lender, U.S. Bank National Association, a national banking association, as bondowner representative and as sole lead arranger, and sole bookrunner (the "***Construction Loan Agreement***"), (i) Construction Lender purchased the Series A Bonds for the purpose of funding a loan to Borrower in the original principal amount of $[____] (the "***Series A Loan***"), and (ii) Senior Lender purchased the Series B Bonds for the purpose of funding a loan to Borrower in the original principal amount of $[___] (the "***Series B Loan***" and collectively with the Series A Loan, the "***Construction Loan***").

D. Subject to the terms and conditions set forth in that certain Forward Bond Purchase Agreement dated [___], 2025 ("***FBPA***"), that certain Continuing Covenants Agreement dated [_____], 2025 ("***Continuing Covenants Agreement***"), and that certain [Amended and Restated] Bond Financing Agreement, entered into between Borrower, Senior Lender, and Issuer ("***Bond Financing Agreement***") Senior Lender has agreed to purchase a portion of the Series A Bonds.

E. In connection with Senior Lender's purchase of the Series A Bonds, Borrower has executed and delivered that certain Amended and Restated Promissory Note dated as of even date herewith in the original principal amount of $[_____] (the "***Senior Note***"), to memorialize a loan to Borrower of the same amount (the "***Senior Loan***").

F. The Senior Loan is secured by that certain Amended and Restated Deed of Trust, Assignment of Rents and Security Agreement dated of even date herewith by the Borrower in favor of the Senior Lender (the "***Senior Deed of Trust***"), granting a first priority security interest in the Property.

G. The Borrower has requested the Senior Lender to permit the Subordinate Lender to make a subordinate loan to the Borrower in the amount of $750,000.00 (the "***Subordinate Loan***") and to secure the Subordinate Loan by, among other things, placing a mortgage lien against the Property.

H. The Subordinate Loan will be evidenced by that certain Promissory Note (the "***Subordinate Note***"), dated as of [_____], 2025 made by Borrower and payable to the order of Subordinate Lender.

I. The Subordinate Loan will be secured by that certain Deed of Trust dated as of [_____], 2025 by Borrower in favor of Subordinate Lender (the "***Subordinate Deed of Trust***").

J. The Senior Lender has agreed to permit the Subordinate Lender to make the Subordinate Loan and to place a subordinate mortgage lien against the Property subject to all of the conditions contained in this Agreement.

NOW, THEREFORE, in order to induce the Senior Lender to permit the Subordinate Lender to make the Subordinate Loan to the Borrower and to place a subordinate mortgage lien against the Property, and in consideration thereof, the Senior Lender, the Subordinate Lender and the Borrower agree as follows:

1. Definitions.

In addition to the terms defined in the Recitals to this Agreement, for purposes of this Agreement the following terms have the respective meanings set forth below:

"Affiliate" means, when used with respect to a Person, any corporation, partnership, joint venture, limited liability company, limited liability partnership, trust or individual controlled by, under common control with, or which controls such Person (the term

"control" for these purposes shall mean the ability, whether by the ownership of shares or other equity interests, by contract or otherwise, to elect a majority of the directors of a corporation, to make management decisions on behalf of, or independently to select the managing partner of, a partnership, or otherwise to have the power independently to remove and then select a majority of those individuals exercising managerial authority over an entity, and control shall be conclusively presumed in the case of the ownership of 50% or more of the equity interests).

"Borrower" means the Person named as such in the first paragraph of this Agreement and any other Person (other than the Senior Lender) who acquires title to the Property after the date of this Agreement.

"Business Day" means any day other than Saturday, Sunday or a day on which the Senior Lender is not open for business.

"Default Notice" means: (a) a copy of the written notice from the Senior Lender to the Borrower stating that a Senior Loan Default has occurred under the Senior Loan; or (b) a copy of the written notice from the Subordinate Lender to the Borrower stating that a Subordinate Loan Default has occurred under the Subordinate Loan. Each Default Notice shall specify the default upon which such Default Notice is based.

"Person" means an individual, estate, trust, partnership, corporation, limited liability company, limited liability partnership, governmental department or agency or any other entity which has the legal capacity to own property.

"Senior Lender" means the Person named as such in the first paragraph on page 1 of this Agreement. When any other Person becomes the legal holder of the Senior Note, such other Person shall automatically become the Senior Lender.

"Senior Loan Default" means the occurrence of an "Event of Default" as that term is defined in the Senior Loan Documents.

"Senior Loan Documents" means the Continuing Covenants Agreement, the Senior Note, the Senior Deed of Trust and all other documents evidencing, securing or otherwise executed and delivered in connection with the Senior Loan.

"Subordinate Lender" means the Person named as such in the first paragraph on page 1 of this Agreement and any other Person who becomes the legal holder of the Subordinate Note after the date of this Agreement.

"Subordinate Loan Default" means a default by the Borrower in performing or observing any of the terms, covenants or conditions in the Subordinate Loan Documents to be performed or observed by it, which continues beyond any applicable period provided in the Subordinate Loan Documents for curing the default.

"Subordinate Loan Documents" means the Subordinate Note, the Subordinate Deed of Trust and all other documents evidencing, securing or otherwise executed and delivered in connection with the Subordinate Loan.

2. Permission to Place Deed of Trust Lien Against Property.

The Senior Lender agrees, notwithstanding the prohibition against inferior liens on the Property contained in the Senior Loan Documents and subject to the provisions of this Agreement, to permit the Subordinate Lender to record the Subordinate Deed of Trust and other recordable Subordinate Loan Documents against the Property (which are subordinate in all respects to the lien of the Senior Deed of Trust) to secure the Borrower's obligation to repay the Subordinate Note and all other obligations, indebtedness and liabilities of the Borrower to the Subordinate Lender under and in connection with the Subordinate Loan. Such permission is subject to the condition that each of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is true and correct on the date of this Agreement and on the date on which the proceeds of the Subordinate Loan are disbursed to the Borrower. If any of the representations and warranties made by the Borrower and the Subordinate Lender in Section 3 is not true and correct on both of those dates, the provisions of the Senior Deed of Trust and Senior Loan Documents applicable to unpermitted liens on the Property shall apply.

3. Borrower's and Subordinate Lender's Representations and Warranties.

The Borrower and the Subordinate Lender each makes the following representations and warranties to the Senior Lender:

(a) Subordinate Note. The Subordinate Note shall be deemed to contain the following provision:

> The indebtedness evidenced by this Note is and shall be subordinate in right of payment to the prior payment in full of the indebtedness evidenced by that certain Amended and Restated Note (the "Senior Note") in the original principal amount of $[_____] executed by Borrower payable to Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation (the "Senior Lender"), to the extent and in the manner provided in that certain Subordination and Standstill Agreement dated as of _____, 202__, by and among the City of Pueblo, a municipal corporation, the Borrower and the Senior Lender (the "Subordination Agreement"). The deed of trust securing this Note is and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of that certain Amended and Restated Deed of Trust, Assignment of Rents and Security Instrument by Borrower for the benefit of Senior Lender securing the Senior Note as more fully set forth in the Subordination Agreement. The rights and remedies of the payee and each subsequent holder of this Note under the deed of trust securing this Note are subject to the restrictions and limitations set forth in the Subordination Agreement. Each subsequent holder of this Note shall be deemed, by virtue of such holder's acquisition of this Note, to have agreed to perform and observe all

of the terms, covenants and conditions to be performed or observed by the Subordinate Lender (as defined in the Subordination Agreement) under the Subordination Agreement.

(b) Relationship of Borrower to Subordinate Lender and Senior Lender. The Subordinate Lender is not an Affiliate of the Borrower and is not in possession of any facts which would lead it to believe that the Senior Lender is an Affiliate of the Borrower.

(c) Term. The term of the Subordinate Note does not end before the term of the Senior Note.

(d) Subordinate Loan Documents. The executed Subordinate Loan Documents are substantially in the same forms as those submitted to, and approved by, Senior Lender prior to the date of this Agreement. Upon execution and delivery of the Subordinate Loan Documents, Borrower shall deliver to Senior Lender an executed copy of each of the Subordinate Loan Documents.

(e) Senior Loan Documents. Upon execution and delivery of the Senior Loan Documents, Borrower shall deliver to Subordinate Lender an executed copy of each of the Senior Loan Documents.

4. Terms of Subordination.

(a) Agreement to Subordinate. The Senior Lender and the Subordinate Lender agree that: (i) the indebtedness evidenced by the Subordinate Loan Documents is and shall be subordinated in right of payment, to the extent and in the manner provided in this Agreement to the prior payment in full of the indebtedness evidenced by the Senior Loan Documents, and (ii) the Subordinate Deed of Trust and the other Subordinate Loan Documents are and shall be subject and subordinate in all respects to the liens, terms, covenants and conditions of the Senior Deed of Trust and the other Senior Loan Documents and to all advances heretofore made or which may hereafter be made pursuant to the Senior Deed of Trust and the other Senior Loan Documents (including but not limited to, all sums advanced for the purposes of (1) protecting or further securing the lien of the Senior Deed of Trust, curing defaults by the Borrower under the Senior Loan Documents or for any other purpose expressly permitted by the Senior Deed of Trust, or (2) constructing, renovating, repairing, furnishing, fixturing or equipping the Property).

(b) Subordination of Subrogation Rights. The Subordinate Lender agrees that if, by reason of its payment of real estate taxes or other monetary obligations of the Borrower, or by reason of its exercise of any other right or remedy under the Subordinate Loan Documents, it acquires by right of subrogation or otherwise a lien on the Property which (but for this subsection) would be senior to the lien of the Senior Deed of Trust, then, in that event, such lien shall be subject and subordinate to the lien of the Senior Deed of Trust.

(c) Payments Before Senior Loan Default. Until the Subordinate Lender receives a Default Notice of a Senior Loan Default from the Senior Lender, the Subordinate

Lender shall be entitled to retain for its own account all payments made under or pursuant to the Subordinate Loan Documents.

(d) Payments After Senior Loan Default. The Borrower agrees that, after it receives notice (or otherwise acquires knowledge) of a Senior Loan Default, it will not make any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Senior Lender's prior written consent. The Subordinate Lender agrees that, after it receives a Default Notice from the Senior Lender with written instructions directing the Subordinate Lender not to accept payments from the Borrower on account of the Subordinate Loan, it will not accept any payments under or pursuant to the Subordinate Loan Documents (including but not limited to principal, interest, additional interest, late payment charges, default interest, attorney's fees, or any other sums secured by the Subordinate Deed of Trust) without the Senior Lender's prior written consent. If the Subordinate Lender receives written notice from the Senior Lender that the Senior Loan Default which gave rise to the Subordinate Lender's obligation not to accept payments has been cured, waived, or otherwise suspended by the Senior Lender, the restrictions on payment to the Subordinate Lender in this Section 4 shall terminate, and the Senior Lender shall have no right to any subsequent payments made to the Subordinate Lender by the Borrower prior to the Subordinate Lender's receipt of a new Default Notice from the Senior Lender in accordance with the provisions of this Section 4(d).

(e) Remitting Subordinate Loan Payments to Senior Lender. If, after the Subordinate Lender receives a Default Notice from the Senior Lender in accordance with subsection (d) above, the Subordinate Lender receives any payments under the Subordinate Loan Documents, the Subordinate Lender agrees that such payment or other distribution will be received and held in trust for the Senior Lender and unless the Senior Lender otherwise notifies the Subordinate Lender in writing, will be promptly remitted, in kind to the Senior Lender, properly endorsed to the Senior Lender, to be applied to the principal of, interest on and other amounts due under the Senior Loan Documents in accordance with the provisions of the Senior Loan Documents. By executing this Agreement, the Borrower specifically authorizes the Subordinate Lender to endorse and remit any such payments to the Senior Lender, and specifically waives any and all rights to have such payments returned to the Borrower or credited against the Subordinate Loan. Borrower and Senior Lender acknowledge and agree that payments received by the Subordinate Lender, and remitted to the Senior Lender under this Section 4, shall not be applied or otherwise credited against the Subordinate Loan, nor shall the tender of such payment to the Senior Lender waive any Subordinate Loan Default which may arise from the inability of the Subordinate Lender to retain such payment or apply such payment to the Subordinate Loan.

(f) Agreement Not to Commence Bankruptcy Proceeding. The Subordinate Lender agrees that during the term of this Agreement it will not commence, or join with any other creditor in commencing any bankruptcy reorganization, arrangement, insolvency or liquidation proceedings with respect to the Borrower, without the Senior Lender's prior written consent.

5. Default Under Subordinate Loan Documents.

(a) Notice of Default and Cure Rights. The Subordinate Lender shall deliver to the Senior Lender a Default Notice within five Business Days in each case where the Subordinate Lender has given a Default Notice to the Borrower. Failure of the Subordinate Lender to send a Default Notice to the Senior Lender shall not prevent the exercise of the Subordinate Lender's rights and remedies under the Subordinate Loan Documents, subject to the provisions of this Agreement. The Senior Lender shall have the right, but not the obligation, to cure any Subordinate Loan Default within 60 days following the date of such notice; provided, however that the Subordinate Lender shall be entitled, during such 60-day period, to continue to pursue its rights and remedies under the Subordinate Loan Documents to the extent permitted under Section 5(b). All amounts paid by the Senior Lender in accordance with the Senior Loan Documents to cure a Subordinate Loan Default shall be deemed to have been advanced by the Senior Lender pursuant to, and shall be secured by the lien of, the Senior Deed of Trust.

(b) Subordinate Lender's Agreement to Standstill. If a Subordinate Loan Default occurs and is continuing, the Subordinate Lender agrees that, without prior written notice to Senior Lender, it will not accelerate the Subordinate Loan, commence foreclosure proceedings with respect to the Property, collect rents, appoint (or seek the appointment of) a receiver or institute any other collection or enforcement action.

(c) Cross Default. The Borrower and the Subordinate Lender agree that a Subordinate Loan Default shall constitute a Senior Loan Default under the Senior Loan Documents and the Senior Lender shall have the right to exercise all rights or remedies under the Senior Loan Documents in the same manner as in the case of any other Senior Loan Default. If the Subordinate Lender notifies the Senior Lender in writing that any Subordinate Loan Default of which the Senior Lender has received a Default Notice has been cured or waived, as determined by the Subordinate Lender in its sole discretion, then provided that Senior Lender has not conducted a sale of the Property pursuant to its rights under the Senior Loan Documents, any Senior Loan Default under the Senior Loan Documents arising solely from such Subordinate Loan Default shall be deemed cured, and the Senior Loan shall be reinstated, provided, however, that the Senior Lender shall not be required to return or otherwise credit for the benefit of the Borrower any default rate interest or other default related charges or payments received by the Senior Lender during such Senior Loan Default.

6. Default Under Senior Loan Documents.

(a) Notice of Default and Cure Rights. The Senior Lender shall deliver to the Subordinate Lender a Default Notice within five Business Days in each case where the Senior Lender has given a Default Notice to the Borrower. Failure of the Senior Lender to send a Default Notice to the Subordinate Lender shall not prevent the exercise of the Senior Lender's rights and remedies under the Senior Loan Documents, subject to the provisions of this Agreement. The Subordinate Lender shall have the right, but not the obligation, to cure any such Senior Loan Default as provided below. Subordinate Lender may have up to 60 days from the date of the Default Notice to cure any monetary default under the

Senior Loan Documents; provided, however, that the Senior Lender shall be entitled during such 60-day period to continue to pursue its remedies with respect to the Property. Subordinate Lender may have up to 60 days from the date of the Default Notice to cure a non-monetary default if during such 60-day period Subordinate Lender keeps current all payments required by the Senior Loan Documents. In the event that such a non-monetary default creates an unacceptable level of risk relative to the Property, or Senior Lender's secured position relative to the Property, as determined by Senior Lender in its sole discretion, then Senior Lender may exercise during such 60-day period all available rights and remedies to protect and preserve the Property and the rents, revenues and other proceeds from the Property. All amounts paid by the Subordinate Lender to the Senior Lender to cure a Senior Loan Default shall be deemed to have been advanced by the Subordinate Lender pursuant to, and shall be secured by the lien of, the Subordinate Deed of Trust.

(b) Cross Default. The Subordinate Lender agrees that, notwithstanding any contrary provision contained in the Subordinate Loan Documents, a Senior Loan Default shall not constitute a default under the Subordinate Loan Documents if no other default occurred under the Subordinate Loan Documents until the Senior Lender has taken affirmative action to exercise its rights under the Senior Deed of Trust to collect rent, to appoint (or seek the appointment of) a receiver or to foreclose on (or to exercise a power of sale contained in) the Senior Deed of Trust. At any time after a Senior Loan Default is determined to constitute a default under the Subordinate Loan Documents, the Subordinate Lender shall be permitted to pursue its remedies for default under the Subordinate Loan Documents, subject to the restrictions and limitations of this Agreement. If at any time the Borrower cures any Senior Loan Default to the satisfaction of the Senior Lender, as evidenced by written notice from the Senior lender to the Subordinate Lender, any default under the Subordinate Loan Documents arising from such Senior Loan Default shall be deemed cured and the Subordinate Loan shall be retroactively reinstated as if such Senior Loan Default had never occurred.

7. Conflict.

The Borrower, the Senior Lender and the Subordinate Lender each agrees that, in the event of any conflict or inconsistency between the terms of the Senior Loan Documents, the Subordinate Loan Documents and the terms of this Agreement, the terms of this Agreement shall govern and control solely as to the following: (a) the relative priority of the security interests of the Senior Lender and the Subordinate Lender in the Property; (b) the timing of the exercise of remedies by the Senior Lender and the Subordinate Lender under the Senior Deed of Trust and the Subordinate Deed of Trust, respectively; and (c) solely as between the Senior Lender and the Subordinate Lender, the notice requirements, cure rights, and the other rights and obligations which the Senior Lender and the Subordinate Lender have agreed to as expressly provided in this Agreement. Borrower acknowledges that the terms and provisions of this Agreement shall not, and shall not be deemed to: extend Borrower's time to cure any Senior Loan Default or Subordinate Loan Default, as the case may be; give the Borrower the right to notice of any Senior Loan Default or Subordinate Loan Default, as the case may be other than that, if any, provided, respectively under

the Senior Loan Documents or the Subordinate Loan Documents; or create any other right or benefit for Borrower as against Senior Lender or Subordinate Lender.

8. Rights and Obligations of the Subordinate Lender Under the Subordinate Loan Documents and of the Senior Lender under the Senior Loan Documents.

Subject to each of the other terms of this Agreement, all of the following provisions shall supersede any provisions of the Subordinate Loan Documents covering the same subject matter:

(a) Protection of Security Interest. The Subordinate Lender shall not, without the prior written consent of the Senior Lender in each instance, take any action which has the effect of increasing the indebtedness outstanding under, or secured by, the Subordinate Loan Documents, except that the Subordinate Lender shall have the right to advance funds to cure Senior Loan Defaults pursuant to Section 6(a) above and advance funds pursuant to the Subordinate Deed of Trust for the purpose of paying real estate taxes and insurance premiums, making necessary repairs to the Property and curing other defaults by the Borrower under the Subordinate Loan Documents.

(b) Condemnation or Casualty. In the event of: a taking or threatened taking by condemnation or other exercise of eminent domain of all or a portion of the Property (collectively, a "Taking"); or the occurrence of a fire or other casualty resulting in damage to all or a portion of the Property (collectively, a "Casualty"), at any time or times when the Senior Deed of Trust remains a lien on the Property the following provisions shall apply:

(1) The Subordinate Lender hereby agrees that its rights (under the Subordinate Loan Documents or otherwise) to participate in any proceeding or action relating to a Taking and/or a Casualty, or to participate or join in any settlement of, or to adjust, any claims resulting from a Taking or a Casualty shall be and remain subordinate in all respects to the Senior Lender's rights under the Senior Loan Documents with respect thereto, and the Subordinate Lender shall be bound by any settlement or adjustment of a claim resulting from a Taking or a Casualty made by the Senior Lender; provided, however, this subsection and/or anything contained in this Agreement shall not limit the rights of the Subordinate Lender to file any pleadings, documents, claims or notices with the appropriate court with jurisdiction over the proposed Taking and/or Casualty; and

(2) all proceeds received or to be received on account of a Taking or a Casualty, or both, shall be applied to payment of the costs and expenses of repair and restoration in the manner determined by the Senior Lender in its sole discretion; provided, however, that if the Senior Lender elects to apply such proceeds to payment of the principal of, interest on and other amounts payable under the Senior Loan shall be paid to, and may be applied by, the Subordinate Lender in accordance with the applicable provisions of the Subordinate Loan Documents, provided however, the Senior Lender agrees to consult with the Subordinate Lender in determining the application of Casualty proceeds, provided further however that in the event of any disagreement between the Senior Lender and the Subordinate

Lender over the application of Casualty proceeds, the decision of the Senior Lender, in its sole discretion, shall prevail.

(c) No Modification of Subordinate Loan Documents. The Borrower and the Subordinate Lender each agrees that, until the principal of, interest on and all other amounts payable under the Senior Loan Documents have been paid in full, it will not, without the prior written consent of the Senior Lender in each instance, increase the amount of the Subordinate Loan, increase the required payments due under the Subordinate Loan, decrease the term of the Subordinate Loan, increase the interest rate on the Subordinate Loan, or otherwise amend the Subordinate Loan terms in a manner that creates an adverse effect upon the Senior Lender under the Senior Loan Documents. Any unauthorized amendment of the Subordinate Loan Documents or assignment of the Subordinate Lender's interest in the Subordinate Loan without the Senior Lender's consent shall be void ab initio and of no effect whatsoever and Subordinate Lender agrees that it shall not transfer or assign the Subordinate Loan or the Subordinate Loan Documents without the prior written consent of the Senior Lender.

9. Stabilization, Modification or Refinancing of Senior Loan.

The Subordinate Lender consents to any agreement or arrangement in which the Senior Lender waives, postpones, extends, reduces or modifies any provisions of the Senior Loan Documents, including any provision requiring the payment of money.

10. Default by the Subordinate Lender or Senior Lender.

If the Subordinate Lender or Senior Lender defaults in performing or observing any of the terms, covenants or conditions to be performed or observed by it under this Agreement, the other, non-defaulting lender shall have the right to all available legal and equitable relief.

11. Notices.

Each notice, request, demand, consent, approval or other communication (hereinafter in this Section referred to collectively as "notices" and referred to singly as a "notice") which the Senior Lender or the Subordinate Lender is required or permitted to give to the other party pursuant to this Agreement shall be in writing and shall be deemed to have been duly and sufficiently given if: (a) personally delivered with proof of delivery thereof (any notice so delivered shall be deemed to have been received at the time so delivered); or (b) sent by Federal Express (or other similar national overnight courier) designating early morning delivery (any notice so delivered shall be deemed to have been received on the next Business Day following receipt by the courier); or (c) sent by United States registered or certified mail, return receipt requested, postage prepaid, at a post office regularly maintained by the United States Postal Service (any notice so sent shall be deemed to have been received two days after mailing in the United States), addressed to the respective parties as follows:

SENIOR LENDER:

Cedar Rapids Bank and Trust Company
500 1st Avenue NE, Suite 100
Cedar Rapids, Iowa 52401
Attention: Josh Burgett

With a copy to:

Winthrop & Weinstine, P.A.
225 South 6th Street, Suite 3500
Minneapolis, Minnesota 55402
Attention: Robert P. Singleton

SUBORDINATE LENDER:

City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003
Attention: Mayor's Office

With a copy to:

City of Pueblo Law Department
1 City Hall Place
Pueblo, CO 81003
Attention: City Attorney

BORROWER:

Compass Pointe, LP
c/o Kittle Property Group, Inc.
310 East 96th Street, Suite 400
Indianapolis, Indiana 46240
Attention: Jeffrey L. Kittle

With a copy to:

[_____]
[_____]
[_____]
Attention: [_____]

Either party may, by notice given pursuant to this Section, change the person or persons and/or address or addresses, or designate an additional person or persons or an additional address or addresses for its notices, but notice of a change of address shall only be effective upon receipt.

12. General.

(a) Assignment/Successors. This Agreement shall be binding upon the Borrower, the Senior Lender and the Subordinate Lender and shall inure to the benefit of the respective legal successors and assigns of the Senior Lender and the Subordinate Lender.

(b) No Partnership or Joint Venture. The Senior Lender's permission for the placement of the Subordinate Loan Documents does not constitute the Senior Lender as a joint venturer or partner of the Subordinate Lender. Neither party hereto shall hold itself out as a partner, agent or Affiliate of the other party hereto.

(c) Senior Lender's and Subordinate Lender's Consent. Wherever the Senior Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Senior Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement. Wherever the Subordinate Lender's consent or approval is required by any provision of this Agreement, such consent or approval may be granted or denied by the Subordinate Lender in its sole and absolute discretion, unless otherwise expressly provided in this Agreement.

(d) Further Assurances. The Subordinate Lender, the Senior Lender and the Borrower each agree, at the Borrower's expense, to execute and deliver all additional instruments and/or documents reasonably required by any other party to this Agreement in order to evidence that the Subordinate Deed of Trust is subordinate to the lien, covenants and conditions of the Senior Deed of Trust, or to further evidence the intent of this Agreement.

(e) Amendment. This Agreement shall not be amended except by written instrument signed by all parties hereto.

(f) Governing Law. This Agreement shall be governed by the laws of the State in which the Property is located.

(g) Severable Provisions. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

(h) Term. The term of this Agreement shall commence on the date hereof and shall continue until the earliest to occur of the following events: (i) the payment of all of the principal of, interest on and other amounts payable under the Senior Loan Documents; (ii) the payment of all of the principal of, interest on and other amounts payable under the Subordinate Loan Documents, other than by reason of payments which the Subordinate

Lender is obligated to remit to the Senior Lender pursuant to Section 4 hereof; (iii) the acquisition by the Senior Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Senior Deed of Trust; or (iv) the acquisition by the Subordinate Lender of title to the Property pursuant to a foreclosure or a deed in lieu of foreclosure of, or the exercise of a power of sale contained in, the Subordinate Deed of Trust, but only if such acquisition of title does not violate any of the terms of this Agreement.

(i) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be considered an original for all purposes; provided, however, that all such counterparts shall together constitute one and the same instrument.

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14823.771

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

SENIOR LENDER:

CEDAR RAPIDS BANK AND TRUST COMPANY, an Iowa state-chartered banking corporation

By: _____
Josh Burgett
Vice President

STATE OF IOWA)
)
COUNTY OF LINN)

The foregoing instrument was acknowledged before the this ___ day of _____, 2025, by Josh Burgett, a Vice President of Cedar Rapids Bank and Trust Company, an Iowa state-chartered banking corporation, on behalf of said state-chartered banking corporation.

_____
Notary Public

SUBORDINATE LENDER:

CITY OF PUEBLO, a municipal corporation

By: _____
Name: _____
Its:_____

STATE OF COLORADO)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 2025, by _____, the _____ of the City of Pueblo, a Colorado municipal corporation, for and on behalf of said municipal corporation.

_____
Notary Public

BORROWER:

COMPASS POINTE, LP, a
Colorado limited partnership

By: Compass Pointe GP, LLC, a
Colorado limited liability company, its
General Partner

By: _____
Jeffrey L. Kittle
Manager

STATE OF _____)
)
COUNTY OF _____)

This instrument was acknowledged before me this ___ day of _____, 2025, by Jeffrey L. Kittle, the Manager of Compass Pointe GP, LLC, a Colorado limited liability company, the General Partner of Compass Pointe, LP, a Colorado limited partnership, for and on behalf of said limited partnership.

_____
Notary Public

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted]

HEROS version prod-1338-a6fdfa45

HUD Environmental Review Online System (HEROS)Skip navigation

HEROS Home Guide to HEROS

Assign Review

My Environmental Reviews Reports Admin Logout

- Initial Screen
- Project Summary
- Level of Review Determination
- Project Justification
- Related Laws and Authorities
- Environmental Assessment Factors
- Environmental Assessment Analysis
- Mitigation Measures and Conditions
- Environmental Finding
- Package
- Signature and Posting
- NOI-RROF
- RROF (7015.15)
- AUGF (7015.16)
- Complete and Archive

7015.16 – Authority to Use Grant Funds

Project Name: Compass-Pointe-Project

Do not complete this screen until all appropriate waiting periods have elapsed.

Were any objections received to releasing the funds?

- ○ Yes
- ◉ No

If yes, upload objections received and the response: Upload

Upload any additional materials that should be attached to this form, such as a letter authorizing the release of fun here: Upload

To: (Name & address of Grant Recipient & name & title of Chief Executive Officer)

PUEBLO
2631 E 4th St
2ND FLLOR
Pueblo
Colorado

Copy To: (name & address of SubRecipient)

We received your Request for Release of Funds and Certification, form HUD-7015.15 on: 5/23/25

Your Request was for HUD/State Identification Number: M-17-DC-08-0205, M-18-DC

Program Activity/Project Description

The proposed project, called Compass Pointe, will consist of new construction of 192 housing units built into 6 buildings that will be located on the 15.48 acre Parcel #0428200007, located South of Oakshire Lane, West of Beaumont Street, North of E 13th Street, and East of the US Veterans Affairs Department within Pueblo, Colorado 81001. The project activities will consist of all planning, engineering, site work, and construction necessary to produce the housing units.

The project is intended to serve a major need in the Pueblo community by helping fill a the housing gap.

The site for the proposed project is adjacent to the Veterans Affairs Office, a solar garden, park, and single-family neighborhoods. There is ease of access to Highway 50 and Highway 47, a transit stop within 225 feet, and close

☑ **All objections, if received, have been considered. And the minimum waiting period has transpired. You are hereby authorized to use funds provided to you under the above HUD/State Identification Number. File this form for proper record keeping, audit, and inspection purposes.**

Name of Authorizing Officer: Samuel L. Potter

Title of Authorizing Officer: Acting CPD Director

Date: 6/9/25

To return form 7015.16 to the Responsible Entity, select Assign Review in the side menu. Assign the review t the RE contact as directed by your local HUD office.

You are strongly encouraged to follow up with your Responsible Entity contact by phone or email to confirm this form was received.

Go Back Continue

Auto-logout in 19:58

This HEROS version was deployed on Fri Nov 15, 2024 at 21:52

KUTAK ROCK COMMENTS 6/13/2025
DWT COMMENTS 6/28/2025

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 non-profit 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 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 August 31, 2025.

(ii) Developer shall obtain commitments for all required loans on or before August 31, 2025

(iii) Developer shall commence construction of the Project not later than October 1, 2025;

(iv) Developer shall substantially complete construction of the Project not later than December 15, 2027; and

(v) Lease-up of the Project shall be accomplished by not later than May 15, 2028.

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 15, 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 15, 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) (i) 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 partners, U.S. Bancorp Community Development Corporation, a Minnesota corporation (the "Federal Limited Partner") and USB Colorado State Investor I, LLC, a Missouri limited liability company (the "State Limited Partner" and, together with the Federal Limited Partner, the "Equity Investor") at the following address: U.S. Bancorp Impact Finance, USB Colorado State Investor I, LLC, c/o U.S. Bancorp Community Development Corporation, 505 North Seventh Street, 10th Floor, SL-MO-T10F, St. Louis, MO 63101, USB Project No: 31544, Attn.: Director of LIHTC Asset Management, with a copy to: Kutak Rock LLP, 1650 Farnam Street, Omaha, NE 68102, Attn: Jill H. Goldstein, Esq.. 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 for convenience 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. Notwithstanding the foregoing, nothing in the Loan Documents shall limit or restrict the ability of Equity Investor to transfer, sell or assign its ownership interest in Borrower, from time to time, without consent of the City, provided that said Equity Investor remains liable for payment of any then unpaid capital contributions to Owner, as and when payable, as set forth in Owner's Amended and Restated Agreement of Limited Partnership (the "Partnership Agreement"), notwithstanding any such transfer, sale or assignment. In particular, the City hereby consents to any transfers, sales or assignments of limited partnership interests in Owner to any affiliate of the Equity Investor or any entity in which the Equity Investor, or an affiliate, is the manager or managing general partner and agrees that such transfers shall not constitute defaults under this Agreement or the Loan Documents.

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 or Owner's general partner and the Equity Investor may transfer its interests to the Developer or Owner's general partner 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 are being constructed in accordance with the approved plans and specifications therefor, and (iii) that the improvements for which payment is sought are being 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: _____
Jeffrey L. Kittle
President

Date: _____

OWNER:

COMPASS POINTE, LP,
a Colorado limited partnership

By: Compass Pointe GP, LLC,
a Colorado limited liability company,
its General Partner

By: _____
Jeffrey L. Kittle
Manager

Date: _____

KUTAK ROCK COMMENTS 6/13/2025
DWT COMMENTS 6/28/2025

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. 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

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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.

KUTAK ROCK COMMENTS 6/13/2025
DWT COMMENTS 6/28/2025

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, which the City shall approve or disapprove within then ten days of receipt thereof (and any failure to approve or disapprove shall be deemed approval). Change orders that do not require the prior consent of U.S. Bank National Association, as senior construction lender for the Project, 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: _____

KUTAK ROCK COMMENTS 6/13/2025
DWT COMMENTS 6/28/2025

EXHIBIT E

Project Name: _____ Owner Name: _____

Project ID: _____ Reporting Period: from _____ to _____

B	C	D	E	F	G	H	I	J	K
v or High ME 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?

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

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	

Form S3a (page 1 of 2) Recipient must complete form and submit to Consortium.

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	
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Subcontractor	
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Email Address	
Address	
City, State, Zip	
Phone	
Phone	

Subcontractor	
Contact Name	
Email Address	
Address	
City, State, Zip	
Phone	
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.

KUTAK ROCK COMMENTS 6/13/2025

DEED OF TRUST

THIS DEED OF TRUST, made this ____ day of July 2025, between Compass Point, LP, a Colorado limited partnership, with an address of 123 4th Avenue, Pueblo, Colorado 81003, hereinafter referred to as "Grantor," and the Public Trustee of the County of Pueblo, in the State of Colorado, hereinafter referred to as "Trustee," WITNESSETH:

WHEREAS, Grantor has entered into the City of Pueblo Affordable Housing Development Agreement dated the _____ day of July 2025 with the City of Pueblo, a Municipal Corporation, hereinafter referred to as the "Agreement;" and

WHEREAS, the Grantor has executed a Promissory Note, hereinafter referred to as the "Note," dated the _____ day of July 2025 for the principal sum of **Seven Hundred Fifty Thousand and No/100 Dollars (U.S. $750,000.00**), payable to the order of the City of Pueblo, a Municipal Corporation, located at 1 City Hall Place, Pueblo, Colorado 81003, which amount is an indebtedness of Grantor payable with interest in accordance with the terms of said Note; and,

WHEREAS, the Grantor is desirous of securing performance of all obligations of Grantor under said Agreement and Note and payment of the indebtedness as specified therein.

NOW, THEREFORE, the Grantor, in consideration of the premises and for the purposes aforesaid, does hereby grant, bargain, sell and convey unto Trustee in trust forever, for the use and benefit of the City of Pueblo, a Municipal Corporation (the "Beneficiary"), the following described property, situated in the County of Pueblo, State of Colorado to wit:

See Exhibit A

Also known as Compass Point Apartments

TO HAVE AND TO HOLD the same, together with all and singular the privileges and appurtenances thereunto belonging: In Trust Nevertheless, That in case of default in the Note or any part thereof or payment as specified therein, according to the tenor and effect of said Note, or in the payment of any prior encumbrances, principal or interest, if any, or in case of a breach of any term of the Agreement, or in case default shall be made in or in case of violation or breach of any of the terms, conditions, covenants or agreements herein contained, the Beneficiary hereunder may declare a violation of any of the covenants herein contained and elect to advertise said property for sale and demand such sale, then, upon filing notice of such election and demand for sale with the Trustee, who shall upon receipt of such notice of election and demand for sale cause a copy of the same to be recorded in the recorder's office of the county in which said real estate is situated, it shall and may be lawful for said Trustee to sell and dispose of the same (en masse or in separate parcels, as the said Trustee may think best), and all the right, title and interest of Grantor, its successors or assigns therein, at public auction at the south front door of the Court House, in the County of Pueblo, State of Colorado, or on said premises, or any part thereof as may be specified in the notice of said sale, for the highest and best price the same will bring in cash, four weeks' public notice having been previously given of the time and place of such sale, by advertisement, weekly, in some newspaper of general circulation at that time published in said County of Pueblo, a copy of which notice shall be mailed within ten days from the date of the first publication thereof to the Grantor at the address herein given and to such person or persons appearing to have acquired a subsequent record interest in said real estate at the address given in the recorded instrument; where only the county and state is given as the address then such notice shall be mailed to the county seat, and to make and give to the purchaser or purchasers of such property at such sale, a certificate or certificates in writing describing such property purchased, and the sum or sums paid therefor, and the time when the purchaser or purchasers (or other person entitled thereto) shall be entitled to a deed or deeds therefor, unless the same shall be redeemed as is provided by law; and said Trustee shall, upon demand by the person or persons holding the same certificate of purchase, when said demand is made, or upon demand by the person entitled to a deed to and for the property purchased, at the time such demand is made, the time for redemption having expired, make and execute to such person or persons a deed or deeds to the said

property purchased, which said deed or deeds shall be in the ordinary form of a conveyance, and shall be signed, acknowledged and delivered by the said Trustee, as grantor, and shall convey and quit-claim to such person or persons entitled to such deed, as grantee, the said property purchased as aforesaid and all the right, title, interest, benefit and equity of redemption of the Grantor, its successors and assigns therein, and shall recite the sum or sums for which the said property was sold and shall refer to the power of sale therein contained, and to the sale or sales made by virtue thereof; and in case of an assignment of such certificate or certificates of purchase, or in case of the redemption of such property, by a subsequent encumbrancer, such assignment or redemption shall also be referred to in such deed or deeds; but the notice of sale need not be set out in such deed or deeds and the said Public Trustee shall, out of the proceeds or avails of such sale, after first paying and retaining all fees, charges and costs of making said sale, pay to the Beneficiary hereunder or the legal holder of the indebtedness, all moneys and amounts due, according to the tenor and effect thereof, and all moneys advanced by such Beneficiary or legal holder of said indebtedness for insurance, taxes and assessments, with interest thereon at twelve percent per annum, rendering the overplus, if any, unto the said Grantor, his legal representatives or assigns; which sale or sales and said deed or deeds so made shall be a perpetual bar, both in law and equity, against the Grantor, its successors and assigns, and all other persons claiming the said property, or any part thereof, by, from, through or under said Grantor, or any of them. The Beneficiary or holders of the indebtedness may purchase said property or any part thereof; and it shall not be obligatory upon the purchaser or purchasers at such sale to see to the application of the purchase money. If a release deed be required, it is agreed that Grantor, its successors, and assigns, will pay the expense thereof.

And the Grantor, for itself and for its successors and assigns covenants and agrees to and with the Trustee, that at the time of the ensealing of and delivery of these presents he is well seized of the said land and tenements in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in the manner and form as aforesaid; hereby fully and absolutely waiving and releasing all rights and claims he may have in or to said lands, tenements and property as a Homestead Exemption, or other exemption, now existing or which may hereafter be enacted in relation thereto and that, subject to the stated title exceptions attached hereto in Exhibit B, the same are free and clear of all liens and encumbrances whatsoever, and the above bargained property shall be in the quiet and peaceable possession of the said Trustee, his successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said Grantor shall and will Warrant and Forever Defend.

And that during the continuance of said Note or the indebtedness arising thereunder, the said Grantor will in due season pay all taxes and assessments levied on said property; all amounts due on account of principal and interest on prior encumbrances, if any; and will keep all buildings that may at any time be on said lands, insured against loss by fire with extended coverage endorsements in a company authorized to issue such insurance in the State of Colorado, for such sum or sums as such company or companies will insure for, not to exceed the amount of said indebtedness and any prior encumbrances, except at the option of said Grantor, with loss, if any, payable to the Beneficiary hereunder, as its interest may appear, and will deliver the policy or policies of insurance to the Beneficiary hereunder, as further security for the indebtedness aforesaid. And in case of the failure of Grantor to thus insure and deliver the policies of insurance, or to pay such taxes or assessments or amounts due or to become due on any prior encumbrances, if any, then the Beneficiary or Note Holder (as such term is defined in the Note) may procure such insurance, or pay such taxes or assessments or amount due upon prior encumbrances, if any, and all moneys thus paid, with interest thereon at twelve percent per annum, shall become so much additional indebtedness, secured by this Deed of Trust, and shall be paid out of the proceeds of the sale of the property aforesaid, if not otherwise paid by Grantor, and Beneficiary or Note Holder may for such failure declare a violation of this covenant and agreement.

If all or any part of the property or an interest therein is sold or transferred by Grantor without Beneficiary's prior written consent, excluding the creation of a lien or encumbrance subordinate to this Deed of Trust, Beneficiary may, at Beneficiary's option, declare all the sums secured by this Deed of Trust to be immediately due and payable, together with interest thereon at the rate of four percent (4%) per annum from the time of substantial completion of the Project until said repayment is made. Neither the substitution nor addition of the limited partners or special limited partner of the Grantor, or partners of such limited partners, pursuant to the terms of the Grantor’s partnership agreement, nor the transfer of interests in the Grantor’s limited partners pursuant to the terms of the Grantor’s partnership agreement, shall constitute a default under this Deed of Trust unless such a change results in the Grantor breaching federal affordability requirements pursuant to the Agreement or such a change results in a loss of substantial equity from the property. Beneficiary’s consent shall be required for any new mortgage debt, where such consent shall

not be unreasonably withheld, provided however that Beneficiary consents to the refinancing of the Colorado Housing Finance Agency's Capital Magnet Fund loan in the amount of $400,000.00.

AND THAT IN CASE OF ANY DEFAULT, Including but not limited to any breach of the affordability requirements detailed in the Agreement, Note, or as otherwise may be required pursuant to 24 C.F.R. Part 92, whereby the right of foreclosure occurs hereunder, the Trustee or the Beneficiary or holder of certificate of purchase, shall at once become entitled to the possession, use and enjoyment of the property aforesaid, and to the rents, issues and profits thereof, from the accruing of such right and during the pendency of foreclosure proceedings and through the period of redemption, if any there be; and such possession shall at once be delivered to the Trustee or the Beneficiary or the holder of the certificate of purchase on request, and on refusal, the delivery of such possession may be enforced by the Trustee or the Beneficiary or holder of the certificate of purchase by any appropriate civil suit or proceeding, and the Trustee or Beneficiary or the holder of the certificate of purchase, or any thereof, shall be entitled to a Receiver for said property, and of the rents, issues and profits thereof, after such default, including the time covered by foreclosure proceedings and the period of redemption, if any there be, and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of the Grantor or of the then owner of said property and without regard to the value thereof, and such Receiver may be appointed by any court of competent jurisdiction upon ex parte application and without notice--notice being hereby expressly waived--and all rents, issues and profits, income and revenue therefrom shall be applied by such Receiver to the payment of the indebtedness hereby secured, according to the law and the orders and directions of the Court.

AND, That in case of default in any of said payments of principal or interest, according to the tenor and effect of said Note aforesaid, or any part thereof, or a breach of any term of the Agreement, or of a breach or violation of any of the covenants or agreements herein, by the Grantor, its successors or assigns, then and in that case the whole of the indebtedness hereby secured, and the interest thereon to the time of the sale, may at once, at the option of the Beneficiary or the legal holder of the indebtedness, become due and payable, and the said property be sold in the manner and with the same effect as if said indebtedness had matured, and that if foreclosure be made by the Public Trustee, a reasonable attorney's fee for services in the supervision of said foreclosure proceedings shall be allowed by the Public Trustee as part of the cost of foreclosure, and if foreclosure be made through the courts a reasonable attorney's fee shall be taxed by the court as a part of the costs of such foreclosure proceedings.

The final payment of the Note and performance of the Agreement and other obligations secured by this Deed of Trust are due on January 15, 2047.

Notwithstanding anything to the contrary contained in this Deed of Trust or the Note being secured hereby, Equity Investor (as defined below) shall have the right, but not the obligation, to cure defaults of Grantor.

Any notice from the Beneficiary to the Grantor under this Deed of Trust shall be deemed to have been received by the Grantor three (3) days after being mailed by certified mail, return receipt requested, to the Grantor at [Insert Grantor Address], or at such other address as Grantor may designate in writing to Beneficiary. Copies of any and all notices given by Beneficiary to the Grantor shall be sent, in the same manner as such notice is given to the Grantor, to the Grantor's limited partner, U.S. Bancorp Community Development Corporation, a Minnesota corporation (the "Federal Limited Partner") and USB Colorado State Investor I, LLC, a Missouri limited liability company (the "State Limited Partner" and, together with the Federal Limited Partner, the "Equity Investor") at the following address: U.S. Bancorp Impact Finance, USB Colorado State Investor I, LLC, c/o U.S. Bancorp Community Development Corporation, 505 North Seventh Street, 10th Floor, SL-MO-T10F, St. Louis, MO 63101, USB Project No: 31544, Attn.: Director of LIHTC Asset Management with a copy to: Kutak Rock LLP, 1650 Farnam Street, Omaha, NE 68102, Attn: Jill H. Goldstein, Esq.. Equity Investor may change its address for receipt of copies of notices by giving notice in writing stating its new address to the Beneficiary. Commencing on the tenth (10th) day after the giving of such notice, such newly designated address shall be effective for purposes of all such copies of notices required to be sent by the Beneficiary to the Equity Investor.

Nothing in this Deed of Trust is intended, nor shall it be construed, to grant any rights whatsoever to Grantor or create any condition precedent to the exercise of any right or remedy by the Beneficiary; nor shall any noncompliance with the requirements of this Deed of Trust constitute any defense against enforcement of the Note or this Deed of Trust, including without limitation, Beneficiary's right to accelerate maturity of the entire indebtedness

and demand sale of the said property.

The person signing this Deed of Trust on behalf of the Grantor represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Deed of Trust on behalf of the Grantor and that this Deed of Trust is a valid and legally binding obligation of Grantor enforceable against it in accordance with its terms.

Should any provisions of this Deed of Trust be found to violate the statutes or court decisions of the State of Colorado, or of the United States, such provision shall be deemed to be amended to comply with and conform to such statutes and decisions.

Notwithstanding anything herein to the contrary, if the Lender takes title to the Project through foreclosure or deed of lieu of foreclosure, the Property shall remain subject to the provisions of Section 42(h)(6)(E)(ii) of the Internal Revenue Code or any similar successor provision of the Code. This section shall apply notwithstanding the order of recording of any of the Loan Documents and the Extended Use Commitment, executed in connection with the allocation of federal low income housing tax credits to the Borrower for the Project pursuant to Section 42 of such Code.

IN WITNESS, WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

GRANTOR:

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

STATE OF COLORADO)
ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me in _____ County, Colorado, this _____ day of _____, 20__ by _____, as _____, on behalf of Compass Pointe, LP, A Colorado Limited Partnership.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

_____
Notary Public

Exhibit A
To
Deed of Trust

LEGAL DESCRIPTION

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675,THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 260 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

KUTAK ROCK COMMENTS 6/13/2025

EXHIBIT B
TO
DEED OF TRUST

TITLE EXCEPTIONS

PROMISSORY NOTE

Principal Amount: U.S. $750,000.00 Date of Note: July _15_, 2025

FOR VALUE RECEIVED, the undersigned Compass Pointe, LP, a Colorado limited partnership, hereinafter referred to as "Borrower", and its successors in interest, promises to pay to the City of Pueblo, a Municipal Corporation, or order, hereinafter referred to as the "Note Holder," the sum of Seven Hundred Fifty Thousand and No/100ths ($750,000.00) U.S. Dollars and interest on the principal balance outstanding from the date hereof until paid, at the rate of zero one percent (1%) per annum, provided payment is made in accordance herewith, and payable at the Note Holder's office at 1 City Hall Place, Pueblo, Colorado, 81003, or such other place as Note Holder may designate. No minimum annual payment is required throughout the twenty (20) year agreement If not sooner paid or accelerated as herein provided, the entire principal amount of Seven Hundred Fifty Thousand and No/100ths ($750,000.00) U.S. Dollars outstanding, less payments, and accrued interest thereon, shall be due upon the end of the twenty (20) year period of affordability pursuant to the Agreement (as defined below). The period of affordability is estimated to conclude on June 15, 2047.

The Loan evidenced by this Note is being made to finance a residential housing project (hereinafter referred to as the "Project") in accordance with the Affordable Housing Development Agreement between Borrower and Note Holder dated of even date herewith (hereinafter referred to as the "Agreement"). This Note and all principal and interest payable hereunder are secured by a Deed of Trust of even date herewith upon real property, upon which the Project is located or to be located, and all improvements thereon, situated in the County of Pueblo, State of Colorado (hereinafter referred to as the "Property") and described more particularly as:

See Exhibit A

The terms, conditions, covenants, provisions, stipulations, and agreements of said Deed of Trust and said Agreement are hereby made a part of this Note by reference in the same manner and with the same effect as if they were fully set forth herein, and the Borrower hereby covenants and promises to abide by and comply with each and every covenant and condition set forth in this Note, the Deed of Trust, and the Agreement.

The Borrower reserves the right to prepay all or any part of the principal owing on this Note at any time or times prior to maturity without notice and payment of any premium or penalty.

Upon the occurrence of any of the following events, the entire principal amount of Seven Hundred Fifty Thousand and No/100ths ($750,000.00) U.S. Dollars, or the unpaid principal thereof, together with all accrued interest thereon, shall, at the option of the Note Holder, upon 20 days written notice to Borrower by certified mail or commercial express courier, unless cured within said 20 days, where Note Holder may require specific performance, become at once due and payable and shall accrue interest at the default rate of four percent (4%) per annum thereafter until paid in full, and no failure by the Note Holder to exercise such option shall be deemed or construed as a waiver of the right or as a waiver of the right to exercise the same in the event of

any subsequent default or breach:

1. Any default in the payment when due, or any part of the principal or interest hereunder.

2. Any breach or failure of the Borrower to perform within the allotted time any term or condition of the Agreement, the Deed of Trust, or any other instrument securing to the Note Holder payment or performance of any obligation of the Borrower.

3. If the Borrower shall be involved in financial difficulties as evidenced: (i) by an admission in writing of the Borrower's inability to pay its debts generally as they become due; (ii) by filing a petition in bankruptcy or for the adoption of an arrangement under the federal Bankruptcy Code (as now or in the future amended) or an admission seeking the relief therein provided; (iii) by making an assignment for the benefit of creditors; (iv) by consenting to the appointment of a receiver or trustee for all or a substantial part of the Borrower's assets or to the filing of a petition against the Borrower under said Bankruptcy Code; (v) by being adjudicated as bankrupt; (vi) by the entry of a court order appointing a receiver or trustee for all or a substantial part of the assets of the Borrower or approving as filed in good faith a petition filed against the Borrower under said Bankruptcy Code; (vii) by the assumption of custody or sequestration by a court of competent jurisdiction of all or substantially all of the assets of the Borrower; (viii) by an attachment for an amount in excess of $25,000 on any substantial part of the assets of the Borrower which shall not be discharged within thirty (30) days from the making thereof; or (ix) by a judgment or decree for the payment of money in excess of $25,000 being entered against the Borrower, or if an attachment, execution or levy is made upon any of the Borrower's assets and the judgment, execution or levy, as the case may be, is not discharged or stayed within thirty (30) days from the date of the judgment, attachment, execution or levy as the case may be.

4. If the Borrower shall have made any misrepresentation of a material nature in its application for the Loan, or in any document furnished by it to the Note Holder relative to the Project.

5. If there is pending or threatened litigation with respect to the Loan or the performance by the Borrower of any of its duties or obligations hereunder.

6. If the Project cannot proceed because of inability to continue land option or secure zoning or due to any action by any branch of government which impairs use of the Property herein described for proposed Project purposes.

7. If the Note Holder determines that the Borrower has abandoned or discontinued the initiation, construction, rehabilitation or completion of the Project.

8. Any breach of the affordability requirements detailed in the Agreement, Deed of Trust, or as otherwise may be required pursuant to 24 C.F.R. Part 92. In the event the Borrower 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 the Agreement, within 20 years after substantial completion of the Project or said improvements, the entire indebtedness under this Note shall immediately become due and payable and shall be collected and repaid to Note Holder.

RIGHT TO CURE: Note Holder shall use best efforts to provide a courtesy copy of all notices sent to Borrower hereunder to U.S. Bancorp Impact Finance, USB Colorado State Investor I, LLC, c/o U.S. Bancorp Community Development Corporation, 505 North Seventh Street, 10th Floor, SL-MO-T10F, St. Louis, MO 63101, USB Project No: 31544, Attn.: Director of LIHTC Asset Management with a copy to: Kutak Rock LLP, 1650 Farnam Street, Omaha, NE 68102, Attn: Jill H. Goldstein, Esq. . Any failure to deliver such courtesy copy shall not be deemed a failure to provide notice to the Borrower. Notwithstanding anything to the contrary contained in this Note, Borrower's Equity Investor and/or Special Limited Partner shall have the right, but not the obligation, to cure defaults of Borrower.

The Borrower, and any and all endorsers, sureties, guarantors and assumers hereof, hereby jointly and severally waive presentment, protest, notices of dishonor and of protest, and all defenses whatsoever on the ground of any extension(s) of the time of payment or of the due dates of this Note, in whole or in part, before or after maturity, with or without notice, it being further agreed by the Borrower and all such parties that they will pay all collection expense, court costs, and reasonable attorneys' fees which may be incurred in the collection or enforcement of this Note or any part hereof.

The loan evidenced by this Note is a nonrecourse obligation of Borrower.

This instrument shall be governed by the laws of the State of Colorado and any dispute regarding its terms and conditions shall be resolved in the District Courts of the State of Colorado.

Executed and delivered this _____ day of _____, 2025.

BORROWER:

COMPASS POINTE, LP,
a Colorado limited partnership

By: Compass Pointe GP, LLC,
a Colorado limited liability company,
its General Partner

By: _____
Jeffrey L. Kittle
Manager

Exhibit A
To
Promissory Note

LEGAL DESCRIPTION

ALL OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675,THE EAST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4; AND THE NORTH 260 FEET OF THE WEST 257.5 FEET OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4, ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Karen Willson
Code Enforcement Manager

SUBJECT: AN ORDINANCE AMENDING CHAPTER 4 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO THE DESTRUCTION AND REMOVAL OF WEEDS

SUMMARY:

Attached for consideration is an ordinance amending Section 7-4-1 and Section 7-4-2 of the Pueblo Municipal Code to require the resident, lessee, renter, or tenant in addition to the owner of land to cut, destroy or remove from such land all weeds in excess of ten (10) inches in height.

PREVIOUS COUNCIL ACTION:

From time to time City Council has passed ordinances which amend the Pueblo Municipal Code in order to protect the health, safety, and welfare of the citizens of Pueblo.

BACKGROUND:

This Ordinance stems from the continued issues with excessive weeds growing in the City. Historically, Code Enforcement Officers have enforced the Chapter IV of Title VII, P.M.C. against both the owner and/or occupants of the property believing that a person residing at the property meets the definition of a “person in possession or person in control of any land”. However, recent Pueblo Municipal Court decisions have interpreted Chapter 4 of Title VII to require only the property owner of record to be responsible for the destruction and removal of weeds. This interpretation has caused difficulties with enforcement as property owners may or may not have access or control of a property with a tenant occupant.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

City Council could choose to vote no and maintain the status quo requirement that only the “land owner” be responsible to cut, destroy or remove from such land all weeds in excess of ten (10) inches in height.

RECOMMENDATION:

Approve the amendment to Section 7-4-1 and 7-4-2, P.M.C.

ATTACHMENTS:

1. Code Enforcement Amendment Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO THE DESTRUCTION AND REMOVAL OF WEEDS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: **[**brackets**]** indicate matter being deleted; **underscoring** indicates new matter being added.

SECTION 1.

Section 7-4-1 and Section 7-4-2 are hereby amended to read as follows:

Sec. 7-4-1. - Definitions.

As used in this Chapter, the following definitions shall apply:

(1) *Weed* shall mean weeds, grass, brush or other rank or noxious vegetation and shall specifically include: bindweed (Convolvulus), leafy spurge (Euphorbia esula), Canada thistle (Cirsium Arvense), Russian knapweed (Centaurea pieris), diffuse knapweed (Centaurea diffusa), Russian knapweed (Centaurea repens), spotted knapweed (Centaurea maculosa), perennial sowthistle (Sonchus arvense), puncture vine (Tribulus terrestris), silverleaf poverty weed (Franseria discolor), mouse-ear poverty weed (Iva axillaris), fanweed (Thlaspi arvense), mustard (Brassiea), purple-flowered ground-cherry (Quincula lobata), Russian thistle (Salsola pestifer), fireweed (Kochia scoparia), redroot pigweed (Amaranthus retroflexus), sandbur (Cenchrus tribuloides), hairy stickweed (Lappula Occidentalis), buffaloburs (Solanum rostvatum), common ragweed (Ambrosia elatiov), cocklebur (Xanthium commurie), common sunflower (Helianthus centicularis), dandelion (Leontodore taraxacum) or other plant or offending vegetation which is regarded as a common nuisance. This list is not intended to be exclusive, but rather is intended to be indicative of those types of plants which are considered noxious and a detriment to the public health and safety, but shall not include flower gardens, plots of shrubbery, vegetable gardens and small grain plots (wheat, barley, oats and rye).

(2) *Owner* shall mean the person who is the record owner, person in possession**[**,**]** or person in control of any land**[**, to include, but not limited to, tenants, renters, lessees, and residents**]**.

(3) *Land* shall mean all real property located within the jurisdictional boundaries of the City, except natural wildlife land areas, including the river trails system along the floodway of the Fountain and Arkansas Rivers, the Wild Horse and Dry Creek Arroyos, and land located within two hundred (200) feet of the high-water marks of Lake Minnequa.

(4) *Ownership of land* shall be deemed to extend from the center of the alley behind the lot or tract of land to and including the curb and gutter area of the street in front or on the side of such lot or tract of land.

Sec. 7-4-2. - Destruction and removal of weeds.

It shall be unlawful for any owner of land, **[**as defined in Sec. 7-4-1(2),**]** to permit weeds in excess of ten (10) inches in height to grow, lie or be located upon such land. It shall be unlawful for the owner of land not to cut, destroy or remove from such land all weeds in excess of ten (10) inches

in height.

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 therein.

SECTION 3.

This Ordinance shall become effective thirty (30) days after final action by the Mayor.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on_____

☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 11-1-402 AND 11-1-403 OF THE PUEBLO MUNICIPAL CODE TO CATEGORIZE DAMAGING, DEFACING OR DESTRUCTION OF PROPERTY BY THE MONETARY VALUE OF THE DAMAGE TO THE REAL OR PERSONAL PROPERTY AND TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED THEREOF, AND CREATING SECTION 1-2-1(G)(1)(B) OF THE PUEBLO MUNICIPAL CODE REGARDING A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED AS HABITUAL OFFENDERS HAVING VIOLATED SECTION 11-1-402 OR 11-1-403 OF THE CODE

SUMMARY:

Attached for consideration is an Ordinance amending Sections 11-1-402 – Damaging, defacing or destruction of property and 11-1-403 – Damaging, defacing or destruction of City property, of the Pueblo Municipal Code to break down destruction of property by the value of the real or personal property damaged and provide more specific penalties for each value range. The Ordinance also creates a mandatory minimum jail sentence for those convicted of sub-sections 402 and 403 of Title 11 as well as those convicted as habitual offenders.

PREVIOUS COUNCIL ACTION:

City Council has from time to time made amendments to the Pueblo Municipal Code to increase penalties and punishments for crime against property, most recently by amending the theft against merchant ordinance to require mandatory minimum jail sentences if convicted of such offense.

BACKGROUND:

The Ordinance attached for your consideration would create a mandatory minimum 3-day jail sentence for anyone convicted of damage of personal or real property owned by the City and by private individuals where the aggregate damage to the real or

personal property is $300 or more. The proposed Ordinance would also create a minimum 3-day jail sentence for any person convicted a second time for property damage where the aggregate damage to the real or personal property is $100 or more. The Ordinance will also create a mandatory minimum 3-day jail sentence for people convicted under this Ordinance and found to be habitual offenders.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this Ordinance, the destruction of property ordinance will remain as it currently exists.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Proposed Ordinance - Destruction of Property

ORDINANCE NO._____

AN ORDINANCE AMENDING SECTION 11-1-402 AND 11-1-403 OF THE PUEBLO MUNICIPAL CODE TO CATEGORIZE DAMAGING, DEFACING OR DESTRUCTION OF PROPERTY BY THE MONETARY VALUE OF THE DAMAGE TO THE REAL OR PERSONAL PROPERTY AND TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED THEREOF, AND CREATING SECTION 1-2-1(G)(1)(B) OF THE PUEBLO MUNICIPAL CODE REGARDING A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED AS HABITUAL OFFENDERS HAVING VIOLATED SECTION 11-1-402 OR 11-1-403 OF THE CODE

SECTION 1.

Section 11-1-402 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows brackets indicate matter being removed and underscoring indicates matter being added:

Sec. 11-1-402. - Damaging, defacing or destruction of property.

(a) It shall be unlawful for any person to knowingly damage, deface, destroy or injure the real or personal property of one (1) or more other persons in the course of a single episode where the aggregate damage to the real or personal property is less than two thousand dollars ($2,000.00).

(b) Damaging, defacing or destruction of property **is: [**of a value of one thousand dollars ($1,000) or more but less than two thousand dollars ($2,000) is a Class 1 municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.**]**

(i) A class 2 municipal offense where the aggregate damage to the real or personal property involved is less than one hundred dollars ($100).

(ii) A class 1 municipal offense where the aggregate damage to the real or personal property involved is one hundred dollars ($100) or more but less than three hundred dollars ($300). Upon a second conviction under this subsection (ii) a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as a part of any sentence.

(iii) A class 1 municipal offense where the aggregate damage to the real or personal property involved is three hundred dollars ($300) or more but less than two thousand dollars ($2,000). Upon a conviction under this subsection (iii), a mandatory minimum jail sentence of no less than three (3)

days shall be imposed by the Court as part of any sentence.

(c) **The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed as required pursuant to Section 11-1-402(b). The mandatory minimum jail sentence required pursuant to Section 11-1-402(b) shall only apply to those offenders who, at the time of the offense, were eighteen (18) years of age or older.** **[**Damaging, defacing or destruction of property of a value of up to nine hundred ninety-nine dollars and ninety-nine cents ($999.99) is a Class 2 municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.**]**

SECTION 2.

Section 11-1-403 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows brackets indicate matter being removed and underscoring indicates matter being added:

Sec. 11-1-403. - Damaging, defacing or destruction of City property.

(a) It shall be unlawful for any person to knowingly damage, deface, destroy or injure the real or personal property of the City in the course of a single episode where the aggregate damage to the real or personal property is less than two thousand dollars ($2,000.00).

(b) Damaging, defacing or destruction of City property **is:** **[**of a value of one thousand dollars ($1,000.00) or more but less than two thousand dollars ($2,000.00) is a Class 1 municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.**]**

(i) A class 2 municipal offense where the aggregate damage to the City's real or personal property involved is less than one hundred dollars ($100).

(ii) A class 1 municipal offense where the aggregate damage to the City's real or personal property involved is one hundred dollars ($100) or more but less than three hundred dollars ($300). Upon a second conviction under this subsection (ii) a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as a part of any sentence.

(iii) A class 1 municipal offense where the aggregate damage to the City's real or personal property involved is three hundred dollars ($300) or more but less than two thousand dollars ($2,000). Upon a conviction under this subsection (iii), a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence.

(c) **The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed as required pursuant to Section 11-1-402(b).**

The mandatory minimum jail sentence required pursuant to Section 11-1-402(b) shall only apply to those offenders who, at the time of the offense, were eighteen (18) years of age or older. [Damaging, defacing or destruction of City property of a value of up to nine hundred ninety-nine dollars and ninety-nine cents ($999.99) is a Class 2 municipal offense, provided that if the person found guilty of violating Subsection (a) was under eighteen (18) years of age on the date of violation, the court shall not impose a jail sentence.]

SECTION 3.

Section 1-2-1 of Chapter 2 of Title I of the Pueblo Municipal Code is hereby amended to read as follows brackets indicate matter being removed and underscoring indicates matter being added:

Sec. 1-2-1. - General Penalty; continuing violations; adjudging fines and imprisonment.

(a) It shall be unlawful for any person to violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Code or any secondary code adopted herein.

(b) Where no specific penalty is provided therefor, the violation of any provision of this Code or of any secondary code adopted herein shall be a Class 2 municipal offense and be punished by a fine not exceeding one thousand dollars ($1,000.00), the amount of such fine to rest within the discretion of the Municipal Judge.

(c) Unless stated otherwise within the Municipal Code, the Municipal Judge may, in his or her discretion, impose alternative sentencing including but not limited to in-home detention not to exceed three hundred sixty-four (364) days, probation, community service, deferred sentence, deferred prosecution, rehabilitation and educational classes, for any violations of the Municipal Code if he or she determines the alternative sentencing will best serve the intent and purpose of the Municipal Code.

(d) The imposition of a penalty shall not excuse any violation, permit it to continue or prevent the enforced removal of prohibited conditions.

(e) Unless otherwise indicated, a separate violation shall be deemed committed upon each day or portion thereof during or on which any violation of any provision of this Code or any secondary code adopted herein occurs or continues.

(f) The amount by which any imposed fine exceeds three hundred dollars ($300.00) is dedicated to graffiti control and removal and other law enforcement activities as determined by the City Council. Other law enforcement activities shall include any and all alternative sentencing authorized pursuant to Subsection 1-2-1(c).

(g) Every person convicted in the City of any municipal offense, when within five (5) years of the date of the commission of said offense has been twice previously convicted of the same offense, separately brought and adjudicated and arising out of separate and distinct criminal episodes in the City, shall be adjudged a habitual

offender and shall be punished:

1. As a Class 1 municipal offender and the standard base fine for the offense shall be tripled, provided that the fine may be altered at the Court's discretion, but shall not exceed one thousand dollars ($1,000.00); and

a. In the event the instant conviction is for Theft from a merchant as provided for in Sec. 11-1-401(b)(iii) and (iv) or for Theft as provided for in Sec. 11-1- 407(b)(iii) and (iv) of this Code, and, at the time of the offense, the offender was eighteen (18) years of age or older, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence. The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed; or

b. In the event the instant conviction is for damaging, defacing or destruction of property as provided for in Sec. 11-1-402(b)(ii) and Sec. 11-1-402(b)(iii) or for damaging, defacing or destruction of City property as provided for in Sec. 11-1- 403(b)(ii) or Sec. 11-1-403(b)(iii) of this Code, and, at the time of the offense, the offender was eighteen (18) years of age or older, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence. The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed.

2. For those convicted of a traffic code violation, the standard base fine for the civil infraction shall be tripled, provided that the fine may be altered at the Court's discretion but shall not exceed one thousand dollars ($1,000.00).

(h) Every person convicted in the City of any municipal crime involving violence against another person or animal, when within ten (10) years of the date of the commission of the offense has been twice previously convicted upon similar charges involving violence, separately brought and adjudicated and arising out of separate and distinct criminal episodes in the City, shall be adjudged a habitual criminal and shall be punished as a Class 1 municipal offender.

(i) Any person convicted of a crime and sentenced as a habitual offender for violations of Sections 11-4-14 (Dangerous animals; potentially dangerous animals), 11-4-15 (Restraining), or 11-4-21 (Cruelty to animals; humane care) may, at the discretion of the Municipal Court, be enjoined from owning any animals as defined by Section 11-4-1 of the Pueblo Municipal Code, or otherwise maintaining any animals on their property within the City limits, for up to one (1) year, along with any other appropriate penalty imposed by the Municipal Court.

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective thirty (30) days after final action by the Mayor.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on_____

☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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 A LAW ENFORCEMENT SERVICES AGREEMENT - EVIDENCE AND SPECIMEN COLLECTION FOR ALCOHOL & DRUG TESTING - BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PARKVIEW MEDICAL CENTER, A COLORADO NON-PROFIT CORPORATION

SUMMARY:

The Ordinance will approve an agreement with Parkview Medical Center to obtain services in connection with the execution of its law enforcement duties, to collect evidence and specimens for the purposes of drug and alcohol testing.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously approved substantially similar service agreements with medical providers in the past.

BACKGROUND:

Parkview Medical Center and the Pueblo Police Department, in an attempt to clearly define each party's roles and responsibilities, have reduced to writing an agreement for Parkview Medical Center to provide professional healthcare services necessary for the collection of blood, saliva, or urine for the purpose of evidence and/or specimen collection for drug and alcohol testing. Parkview Medical Center will provide timely collection on patients and alleged suspects presenting in accordance with hospital policies and procedures governing evidence collection and disclosures of protected health information to law enforcement agencies.

FINANCIAL IMPLICATIONS:

Pursuant to the terms of the agreement, Parkview Medical Center will charge $47 per test for blood and urine alcohol level testing.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo PD Specimen FINAL Draft May 22-2025

ORDINANCE NO.

AN ORDINANCE APPROVING A LAW ENFORCEMENT SERVICES AGREEMENT - EVIDENCE AND SPECIMEN COLLECTION FOR ALCOHOL & DRUG TESTING - BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PARKVIEW MEDICAL CENTER, A COLORADO NON-PROFIT CORPORATION

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

SECTION 1.

The Law Enforcement Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Parkview Medical Center, a Colorado Non-profit Corporation, a copy of which is attached hereto, having been approved as to form by the Pueblo City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Services Agreement in the name of the City of Pueblo, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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 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

LAW ENFORCEMENT SERVICES AGREEMENT
Evidence and Specimen Collection for Alcohol & Drug Testing

This Services Agreement (the "**Agreement**") is made and entered into this ____ day of _____, 2025 ("Effective Date") by and between Parkview Medical Center, a Colorado non-profit corporation ("**Hospital**") and the City of Pueblo, Pueblo Police Department ("**Agency**").

RECITALS

WHEREAS, Hospital provides medical and emergency services to patients; and

WHEREAS, Agency is a law enforcement agency in the State of Colorado that desires to obtain services from Hospital, in connection with the execution of its law enforcement duties, to collect evidence and specimens for the purposes of drug and alcohol testing; and

WHEREAS, Hospital desires to provide services to Agency; and

WHEREAS, Agency and Hospital desire to enter into this Agreement for the provision of services.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants contained herein, the parties agree as follows:

AGREEMENT

SECTION 1. TERM, TERMINATION, AND RIGHTS UPON TERMINATION

1.1. Term. This Agreement has an initial term commencing as of the Effective Date and continuing in full force and effect for one (1) year (the "**Initial Term**"). Thereafter this Agreement shall automatically renew for additional one-year terms unless terminated by either party pursuant to this Agreement.

1.2. Termination. Either party may terminate this Agreement with or without cause upon thirty (30) days written notice to the other party. Said notice shall be deemed received by the other party within four (4) days of the postmarked date if the notice is sent by registered mail, return receipt requested.

1.3. Obligations after Termination. Following termination of this Agreement for any reason, the parties agree that all obligations of this Agreement shall also terminate, with the exception of medical records management, confidentiality, and payment for any service provided prior to termination.

SECTION 2. OBLIGATIONS OF THE PARTIES

2.1. Hospital's Obligations. Hospital shall perform services as set forth on **Attachment A** (the "Services").

2.2 Agency's Obligations. Agency agrees to cooperate fully with Hospital during its delivery of Services. Agency agrees to provide documentation, including but not limited to a subpoena, warrant, or court order, as may be required under Hospital policies or as may be required by local, state or federal law. Agency agrees that neither it, nor any of Agency's Officers ("Agency Officers"), will interfere with Hospital's provision of medical care to any individual whether such individual is a suspect, person of interest, or patient, including but not limited to such care as Hospital deems, in its sole discretion, is necessary to meet Hospital's obligations under the Emergency Medical Treatment and Labor Act (EMTALA).

2.3. Compensation. Agency agrees to pay for Services rendered according to the fee schedule annexed hereto as **Attachment B** and made a part hereof.

The parties expressly acknowledge that the compensation provided for in this Agreement for the performance of Services does not exceed that compensation that is reasonable and necessary for the legitimate business purposes of the arrangement and that such compensation provided for has resulted from arm's length negotiations between the parties, has not been determined in a manner that takes into account the volume or value of referrals or business otherwise generated between the parties, and is to the best knowledge of each party consistent with fair market value for the services to be rendered as set forth in this Agreement.

Attachment B to this Agreement may be amended by Hospital upon written notice by Hospital to Agency and shall be effective as of the date set forth therein in the amended Attachment. In no event shall any rate change be retroactive beyond thirty (30) days.

2.4. Payment Method. Agency shall make payment within thirty (30) days of receipt of Hospital's bill. If Agency's payment is not in accordance with Attachment B, either party may bring such error to the other's attention. If payment is less than the amount indicated on Attachment B, Agency agrees to pay the balance due within thirty (30) days of notification of error. If payment is greater than that indicated on Attachment B, Hospital agrees to cooperate with Agency to correct the error within thirty (30) days.

2.5. Records. Hospital shall retain all orders, results, and billing records in accordance with applicable laws and Hospital policies.

2.6. Access to Records. Hospital's medical records and financial records shall be, and remain, the property of Hospital and shall not be accessed, removed, or transferred from Hospital except in accordance with applicable local, state and federal law and regulations and Hospital's policies and procedures. To the extent permitted by law and Hospital's policies and procedures, Agency may request copies of said medical records. Hospital shall be reimbursed its usual and customary charges for copies of medical records. Hospital shall not charge for, nor shall Agency pay for, the written report typically sent to Agency as specified in paragraph 2.7.

2.7. Agency Records. Hospital shall provide Agency with a written report of results for the

Services. Agency agrees to maintain a record handling system which maintains patient confidentiality and reduces requests for duplicate copies.

2.8. Errors, Acts, and Omissions. Each party agrees to be responsible for its own liability (acts and omissions of its own employees) incurred as a result of its participation in this Agreement, and to defend its own liability actions, should it be needed. In the event any claim is litigated, each of the Parties will be responsible for its own expenses of litigation or other costs associated with enforcing this Agreement. In the event any claim is made under this Agreement by a party to this Agreement or a third party, each party will be responsible for its own representation, expenses of litigation or other costs.

2.9 Lawful Reporting. Nothing in this Agreement shall preclude the lawful reporting of any alleged misconduct, including fraud, abuse or waste, to any government agency, medical facility or board that is authorized to receive such information.

2.10 Ethics. Agency and Hospital understand and agree that all of its obligations under this Agreement shall be conducted in accordance with all applicable laws and regulations. In addition, Agency and Hospital understand and agree that all of its business operations will be conducted in accordance with the highest business and ethical standards applicable to law enforcement agencies.

2.11 Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq. and under any other applicable law.

SECTION 3. GENERAL PROVISIONS

3.0. Section Headings. The headings of sections in this Agreement are for reference only and shall not affect the meaning of this Agreement.

3.1. Provisions Separable. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

3.2. Disputes. The parties agree to work cooperatively and in good faith to attempt to resolve issues concerning this Agreement on an informal basis within 30 (thirty) calendar days of the first notification of such dispute. If the parties cannot resolve issues on an informal basis, any dispute, controversy, or claim arising out of this Agreement may be settled in a Court having exclusive jurisdiction for any breach thereof in the State of Colorado, and if necessary for exclusive federal questions, the U.S. District Court for the District of Colorado. Each party shall be responsible for its own attorney's fees, costs and expenses arising from any judicial proceeding.

3.3. Waiver of Breach. The failure of Agency or Hospital to object to or to take affirmative action with respect to any conduct of the other which is a breach of this Agreement shall not be construed as a waiver of that breach or of any prior or future breaches of this Agreement.

3.4. Entire Agreement. This Agreement together with its Attachments constitute the entire understanding of the parties to this Agreement, and supersede all prior proposals, representations, communications, negotiations, and agreements between the parties whether oral or written.

3.5. Assignment. This Agreement may not be assigned, delegated, or transferred by either party without the prior written consent of the other party, provided however, Hospital may, without consent, upon notice to Agency, assign this Agreement and the rights and obligations hereunder to any affiliate of University of Colorado Health which may succeed to the operations of the Hospital facilities pursuant to a long-term lease of such facilities.

3.6. Unforeseen Circumstances. In the event that Hospital does not have proper facilities or staff to provide Services, or in the event of circumstances beyond its reasonable control such as major disaster, epidemic, war, complete or partial destruction of facilities, disability of a significant number of personnel or significant labor disputes, Hospital shall provide Services to the extent possible according to its best judgment or limitations of such facilities and personnel as are then available, but Hospital shall have no liability or obligation for delay or failure to provide or arrange for such services.

3.7. Independent Contractors. Hospital and Agency are independent contractors, and this Agreement shall not constitute the formation of a partnership, joint venture, or employment relationship. The parties shall not exercise control over the performance of the other hereunder.

3.8 No Obligation to Make Referrals. The parties acknowledge that nothing contained herein shall be interpreted to require or obligate either party to admit or cause the admittance of patients to Hospital or to utilize Hospital's services. The parties further acknowledge that none of the benefits granted the parties under this Agreement are conditioned on any requirement or expectation that the parties make or influence referrals to the other party or otherwise generate business for the other party. The parties further acknowledge that neither party is restricted from referring any service to, or otherwise generating any business for, any other entity of their choosing.

3.9 Excluded Provider. Each party represents and warrants to the other that it has not been sanctioned by the Office of Inspector General ("OIG") of the Department of Health and Human Services, barred from federal or state procurement programs, or convicted of a criminal offense with respect to health care reimbursement. Each party shall notify the other immediately if the foregoing representation becomes untrue or they are notified by the OIG or other enforcement agencies of proposed sanctions as a result of an investigation. If at any time after the effective date of this Agreement it is determined that either party is in breach of this Section, this Agreement shall, as of the effective date of such exclusion

or breach, automatically terminate.

3.10. Amendment. Except as otherwise provided for in this Agreement, this Agreement may not be amended or changed in any of its provisions except by a subsequent written agreement signed by duly authorized representatives of Agency and Hospital.

3.12. Notices. Any notices or other communications required or contemplated under the provisions of this Agreement shall be in writing and delivered in person, evidenced by a signed receipt, or mailed by certified mail, return receipt requested, postage prepaid, to the addresses indicated below.

If to Hospital:	UCHealth Legal Department 1400 E. Boulder St, 3rd Floor Colorado Springs, CO 80909
If to Agency:	Attn: Chief of Police Pueblo Police Department 200 S Main St Pueblo, CO 81003

3.13. Governing Law. This Agreement shall be interpreted in accordance with, and governed by, the laws of the State of Colorado.

3.14. Confidentiality and HIPAA Compliance. All patient records, medical information and/or other information that relates to or identifies patients derived from or obtained during the course of the performance of the services under this Agreement will be treated by the parties as confidential so as to comply with all applicable state and federal laws and regulations regarding confidentiality of patient records, and will not be used, released, disclosed, or published to any party other than as required or permitted under applicable law. The parties will not use or disclose protected health information other than the minimum necessary required to accomplish the Services, in compliance with applicable state and federal laws and regulations, including but not limited to the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164, promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This agreement may be amended if necessary to comply with any federal or state rules or regulations regarding exchange of patient identifiable information.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement through duly authorized officers, as follows:

AGENCY:	**HOSPITAL**
By: _____	By: _____
Name:	Name:
Title: _____	Title: _____

ATTACHMENT A
Scope of Services

Hospital agrees to provide Agency with professional health care services necessary for the collection of blood, saliva, or urine ("Services") for the purpose of evidence and/or specimen collection for drug and alcohol testing. Hospital will provide timely collection on patients and alleged suspects presenting from Agency in accordance with Hospital policies and procedures governing evidence collection and disclosures of protected health information to law enforcement agencies.

In performance of the Services under this Agreement, the parties agree as follows:

- Agency shall only request evidence or specimen collection as permitted by law, including but not limited to, pursuant to a valid court order or search warrant or according to C.R.S. § 42-4-1301.1 (e.g., where a patient is dead or unconscious, as outlined below).

- Pursuant to C.R.S. § 42-4-1301.1, and absent a valid court order, Agency shall not require, and Hospital shall have no obligation to provide, Services in cases where a patient or suspect refuses consent to specimen collection. Provided, however, that pursuant to C.R.S. § 42-4-1301.1, Agency may request Services to collect specimens from a patient or suspect who is dead or unconscious, provided however, that Hospital will not administer a test to a person who is unconscious, hospitalized, or undergoing medical treatment if the test would endanger the person's life or health. In cases where a test cannot be completed on a dead or unconscious patient, Hospital will permit Agency to test any blood, urine, or saliva that was obtained and not utilized by a health care provider and shall have access to that portion of the analysis and results of any tests administered by such provider that shows the alcohol or drug content of the person's blood, urine, or saliva or any drug content within the person's system.

- Agency shall provide a copy of the court order or search warrant, where applicable, and shall cooperate with Hospital to complete other forms or paperwork required pursuant to Hospital policies and procedures.

- Agency shall provide Hospital with identifying information including arresting Officer's full name and badge number, the enforcement agency they represent, and any case number for all individuals accompanied by an Agency Officer for suspect evidence or specimen collection.

- All alleged suspects brought to Hospital for evidence or specimen collection shall be accompanied by an Agency Officer at all times while the alleged suspect is on Hospital premises, except if suspect is undergoing medical care that precludes accompaniment (e.g., surgery).

- Hospital shall have no obligation to physically restrain any person to provide Services. If Agency determines that physical restraints are necessary and permitted pursuant to court order or C.R.S. § 42-4-1301.1, Agency and Agency Officers shall be solely responsible for

such physical restraints. Hospital and Hospital staff shall make a good faith effort to assist with specimen collection from a person who has been physically restrained by Agency or Agency Officers, but are not required to assist with such collection if available staff are unwilling and/or the collection cannot be completed safely.

- Hospital shall make reasonable efforts to have available adequate staff (either on call or on duty) to provide requested evidence or specimen collection, subject to Section 3.6 of this Agreement. Whenever possible, Agency Officers will provide pre-transport notification to Hospital of the need for services. If staff are unavailable, or available staff are unable to complete the specimen collection, then Hospital will make reasonable efforts to identify and request other staff members to complete the specimen collection.

- Hospital shall collect and preserve specimens in a manner consistent with Colorado Evidence Collection Protocols and in good faith collaboration with Agency Officers, provided that doing so does not interfere with Hospital's provision of medical treatment.

- Hospital shall send results of blood draws, testing, and evidence collection to Agency according to Agency's instructions and consistent with Hospital's policies and procedures pertaining to evidence collection and disclosures of protected health information to law enforcement agencies.

- Both parties shall remain in compliance with all local, state and federal laws, statutes or regulations.

ATTACHMENT B
Billing and Reimbursement

- Agency shall reimburse Hospital for all services rendered as outlined in this Attachment.

- Hospital shall invoice Agency for Services, itemizing specific charges and fees. Hospital may bill the individual or the individual's insurance for any charges not paid for by Agency or covered under this Agreement.

- Hospital will include identifying information on invoices submitted to Agency for payment.

- Agency shall reimburse Hospital per the following rates:

Service	Rate
Blood Alcohol Level Collection	$ 47
Urine Test	$ 47

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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 FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY (CATPA) RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT (BATTLE) TEAM, ESTABLISHING PROJECT NUMBER PS2505, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2505, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

City Council approved a 3-year MOU with the statewide Beat Auto Theft Through Law Enforcement (BATTLE) Team on June 28, 2021. The 3-year MOU's terms expired on June 30, 2024. Effective July 1, 2025, the Pueblo Police Department is awarded $190,000.00 in funds for supplies and operating expenses as well as overtime costs associated with auto theft investigation and enforcement. Attached is the Grant Funding Agreement and Award Letter. This Ordinance establishes project number PS2505 and budgets and appropriates necessary funds to project number PS2505.

PREVIOUS COUNCIL ACTION:

City Council has approved ordinances accepting auto theft prevention grants each year beginning in July 2009. On July 1, 2024, the Pueblo Police Department was awarded $130,000.00 in funds for overtime costs associated with auto theft investigation and enforcement. Acceptance of those funds was approved by Ordinance Number 10766.

BACKGROUND:

Each year since July 2009, the City of Pueblo and Pueblo Police Department have accepted Colorado auto theft grant funds. The total funds are disbursed by CATPA and are shared among several different law enforcement agencies in Colorado. A Memorandum of Understanding formalizes the relationship between the various participating agencies.

The BATTLE multi-jurisdictional task force focuses on the prevention and reduction of motor vehicle thefts as well as the identification, investigation, location of stolen motor vehicles, and apprehension of suspects. The task force works to increase the number of stolen vehicles recovered, offenders arrested, and decrease vehicle thefts. The agencies accomplish this through educational and intelligence-led enforcement efforts throughout participating jurisdictions, with task force members sharing information amongst each other and any other requesting agency.

The task force utilizes grant funds provided by the Colorado Auto Theft Prevention Authority (CATPA) to help complete its mission. Funds shall be used only in accordance with the provisions of CATPA's SFY26 grant award, pursuant to project number FY26PBLPD, to the Colorado State Patrol (BATTLE) Team.

FINANCIAL IMPLICATIONS:

The Pueblo Police Department shall receive $190,000.00 as allocated by the grant award. No match is required by the City of Pueblo. Project number PS2505 shall be created and funds in the amount of $190,000.00 shall be budgeted and appropriated therefor.

Personnel services-overtime:	$ 190,000.00
Supplies & operating:	$ 00.00
TOTAL:	$ 190,000.00

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

City Council may decline the grant funds. If that occurs, the Pueblo Police Department cannot be reimbursed from CATPA funds for overtime or equipment costs incurred for this program.

RECOMMENDATION:

The Pueblo Police Department recommends approval of the Ordinance.

ATTACHMENTS:

1. BATTLE Funding Award Letter for State Fiscal Year (SFY) 2026

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT FUNDING AGREEMENT AND ALL APPLICABLE CONDITIONS PERTAINING THERETO FROM THE COLORADO AUTO THEFT PREVENTION AUTHORITY (CATPA) RELATING TO THE BEAT AUTO THEFT THROUGH LAW ENFORCEMENT (BATTLE) TEAM, ESTABLISHING PROJECT NUMBER PS2505, BUDGETING AND APPROPRIATING FUNDS TO PROJECT NUMBER PS2505, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants from the state government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, City Council approved a MOU with the statewide Beat Auto Theft Through Law Enforcement (BATTLE) Team on December 28, 2019, which awarded an initial award of $47,392.00 in grant funds from the Colorado Auto Theft Prevention Authority (CATPA) for the 2019 grant year upon conditions recited therein or incorporated therein by reference;

WHEREAS, an award of grant funds has been made for the 2025-2026 grant year in the amount of $190,000.00 to assist the police department with paying overtime costs incurred in its efforts to reduce auto theft;

WHEREAS, the State of Colorado 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 funds offered pursuant to the grant 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 of Pueblo. NOW, THEREFORE,

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

SECTION 1.

The award of the 2025-2026 BATTLE Overtime Allocation Grant is hereby accepted and approved in the amount of $190,000.00 in accordance with the grant's terms and conditions.

SECTION 2.

The Grant Funding Agreement, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted. The Mayor is authorized to execute the Grant Agreement in the name of and on behalf of the City of Pueblo, and the Mayor is authorized to execute any and all other certifications, assurances, and other documents associated therewith.

SECTION 3.

Project number PS2505 is hereby established in the Public Safety Grants Fund.

SECTION 4.

The Pueblo Police Department is empowered to apply for and accept additional grant awards pursuant to the grant as those funds are made available by the State of Colorado.

SECTION 5.

All current and future funds accepted under this Ordinance shall be budgeted and appropriated into project number PS2505 by the Finance Department.

SECTION 6.

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 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

Date: July 01, 2025

Pueblo Police Department
Project Director Sergeant Eric A. Gonzales
Transmitted by Electronic Mail

RE: BATTLE Funding Award Letter for State Fiscal Year (SFY) 2026

Dear Sergeant Eric A. Gonzales,

On behalf of the Colorado State Patrol (CSP), it is my pleasure to congratulate you on receiving a funding award as a partner agency of the Beat Auto Theft Through Law Enforcement (BATTLE) Task Force.

The Pueblo Police Department has been awarded **$190,000.00** for the SFY26 grant cycle as a partner agency. The grant period is **July 1, 2025**, **through June 30, 2026**. This award is subject to all financial and administrative requirements of the Colorado Auto Theft Prevention Authority (CATPA), including requirements outlined in the Office of Justice Programs Financial Guide, the Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, and the timely submission of all financial reports.

Enclosed in this packet is the Award Funding agreement, the grant budget, and a checklist for BATTLE payment submissions. To officially accept the award, we request that your authorized official **initial each page** and sign the Award Funding agreement and return to CSP via the following email: battlepayments@state.co.us.

Please return your signed Funding Award agreement **no later than 10 days after receipt of this letter**. Failure to sign your award may result in a delayed start date as well as reimbursements.

Please contact Captain Wesley Kartus at wesley.kartus@state.co.us or 303-277-8660 or Aleah Bachtel at aleah.bachtel@state.co.us or 720-822-8673 if you have any questions. We look forward to working with you in the fight against auto theft!

Best Regards,

Wesley, Kartus
Captain, Colorado State Patrol
BATTLE Project Director
Aleah Bachtel, Grants Specialist

Colorado State Patrol
Statement of Funding Award

Partner Agency Name:	Pueblo Police Department
Project Director:	Sergeant Eric A. Gonzales
Financial Officer:	Kayleigh McKenzie
Project Director Address:	200 S Main Street, Pueblo, CO 81003
Grant Number:	FY26PBLPD
Date of Issue:	July 1, 2025
Total Approved Budget:	$190,000.00
Grant Period:	July 1, 2025 through June 30, 2026
BATTLE Region:	**SOUTH**

Partner Agency Approved Budget

Pueblo PD - SFY26 BATTLE 07.01.2025			
BUDGET CATEGORY	ORIGINAL/CURRENT ALLOCATION	REVISION	REVISED CURRENT ALLOCATION
Overtime	$190,000.00		$190,000.00
Supplies & Operating	-	-	-
Travel	-	-	-
Equipment	-	-	-
TOTAL	$190,000.00	$0.00	$190,000.00

Line Item Qualifying Expenses

- **Overtime – Overtime hours and rate only**. The following will not be reimbursed: Straight time, vacation/annual leave, sick leave, holiday, compensatory**.**

Note:

- A CDPS Purchase Order authorizing CSP to reimburse the Partner Agency for expenditures in support of the BATTLE mission will be issued as soon as possible on or after July 1, 2025. Any expenditures prior to issuance of the Purchase Order will not be reimbursed.
  - Overtime for BATTLE Operations may not commence prior to the Partner Agency receipt of their SFY26 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
  - Expenditures in any other approved budget categories may not be incurred prior to the Partner Agency receipt of their SFY26 Purchase Order or has been notified in writing by their Regional Director that the Purchase Order is in effect.
- Personnel Expense-OT backup documentation includes proof of payment (paystub or payroll report), timesheets signed by employee and supervisor.
- Supplies & Operating Expense backup documentation includes an invoice with authorization for payment and a receipt or other form of proof of payment.
- Equipment Expense backup documentation must include a current quote AND an invoice as well as proof of payment.

See Check List for BATTLE Payment Submissions for greater detail on documentation requirements (Exhibit A).

Special Conditions and Requirements

Multipart document and Additional Requirements

1. The Partner Agency affirms that the agreement consists of a multipart document: the award letter, Funding Award and associated special conditions, required performance metrics, and signatures of persons authorized to sign on behalf of the partner agency.

2. The Partner Agency agrees to comply with **all** requirements, conditions, and regulations as detailed in the enclosed Funding Award document. The authorized official must initial at the bottom of each page of the enclosed Funding Award document where indicated.

3. The Partner Agency affirms that their financial system of record and associated technology is fully adequate to support and document the separate tracking and allocation of all BATTLE grant expenditures and revenues, especially, but not limited to, defining overtime hours worked and overtime rate paid in relation to straight time hours worked and rate paid.

Financial Reporting Requirements

1. **Budget Modification Request** - Grant activities must match the approved budget included with this document. The partner agency must secure prior written approval from CSP if there is a requested change in any budget category. Failure to seek prior consent may result in the denial of reimbursement. The Partner Agency shall submit a Budget Modification form to the BATTLE Regional Coordinator requesting a revision in the Funding Award budget. The Partner Agency shall not make any changes in

the budget line items or purchase equipment or other supplies until they have received authorization from the BATTLE Regional Coordinator. Reimbursement of any expenditures made by the Partner Agency without prior written authorization shall not be reimbursed through BATTLE funds and the Partner Agency shall absorb that cost.

2. **Invoicing** - The Partner Agency agrees to submit **monthly reimbursement** requests on the Excel invoice workbook with backup documentation for reimbursement. The Partner Agency must submit the invoice workbook even if it is a zero-dollar claim no later than fifteen (15) days following the end of a calendar month. Appropriate documentation for all expenditures must accompany reimbursement requests. GMO will only approve reimbursement of actual, supported, and allowable expenses. Only financial-related documents are emailed to the BATTLE address. Any operational reports or other related working information are sent to BATTLE Regional Coordinator and not through the BATTLE email address.

   All invoices and overtime payroll must be paid by SFY June 30, 2026. Final reimbursement requests must be completed and submitted to CSP GMO within ten (10) days after June 30, 2026. Reimbursement requests received beyond this time will be subject to denial.

3. **Monitoring** - The CSP will monitor the Partner Agency's performance obligations under this Award Letter using procedures determined by the State of Colorado policies and procedures. In its sole discretion, CSP shall have the right to change monitoring procedures and requirements at any time during the term of this SFY26 grant period. The CSP shall monitor the Partner Agency's performance in a manner that does not unduly interfere with the Partner Agency's performance of grant work.

   As the grant's fiscal agent, CSP shall monitor Partner Agency, including desk reviews, agency visits, and phone interviews. The Partner Agency shall be notified at least thirty (30) days in advance of any scheduled monitoring visits. As a recipient of these funds, the Partner Agency agrees to cooperate with and respond to any requests for information about your award within fifteen (15) days of audit notification.
   If the CSP identifies any audit finding(s), the Partner Agency will have the opportunity to make provisions to correct the finding(s). Any false statements or claims with the awarded funds may result in fines, imprisonment, or any other remedy available by law.
   The Partner Agency has the right to protest any audit findings. All protests must be in writing and sent to the BATTLE Project Director and the Financial officer.
4. **Funding from Multiple Sources** - The recipient understands and agrees to notify CSP if it receives, from any other sources, funding for the same items or services also funded under this award. The Partner Agency shall not supplant awarded funds with city and county funds already budgeted for the same purpose. If CSP determines there is supplanting of funds, award funds will be revoked and all expended funds shall be returned to CSP within thirty (30) days.

5. **Capital Equipment** – Capital equipment is any item purchased at **$5,000 per unit or more** using funds under a CATPA grant. The retention period ends when the value of the equipment has depreciated to **less than $5,000 per unit** or the equipment is older than five (5) years, whichever comes first.

A. *Capital Equipment Ownership*. Capital equipment becomes the property of the recipient agency approved in the Funding Award and remains in possession of the original agency so long as it continues to be used for auto theft prevention activities as approved by the CATPA Office. If the equipment retention period has not expired and the equipment is no longer needed or used for auto theft prevention activities, BATTLE retains the right to reallocate the equipment for auto theft prevention.

B. *Inventory of Capital Equipment*. Under this agreement, the Partner Agency's inventory of capital equipment shall occur during the retention period by the BATTLE Project Director. A complete equipment inventory list is maintained by the BATTLE Project Director. The Partner Agency shall

submit its inventory list to the BATTLE Regional Coordinator upon request of the BATTLE Project Director.

C. *Purchase of New Capital Equipment*. Stickers indicating the purchased equipment is through grant funding will then be supplied by GMO. The stickers must be attached to the equipment (near the serial number) and remain so until disposition of the Capital Equipment

D. Inventory Removal of Capital Equipment. The Partner Agency shall make a written request for removal of capital equipment, along with a completed CATPA Grant Equipment Inventory Removal Certification Form and send it to the BATTLE Regional Coordinator. Request to remove capital equipment from the CATPA inventory is approved on any of the following conditions:

i. Equipment Lapses Retention Period. Equipment may be removed when the purchase date is five (5) or more years past, regardless of the equipment's actual purchase price or depreciated value.

ii. Equipment Value is **Less than $5,000 per unit**. Equipment may be removed from inventory when it has depreciated to a value **less than $5,000**. In such cases, the Partner Agency shall provide documentation on the justification for the depreciation and send it to the BATTLE Regional Coordinator. CSP and CATPA recognize generally accepted accounting principles and encourage the Partner Agency to use the straight-line depreciation method. Guidance on the straight-line depreciation method is in the FY26 CATPA Grant Manager's Guidance Manual.

iii. Equipment Loss, Theft, or Damage. Equipment reported as lost, stolen, or otherwise damaged beyond its serviceable use, may be removed from inventory. In such cases, the Partner Agency must submit a written report narrating the equipment loss, theft, or damage circumstances.

iv. Equipment Trade or Sale. Equipment may be removed from the inventory list when it is determined that the trade or sale of the equipment is beneficial for the Partner Agency. Any funds acquired during an approved sale of equipment shall be returned to CSP and reflected on the Financial Payment Reimbursement Request Form.

iv. Equipment Transfer. The transference of equipment may occur if the Partner Agency no longer needs or uses it. The CATPA Board will have final authority in approving requests for equipment transfers and reflected on the Partner Agency's inventory.

Other Terms and Conditions

1. **Change of Personnel** - The partner agency agrees to promptly give written notification to CSP of any changes in the authorized official, project director, financial officer, or grant-funded personnel.

2. **Partner Agency Records and Retention**

A. *Record Retention* – The funds received in this Funding Award are for one year (the Grant Period). The Partner Agency shall maintain all funding related records for a period of **five (5)** years following the last day of the grant period. If there is any litigation, claim, or audit related to this Funding Award then retention starts before the expiration of the Record Retention requirement, this period shall extend until

resolution of litigations, claims, or audit findings and final action taken by the CSP. For equipment records, the Record Retention Period shall be **five (5)** years following the purchase of such property.

B. *Records Inspection and Maintenance* – The Partner Agency must make, keep, maintain a complete file of all records, documents, communications, notes, and other materials which can be written or electronic. The record should include files and communications about the Funding Award work or the delivery of services and goods hereunder. The records shall be available for inspection and monitoring by CSP.

The Partner Agency shall permit CSP to audit, inspect, examine, copy and transcribe Partner Agency records during the Record Retention period. Partner Agency shall make its records available during regular business hours at Partner Agency's office or place of business or at other mutually agreed upon times or locations. The Partner Agency will receive no fewer than two (2) Business Days' notice from the CSP unless CSP determines that a shorter period of notification, or no warning, is necessary to protect the interests of the CSP.

3. **Discrimination** - As a condition of receipt of state funds, you acknowledge and agree that you will not, on the grounds of race, color, religion, national origin, sex, or disability, unlawfully exclude any person from participation in, deny the benefits of, or employment to any person, or subject any person to discrimination in connection with any programs or activities funded in whole or in part with state funds. You will also not discriminate in the delivery of benefits or services based on age. These civil rights requirements are found in the non-discrimination provisions of Title VI of Civil Rights Act of 1964, as amended (42 U.S.C. §2000d); the Omnibus Crime Control and Safe Streets Act of 1968, as amended (42 U.S.C. §3789d); Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794); and the Age Discrimination Act of 1975, as amended (42 U.S.C. §6101).

4. **Equal Employment Opportunity** - The Partner Agency must comply with the federal regulations pertaining to the development and implementation of an Equal Employment Opportunity Plan (28 C.F.R. Part 42 subpart E).

5. **Sub-awarding Partner Agency Funds** - The Partner Agency shall not subaward or pass through to another entity these funds such as, but not limited to, public and private agencies, nor to any persons.

6. **Criminal Law Violations** - Subrecipients must timely disclose in writing to the BATTLE Project Director all state and federal criminal law violations involving fraud, bribery, or gratuity that may potentially affect the awarded state funding. Failure to make required disclosures can result in any remedies, including suspension or revoking awarded funds.

7. **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.

C. 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.

D. 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.

E. 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.

F. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 et seq., C.R.S. 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 ny 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, 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.

8. **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 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.

9. 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.

10. REMEDIES

In addition to any remedies available under any exhibit to this Grant Agreement, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. 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.

11. 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 the CATPA Board or an official designated by the Department of Public Safety by Grantee for resolution.

12. **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 Agreement 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.

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.

Return:

The Partner Agency will sign a copy of the Funding Award and return the agreement to the CSP BATTLE email. Once CSP obtains all signatures, the Partner Agency will receive a copy of this agreement.
The parties hereto have executed this binding Funding Award.

Persons signing for Partner Agency hereby swear and affirm that they are authorized to act on Partner Agency's behalf and acknowledge that the Colorado State Patrol relies on their representations to that effect. The Funding Award may be executed in two or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery as a scanned ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing with the same force and effect as if such facsimile or ".pdf" signature page was an original thereof.

PARTNER AGENCY	COLORADO STATE PATROL
_____	
Legal Name of Partner Agency	
_____	_____
Name of Official, Title	Wesley Kartus, Captain BATTLE Project Director
	7-14-2025
_____	
Date Signed	Date signed

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING THE TRANSFER AGREEMENT BETWEEN CATHOLIC HEALTH INITIATIVES COLORADO (ST. MARY CORWIN HOSPITAL), A COLORADO NONPROFIT CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO FIRE DEPARTMENT (PFD) ALLOWING THE TRANSFER OF PATIENTS FROM PFD TO THE HOSPITAL FOR CONTINUITY OF CARE

SUMMARY:

This Ordinance approves a transfer agreement between the Catholic Health Initiatives Colorado doing business as St. Mary Corwin Hospital and the Pueblo Fire Department for the best interest of the people served by the City fo Pueblo so as to facilitate the orderly transfer of patients from PFD to Hospital for continuation of care.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Catholic Health Initiatives Colorado and The Pueblo Fire Department facilities are located in the City of Pueblo which fall under the Pueblo Fire Department jurisdiction. The Catholic Health Initiative Colorado runs St. Mary Corwin Hospital in Pueblo. PFD regularly transfers both emergency and nonemergency patients to St. Mary Corwin and as such has pertinent medical information about that patient needed by St. Mary Corwin and its providers to ensure the continuity of care. This agreement formalized the transfer of information between PFD and St. Mary Corwin in such circumstances.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not accepting this Agreement would mean no formal understanding between PFD and St. Mary Corwin would exist.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. City of Pueblo, SMC 7.7.2025 final

ORDINANCE NO.

AN ORDINANCE APPROVING THE TRANSFER AGREEMENT BETWEEN CATHOLIC HEALTH INITIATIVES COLORADO (ST. MARY CORWIN HOSPITAL), A COLORADO NONPROFIT CORPORATION, AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO FIRE DEPARTMENT (PFD) ALLOWING THE TRANSFER OF PATIENTS FROM PFD TO THE HOSPITAL FOR CONTINUITY OF CARE

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

SECTION 1.

The transfer agreement between the Catholic Health Initiatives Colorado and The Pueblo Fire Department, a copy of which is attached hereto and incorporated herein, is approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreements to effectuate the transactions described therein.

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT ("***Agreement***") is made and entered into as of the last signature date attached hereto (the "***Effective Date***") by and between Catholic Health Initiatives Colorado, doing business as St. Mary-Corwin Hospital, a Colorado nonprofit corporation ("***Hospital***"), and the City of Pueblo, a Colorado Municipal Corporation, by and through the Pueblo Fire Department ("***PFD***").

WITNESSETH THAT

WHEREAS, Hospital is a Colorado nonprofit corporation that operates to provide access to patient care for the residents of its service area; and

WHEREAS, Hospital and PFD (the "***Parties***") have determined that in order to provide continuity of care and treatment appropriate to the needs of each patient that the Parties enter into a Transfer Agreement to facilitate the transfer of patients from PFD to Hospital.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Hospital and PFD agree as follows:

1. TERM. The term of this Agreement shall commence on the Effective Date, and shall automatically renew on an annual basis unless modified by mutual agreement or terminated as provided herein.

2. PURPOSE OF AGREEMENT. The purpose of this Agreement is to provide for the orderly transfer of patients from PFD to Hospital so as to facilitate the provision of appropriate and efficient care to patients.

3. PATIENT TRANSFER. The need for transfer of a patient pursuant to this Agreement shall be determined by the patient's attending physician. When such determination has been made and the consent of the patient or individual acting on the patient's behalf has been obtained, the transferring physician shall contact Hospital and obtain acceptance of the patient prior to transfer. Hospital agrees to accept the patient as promptly as possible, provided that all conditions for transfer and admission are met and that it has the medical staff, personnel, equipment, patient services, and space to accommodate the patient.

4. PROVISION OF INFORMATION TO EACH PARTY. Each Party shall provide the other with the names and titles of persons authorized to initiate, confirm, and accept the transfer of patients on its behalf. Hospital shall provide PFD with information concerning the type of resources available and the type of patients and health conditions that Hospital is able to accept.

5. TRANSFER CONSENT. PFD shall be responsible for obtaining consent to transfer from the patient or individual acting on the patient's behalf, prior to transferring the patient.

6. UNSTABLE MEDICAL CONDITIONS. PFD shall make every reasonable effort commensurate with staffing and facilities to stabilize the patient and minimize the risks to the patient's health prior to transfer.

7. MEDICAL RECORDS. PFD agrees to provide Hospital upon transfer, or in the case of emergency transfer as promptly thereafter as possible, medical and administrative information including, where appropriate, the following:

a. Patient's name, address, telephone number, age, and name, address, and telephone number of the next of kin;

b. History of the injury or illness necessitating the transfer, and, in the case of an emergency condition, observations of signs or symptoms, and the preliminary diagnosis, if any;

c. The written consent of the patient, or individual acting on the patient's behalf, to the transfer, or the written certification as above described;

d. Condition upon transfer;

e. Vital signs at time of transfer;

f. Treatment provided to the patient prior to transfer including any medications administered;

g. Laboratory and x-ray findings;

h. Fluids given, by type and volume, immediately prior to transfer;

i. Name, address, and phone number of physician transferring or authorizing the transfer of the patient;

j. Name of physician/designee at Hospital who has accepted the transfer and to whom the patient is to be transferred;

k. Name of physician/designee at Hospital who has been contacted about the Patient;

l. Patient's third party billing information; and

m. Any additional information required by this Agreement or any applicable state regulation.

In the case of an emergency, particularly where the patient is unstable, this information shall be provided by the most expeditious means, including

telephonically, facsimile and, if reasonably possible, prior to or at the time of the arrival of the patient at Hospital, to be followed as soon as possible with originals or useable photocopies of the originals. In the case of an emergency, or where the patient is unstable, the patient will be accompanied by a member of the transferring staff who will make themselves available to give verbal report and aid in family support.

PFD agrees to supplement the above information as necessary for the proper care of the patient during transport and treatment following transfer.

8. CONFIDENTIALITY. The Parties agree that all medical records of patients undergoing transfer shall be treated as confidential so as to comply with all state and federal laws, rules and regulations regarding the confidentiality of patient records.

9. PAYMENT FOR SERVICES. The patient is primarily responsible for payment for care rendered by either Party. Each Party shall be responsible only for collecting its own payment for services rendered to the patient by the respective Party. No clause of this Agreement shall be construed to authorize either Party to look to the other for payment for services rendered to a patient transferred pursuant to this Agreement; provided, however, that should such obligation arise pursuant to other agreements, arrangements, or law, nothing in this Agreement shall be construed to modify or limit such obligation.

10. TRANSPORTATION OF PATIENT. PFD shall be primarily responsible for providing or arranging the transportation and appropriate care of the patient during transportation. Hospital's responsibility for patient care shall commence upon arrival of the patient at Hospital. In the event that Hospital utilizes its own transportation service or otherwise arranges to transport the patient, then Hospital's responsibility for the patient's care shall begin upon Hospital's acceptance of the patient prior to transport. Any patient transferred should be as directed by the attending physician.

11. ADVERTISING AND PUBLIC RELATIONS. Neither Party shall use the name of the other party in any promotional or advertising material unless review and approval of the intended advertisement shall first be obtained from the other. Neither Party shall make any statements or representations of any special relationship between them by virtue of this Agreement or represent that a patient enjoys any benefit from this Agreement, which is not available at other facilities.

12. LIABILITY. Each Party shall be responsible for the acts and omissions of its management, employees, agents or independent contractors and shall not be responsible for the acts and omissions of the management, employees, agents or independent contractors of other. To the extent permitted by Colorado law, PFD agrees to indemnify and hold Hospital harmless for all claims, actions and liability, including costs and attorney's fees, arising from the negligence, acts or omissions of PFD. Hospital agrees to indemnify and hold PFD harmless from all claims, acts or omissions of Hospital.

13. INSURANCE. Each Party, at its own expense shall secure and maintain, or cause to be secured and maintained, comprehensive general liability insurance,

professional liability insurance, and property damage insurance covering itself and its management, employees, agents and independent contractors providing minimum limits of liability as is usual and customary.

14. INDEPENDENT CONTRACTOR STATUS. Both Parties are independent contractors. Neither Party is authorized or permitted to act as an agent or employee of the other. Nothing in this Agreement shall in any way alter the control of the management, assets, and affairs of the respective Parties. Neither Party, by virtue of this Agreement, assumes any liability for any debts or obligations of either a financial or legal nature incurred by the other Party to this Agreement.

15. TERMINATION OF AGREEMENT.

a. *Voluntary Termination*. This Agreement may be terminated by either Party at any time, and for any reason, by giving thirty (30) days written notice of its intention to withdraw from this Agreement, and by ensuring the continuity of care to Patients who already are involved in the transfer process. The terminating Party will be required to meet its commitments under the Agreement to all patients for whom the other Party has begun the transfer process in good faith.

b. *Involuntary Termination*. This Agreement shall be terminated immediately upon the occurrence of any of the following:

i. Either Party is damaged to such an extent that its business is terminated or temporarily interrupted to the extent that it cannot accept or provide adequate care to patients;

ii. Either Party loses its license or accreditation;

iii. Either Party is no longer able to provide the service contemplated by this Agreement; or

iv. Either Party is in default under any of the terms of this Agreement.

16. EXCLUDED PROVIDER. PFD hereby represents and warrants that PFD is not and at no time has been excluded from participation in any federally funded health care program, including Medicare and Medicaid. PFD hereby agrees to immediately notify Hospital of any threatened, proposed, or actual exclusion from any federally funded health care program, including Medicare and Medicaid. In the event that PFD is excluded from participation in any federally funded health care program during the term of this Agreement, or if at any time after the effective date of this Agreement it is determined that PFD is in breach of this Section, this Agreement shall, as of the effective date of such exclusion or breach, automatically terminate.

17. NOTICE. Any notice required to be given under this Agreement shall be in writing and shall be sent by certified mail, return receipt requested, postage prepaid, to the Parties as follows:

To Hospital: St. Mary-Corwin Hospital
1008 Minnequa Ave.
Pueblo, CO 81004
Attn: CEO

To PFD: Pueblo Fire Department
1551 Bonforte Blvd.
Pueblo, CO 81001
Attn: Fire Chief

18. FINANCIAL RECORDS – ACCESS. The Parties agree to retain and make available upon request for a period of four (4) years after the furnishing of such services as described in this contract, the contract, books, documents and records which are necessary to certify the nature and extent of the cost thereof when requested by the Secretary of Health and Human Services or the Comptroller General, or any of their duly authorized representatives.

If the Parties carry out any duties of this contract through a subcontract with a related organization valued at Ten Thousand Dollars ($10,000) or more over a twelve (12) month period, the subcontract shall also provide that the Secretary of Health and Human Services or the Comptroller General may have access to the subcontract and the subcontractor's books, documents and records necessary to verify the costs of the subcontract for a period of four (4) years after the services have been furnished.

This provision relating to the above retention and production of documents is included because of possible application of Section 1395x(v)(1)(I) of the Social Security Act to this Agreement. If this section should be found inapplicable, then this clause shall be deemed to be inoperative and without force and effect.

19. ASSIGNMENT. Either Party hereto without the express written consent of the other Party shall not assign this Agreement in whole or in part.

20. AMENDMENT. This Agreement may be amended only by written agreement signed by the Parties hereto.

21. GOVERNING LAW. This Agreement is made and entered into in the State of Colorado and shall be governed and construed in accordance with the laws of the State of Colorado and the United States of America.

22. AGREEMENT NOT EXCLUSIVE. This Agreement is not exclusive and either Party is free to enter into such other and similar contracts with other parties as they, in their sole discretion, shall deem necessary or desirable. Nothing herein shall be construed as limiting the right of either Party to refer or transfer any patients to any institution or PFD and nothing herein shall be construed as requiring or contemplating any compensation or remuneration in any form between the Parties arising from, or related to, the transfer or referral of any patient for any reason.

23. INVALID PROVISION. In the event that any portion of this Agreement shall be determined to be invalid or unenforceable, the remainder of this Agreement shall be deemed to continue to be binding upon the Parties hereto in the same manner as if the invalid or unenforceable provision was not a part of this Agreement.

24. WAIVER. No waiver of any term or condition of this Agreement by either Party shall be deemed in a continuing or further waiver of the same term or condition or a waiver of any other term or condition of this Agreement.

25. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and contains all of the agreements between them with respect to the subject matter thereof and supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof.

26. BINDING AGREEMENT. This Agreement shall be binding upon the Parties and their successors or assigns.

27. HEADINGS. The headings to the various sections of this Agreement have been inserted for convenience only and shall not modify, define, limit or expand express provisions of this Agreement.

SIGNATURE PAGE TO FOLLOW

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the date and year first below written.

CATHOLIC HEALTH INITIATIVES COLORADO DBA ST. MARY-CORWIN HOSPITAL	**CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION**
By:_____	By:_____
Name: Michael Cafasso	Name:_____
Title: CEO	Title:_____
Date:_____	Date:_____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom
Principal Planner

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 711 AND 715 VETA AVENUE, LOTS 11-14, BLOCK 7, ARVONIA SUBDIVISION, FROM R-3, ONE AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 711 and 715 Veta Avenue, Lots 11-14, Block 7, Arvonia Subdivision, from R-3 to an RCN Zone District to facilitate a rearrangement of property boundaries that will rearrange four 25-foot-wide lots into two parcels that meet the lot width requirement for the RCN Zone District.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting a rearrangement of property boundaries (RPB-25-07).

BACKGROUND:

The applicant is requesting to rezone 711 and 715 Veta Avenue to an RCN Zone District to facilitate a Rearrangement of Property Boundaries (RPB), which is intended to rearrange four 25-foot-wide lots into two parcels that meet the minimum lot width requirements for the RCN Zone District. The RPB will be processed administratively and is contingent upon final approval of this rezoning by City Council. The proposed RPB will incorporate the existing one car garage, with the residence located at 711 Veta Avenue. The existing garage, which currently sits on the 715 Veta Avenue parcel, has the same white horizontal siding and dark gray asphalt roofing materials as the residence located at 711 Veta Avenue. Therefore, the proposed rezoning and RPB will further the intent of both the Accessory Building and Residential Placement Standards sections of the municipal code by combining the single-family residence on 711 Veta with the architecturally compatible garage located at 715 Veta. The RCN Zone District

requires a minimum lot width of 25’ and a minimum lot area of 2,500 sq. ft. for a single-family residence. The proposed RPB will create one 32-foot-wide lot and another 68-foot-wide lot, so both lots meet the minimum area and width requirements for the RCN Zone District. According to the submitted site plan, 715 Veta has an existing northern side-yard setback of 2.5 feet and a front-yard setback of 25-feet. The northern 2.5-foot side yard setback for 715 Veta is considered a legal-nonconforming setback and can remain as-is with the RPB. The proposed RPB would create a new side yard to the south for 715 Veta, which would be 5 feet and conform with current setback requirements. 711 Veta has an existing 20-foot front-yard setback and a 6.8-foot southern side-yard setback. The proposed RPB would create a 5.6- foot northern side-yard setback for 711 Veta. The existing front-yard setback may be averaged with the adjacent house to the south, thus meeting the code requirements for front yard setbacks. The purpose of the RCN district is to creatively accommodate redevelopment on narrow, legal non-conforming lots in the older neighborhoods of the City, and this project meets that intent. The proposed rezoning and RPB will not create any new non-conforming setbacks or lot dimensions.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their July 9, 2025, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the 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-25-12 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 711 AND 715 VETA AVENUE, LOTS 11-14, BLOCK 7, ARVONIA SUBDIVISION, FROM R-3, ONE AND TWO-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-3, One and Two-Family Residential Zone District to RCN, Residential Charter Neighborhood Zone District:

Lots 11-14, Block 7, Arvonia Subdivision

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

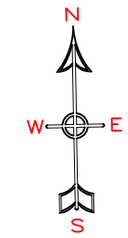
ATTEST

_____

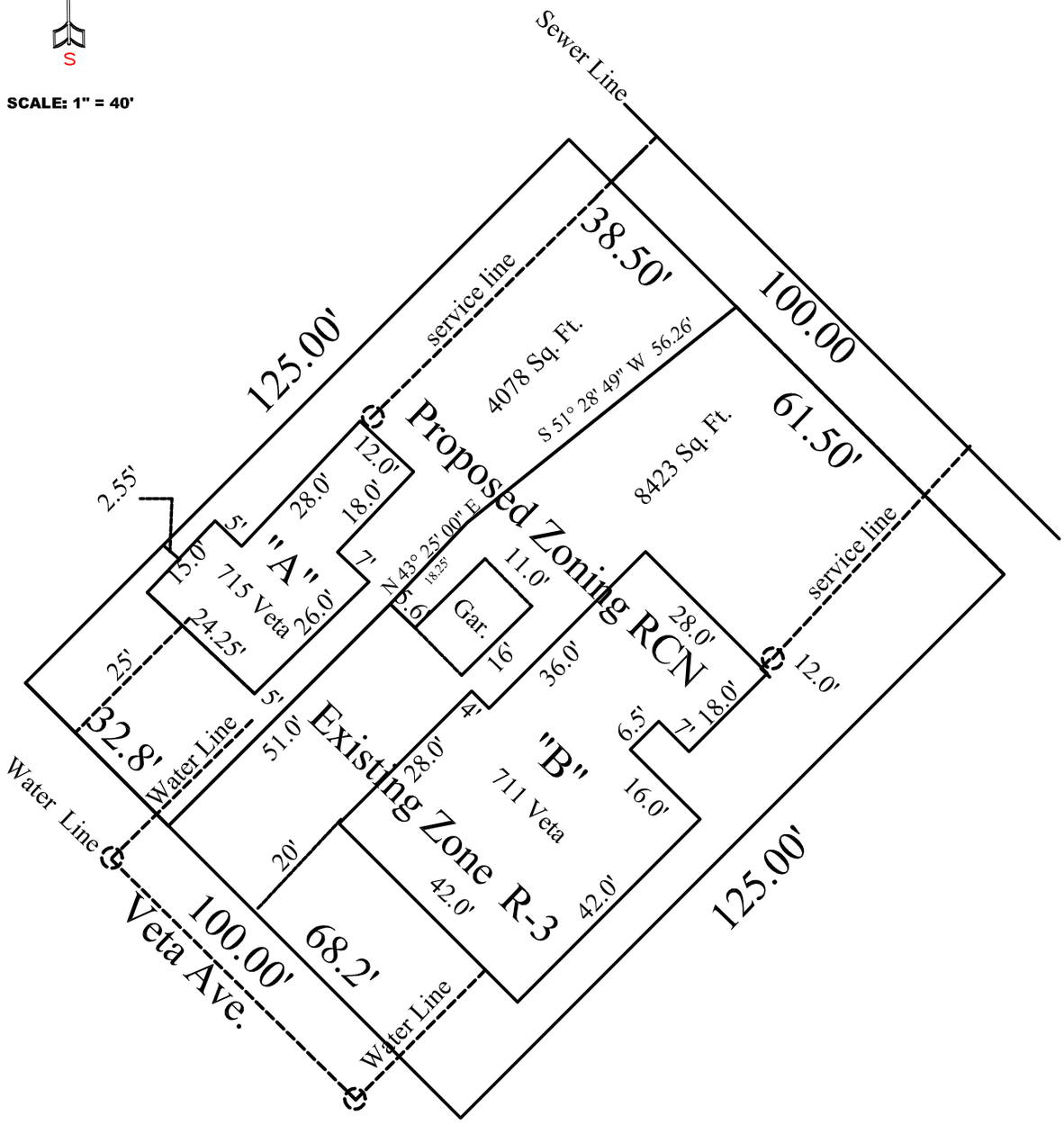
City Clerk

REZONING EXHIBIT

Daniel Fairchild



SCALE: 1" = 40'



AMELLA SURVEYING
501 N. Main St. LL103
Pueblo, Colorado
719-543-1974

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, July 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: None

Staff Members Present: Laura Portis, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

1. Z-25-12 Rezone, a rezoning of 711 and 715 Veta Ave., approximately 12,500 sq. ft. from R-3, One and Two-Family Residential, to RCN, Residential Charter Neighborhood to facilitate a Rearrangement of Property Boundaries. Staff Report by Beritt Odom, Principal Planner.

Hearing: Applicant Gary Amela was sworn in and spoke in support of the application. No one spoke in opposition

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, second by Spinuzzi

Motion Passed: 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-12

July 9, 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:	Rezone from R-3, One and Two-Family Residential District to RCN, Residential Charter Neighborhood
APPLICANT:	Gary Amella, Amella Surveying
PROPERTY OWNER:	Daniel Fairchild
LOCATION:	711 and 715 Veta Ave.
CONCURRENT REQUESTS:	RPB-25-07 711 Veta Ave.

REQUEST:
The property owner wishes to rezone 711 and 715 Veta Ave., Lots 11-14, Block 7, Arvonia Subdivision, from R-3 to an RCN Zone District to facilitate a rearrangement of property boundaries that will rearrange four 25-foot wide lots into two parcels that meet the lot width requirement for the RCN Zone District.

BACKGROUND AND ANALYSIS:

Mr. Fairchild is requesting to rezone 711 and 715 Veta Ave to a RCN Zone District to facilitate a Rearrangement of Property Boundaries (RPB), which is intended to rearrange four 25-foot wide lots into two parcels that meet the minimum lot width requirements for the RCN Zone District. The RPB will be processed administratively and is contingent upon final approval of this rezoning by City Council. The proposed RPB will incorporate the existing one car garage, with the residence located at 711 Veta Ave. The existing garage, which currently sits on the 715 Veta Ave. parcel, has the same white horizontal siding and dark gray asphalt roofing materials as the residence located at 711 Veta Ave. Therefore, the proposed rezoning and RPB will further the intent of both the Accessory Building and Residential Placement Standards sections of the municipal code by combining the single-family residence on 711 Veta with the architecturally compatible garage located at 715 Veta.

The RCN Zone District requires a minimum lot width of 25’ and a minimum lot area of 2,500 sq. ft. for a single-family residence. The proposed RPB will create one 32-foot-wide lot and another 68-foot-wide lot, so both lots meet the minimum area and width requirements for the RCN Zone District. According to the site plan, created by Gary Amella, 715 Veta has an existing northern side-yard setback of 2.5 feet and a front-yard setback of 25-feet. The northern 2.5-foot side yard setback for 715 Veta is considered a legal-nonconforming setback and can remain as-is with the RPB. The proposed RPB would create a new side yard to the south for 715 Veta, which would be 5 feet and conform with current setback requirements. 711 Veta has an existing 20-foot front-yard setback and a 6.8-foot southern side-yard setback. The proposed RPB would create a 5.6-foot northern side-yard setback for 711 Veta . The existing front-yard setback may be averaged with the

adjacent house to the south, thus meeting the code requirements for front yard setbacks. The purpose of the RCN district is to creatively accommodate redevelopment on narrow, legal non-conforming lots in the older neighborhoods of the City, and this project meets that intent. The proposed rezoning and RPB will not create any new non-conforming setbacks or lot dimensions.

SITE CHARACTER AND COMPATIBILITY

Site Character: The rezoning site is currently developed with a detached single-car garage and two single-family residences, 715 Veta Ave. (constructed in 1903), and 711 Veta Ave. (constructed in 1915). Both properties are landscaped with turf grass, trees, and shrubs.

Neighborhood Compatibility:

North: R-3, developed with single-family residences
East: R-3, developed with single-family residences
South: R-3, developed with single-family residences
West: R-3, developed with single-family residences

Comprehensive Plan Compliance: The proposed rezoning area is designated as Urban Neighborhood and Neighborhood Mixed Use by the "Pueblo Regional Comprehensive Plan, 2022." According to the Comprehensive Plan, Urban Neighborhoods are generally located in the central portion of the city and were developed prior to 1950. Such neighborhoods are characterized by uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units.

Neighborhood Mixed Use areas are generally characterized by the historic "main streets" in the City of Pueblo and accommodate small-scale retail and commercial activity that supports the surrounding neighborhood. Primary land uses include restaurants, offices, commercial services, and other professional services.

The proposed rezoning to facilitate the rearrangement of property boundaries to group the existing garage with the matching residence meets the intent of the Comprehensive Plan by providing a mixture of housing types and sizes within the City's Established Development Boundary. The Neighborhood Mixed Use land use designation most likely came from the parcel's close proximity to Lincoln Ave., which is a Principal Arterial roadway. Neighborhood Mixed Use allows a mixture of commercial and residential uses.

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 **Guiding Principal 1 of the 2022 Pueblo Regional Comprehensive Plan states "rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford" (p. 18). Goal 1.1 of the plan is to "expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels" (p.19).**

The proposed rezoning will reduce the lot width and area for 715 Veta while simultaneously grouping the existing garage with the matching residence at 711 Veta, thereby providing a variety of housing options on varying lot sizes for Pueblo residents.

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

❑ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

❑ Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

❑ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest.

❑ Comments **The application contains the required information.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

❑ Comments **The application contains the required information.**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

❑ Comments **The application contains the required information.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

❑ Comments **The application contains the required information.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **The applicant does not intend to change the existing structures at this time.**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments **Not applicable**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments **Not applicable**

Residential Charter Neighborhood (RCN) Zone District Standards:
The existing side-yard setbacks for the single-family residences and one accessory structure appear to be less than the required 5-foot side yard setbacks, resulting in legal-nonconforming side yard setbacks. However, with the proposed RPB, the southern-side-yard setback for 715 Veta Ave. and the northern side-yard setback for 711 Veta Ave. will be brought into conformance. Both residences currently meet the front and rear setbacks and will continue to meet the setbacks once rearranged.

RECOMMENDED ACTION:

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval of the rezone request is appropriate.

REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• City Transportation	No comment
• City Law Department	No comment
• Pueblo Regional Building Department	No comment
• City Fire Department	No comment
• City Wastewater	No comment
• City Stormwater	No comment
• City Parks and Recreation Department	No comment
• Xcel Energy	No comment
• Black Hills Energy	No comment
• CDOT	No comment

ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo and Site Photos
E. Rezoning Exhibit

A. Aerial Map

B. Zoning Map

C. Comprehensive Plan Map

D. Public Notice Photo

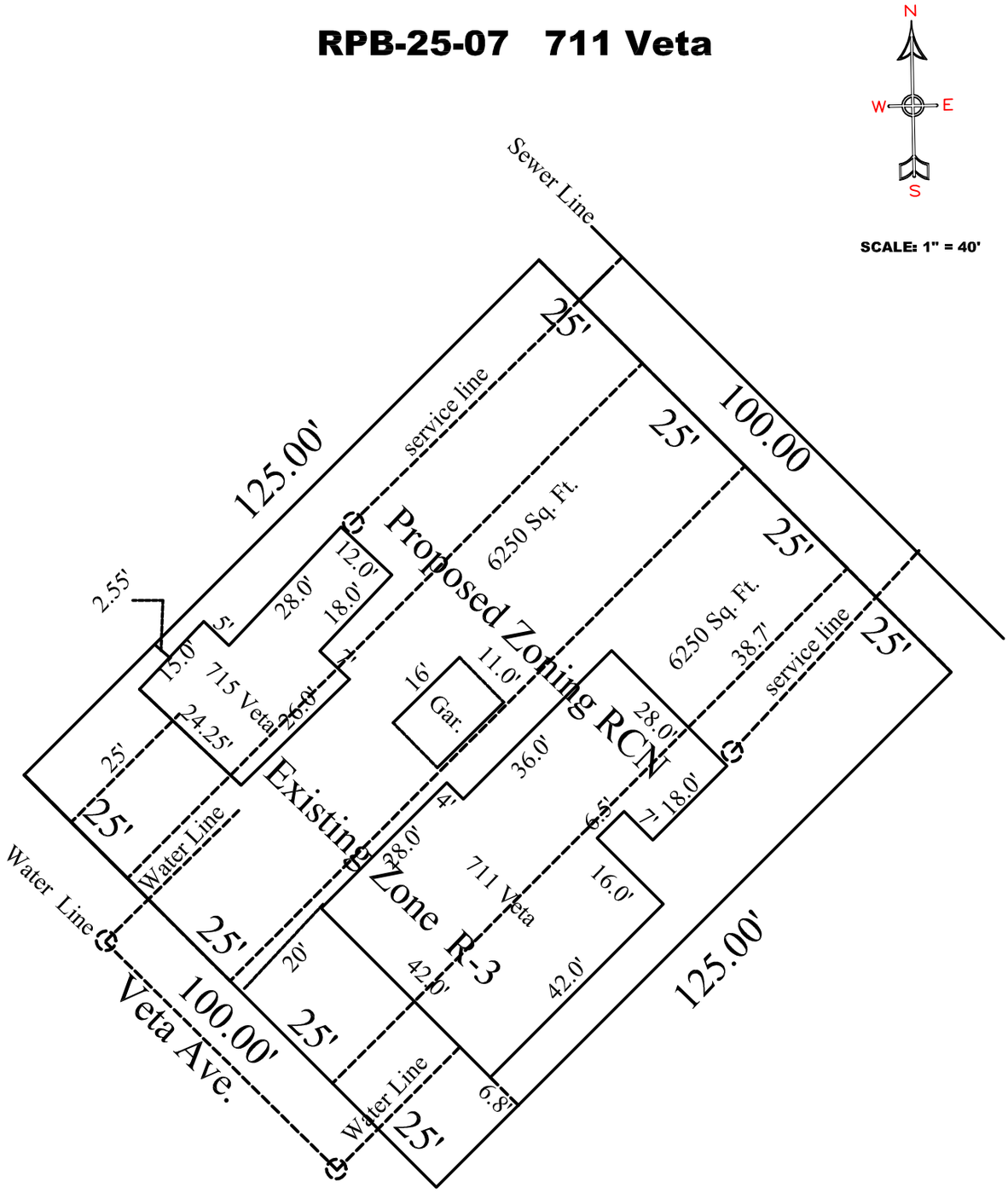
D. 711 Veta Ave.

D. 715 Veta Ave.

E. Rezoning Exhibit & F. Supporting Documents

REZONING EXHIBIT

RPB-25-07 711 Veta



AMELLA SURVEYING
501 N. Main St. LL103
Pueblo, Colorado
719-543-1974

June 23, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from the Daniel Fairchild for the recommendation of the following application, located at 711 and 715 Veta Ave.

Z-25-12: Rezone 711 and 715 Veta Ave., approximately 12,500 sq. ft. from R-3, One and Two-Family Residential, to RCN, Residential Charter Neighborhood to facilitate a Rearrangement of Property Boundaries.

The Planning and Zoning Commission meeting will be held on July 9th, 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

June 23, 2025

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom,** Principal Planner
(719) 553-2339

Owner	Street	City	State	Zip
JANOSKI DOLLIMAE H + JANOSKI ANTHONY J	1024 OXFORD ST #2	PUEBLO	CO	81005
WALL FAMILY TRUST	1160 S ELM ST	DENVER	CO	80246-3207
GOLENDA DAVID B/GOLENDA JEANNETTE	13 GLENDORA CT	PUEBLO	CO	81005-3904
VERNA BRET A	16 PENNWOOD LN	PUEBLO	CO	81005-1816
SIM SU K	16165 POLE PINE PT	COLORADO	CO	80908-1667
JONES JAMES E/DAGGETT GEORGETTE D	1700 ANDREA AVE	CARLSBAD	CA	92008-2622
FARMER ELIZABETH	2047 S WASHINGTON ST	DENVER	CO	80210-4046
M A K REALTY INVESETMENT LLC	2208 THATCHER AVE	PUEBLO	CO	81004-1324
SANCHEZ AMY L	2311 THATCHER AVE	PUEBLO	CO	81004-1325
RAMIREZ JOSE I/RAMIREZ ALBA B	2315 THATCHER AVE	PUEBLO	CO	81004-1325
HIBBITTS CHRISTOPHER T	24860 TERRY CT	PUEBLO	CO	81006-2040
EAGLES WINGS GROUP LLC	24951 EVERETT RD	PUEBLO	CO	81006-2064
ARNOLD WILLIAM H JR + ARNOLD WENDIE LEE ,	400 SUNSET LN	PUEBLO	CO	81005-1141
DEPARTMENT OF TRANSPORTATION STATE	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
PACHECO JERRY	4216 SENTINEL PL	PUEBLO	CO	81008-1877
CURTIS DANIEL HEBER	507 BROWN AVE	PUEBLO	CO	81004-1341
NUZZO ALEX JR / NUZZO BRIANA	627 VETA AVE	PUEBLO	CO	81004-1353
GALLEGOS BRANDON + GRANILLO DE'ONJRA	707 VETA AVE	PUEBLO	CO	81004-1355
SHIGETA KENNETH Y	710 W ADAMS AVE	PUEBLO	CO	81004-1438
FAIRCHILD PHYLLIS	711 VETA AVE	PUEBLO	CO	81004-1355
JOHNSON NANCY V	726 VETA AVE	PUEBLO	CO	81004-1300
HURT RONALD BLAKE / HURT CHERYL FAY	726 W ADAMS AVE	PUEBLO	CO	81004-1438
GONZALEZ YESENIA	732 W ADAMS AVE	PUEBLO	CO	81004-1438
JOHNSON NANCY V	732 VETA AVE	PUEBLO	CO	81004-1356
BRAVO NANCI V	733 VETA AVE	PUEBLO	CO	81004-1355
MARTIN ARTHUR F / MARTIN ELIZABETH	7668 ELKHARDT RD	NORTH CHI	VA	23235-5306
POSADA INC	827 E 4TH ST	PUEBLO	CO	81001-3928
MEIER LARRY E	829 W PITKIN AVE	PUEBLO	CO	81004-1553

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom
Principal Planner

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCEL 1504425007 LOCATED BETWEEN REGENCY BOULEVARD AND PUEBLO BOULEVARD WAY FROM B-2, SUBREGIONAL BUSINESS ZONE DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone .76-acres of land known as parcel 1504425007 from B-2, Subregional Business Zone District to R-5, Multiple Residential and Office Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is a 0.76-acre undeveloped parcel in the Regency Park Business Center subdivision. The Pueblo County Assessor's records show that the parcel was owned by the Pueblo Teachers' Credit Union from 1987-2016 and Sangre De Cristo Hospice Care from 2016-2023, but the land has never been built on. The applicant's tentative site plan shows 8 "cottages," or detached, single-family homes, with a 16-space parking lot in the middle. The property has frontage on both Regency Blvd, classified as a collector-level street, and Pueblo Blvd Way, classified as a local-level street, and the applicant plans to create driveway accesses on both streets. The Comprehensive Future Land Use designation of the property is Commercial Mixed-Use, which calls for large-scale commercial and retail primary uses, with high-density housing as a supporting use. The parcel is currently zoned Subregional Business (B-2) District, restricting the property to very limited commercial uses (see attached zone district info sheets). The proposed R-5 district would also still limit the allowable largescale commercial opportunities, but it would open the site for high-density

residential development, which is an explicit supporting use in the Commercial Mixed-Use designation and thus aligns with the Comprehensive Plan. High-density housing is described in the Comprehensive Plan as 6-16+ dwelling units per acre. The proposed density of this project is 10.50 units per acre. Commercial landscaping standards would be required for this project since more than one single-family residence would be placed on the parcel. Specifically, a 10-ft landscaping buffer along both Regency Boulevard and Pueblo Boulevard Way rights-of-way, as well as landscaping in the parking lot islands would be required. The standards for the R-5 district also require that at least 20% of the parcel be landscaped open space. Additionally, each dwelling unit is required to have one on-site paved parking space, and the proposed site plan provides 16 spaces, double the amount required. Planning staff will review these items as well as apply the single-family residential design placement standards to this project when a building permit is requested. Because the proposed “cottages” development type is made up of detached, single-family units with no shared walls, the municipal code would classify the project as high-density single-family rather than multifamily. The municipal code allows multiple single-family residences to be constructed on a single lot, provided that each unit meets all yard and other requirements as if they were each on individual lots (Section 17-4-24). The R-5 Zone District requires 3,000 square feet of lot area per dwelling unit, a 25-foot front yard setback, 5-foot side yard setbacks, and 15-foot rear yard setbacks. The subject lot is 33,105.6 sq. ft., which provides approximately 4,138.12 sq. ft. per dwelling unit. The units that sit adjacent to Pueblo Blvd. Way and Regency Boulevard will have a 25-foot front setback, and the minimum proposed side setbacks adjacent to the north and south property lines are more than 8 feet. Should the cottages ever be re-subdivided into individuals lots, a special area plan would be required to reduce the setbacks on the interior portion of the development and designate common parking for each of the dwelling units. Essentially, because the project meets the requirement that each unit could feasibly exist on its own lot, the general proposed layout could be permitted as presented in an R-5 district should this rezoning be approved.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their July 9, 2025, Regular Meeting, voted 6-1 to recommend approval. Commissioner Avalos dissenting.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-25-14 Attachments

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCEL 1504425007 LOCATED BETWEEN REGENCY BOULEVARD AND PUEBLO BOULEVARD WAY FROM B-2, SUBREGIONAL BUSINESS ZONE DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-2, Subregional Business Zone District to R-5, Multiple Residential and Office Zone District:

LOT 2 BLK 104 REGENCY PARK BUSINESS CENTER FORMERLY #15-044-25-006

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

0 20 40
SCALE: 1" = 20'

ADDRESS:
1215 PUEBLO BLVD. WAY
PUEBLO, CO 81005

ZONING:

CURRENT ZONE DISTRICT: B-2
PROPOSED ZONE DISTRICT: R-5

LOT 2 BLK 104 REGENCY PARK BUSINESS CENTER

TAX SCHEDULE:

PARCEL #1504425007

LOT SIZE:

0.75 ± ACRES

LOT 2 BLK 104 REGENCY PARK BUSINESS CENTER
FORMERLY #15-044-25-006

REVISIONS		
#	Date	Comment
1	--	--

Gagliano Engineering, Inc. - (719) 547-7073
MAIL: P.O. Box 2520, Pueblo, CO 81004
OFFICE: 1740 Eagleridge Blvd. Suite #150, Pueblo, CO 81008

SKY CREEK HOMES, LTD

CONCEPTUAL SITE PLAN

1215 PUEBLO BLVD. WAY
PUEBLO, CO 81005

PROJECT NO.: **2024-064**
DRAWN BY: jvg
CHECKED BY: jvg
SCALE: as shown
DRAWING NO.: 2024064Site.dwg
DATE: 04/08/25
SHEET NO.: **C-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

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, July 9, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

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

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

Commissioners Absent: None

Staff Members Present: Laura Portis, Assistant City Attorney, Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, Cindy Capritta, Land Use Tech.

Staff Members Absent:

Approval of the Agenda: Bailey moved to approve the agenda, seconded by Boston.

Motion Passed: 7-0

Public Hearing:

3. Z-25-14 Rezone: A rezoning of approx. 0.75 acres of land known as parcel #1504425007 located between Regency Blvd and Pueblo Blvd Way from Sub-Regional Business (B-2) Zone District to Multiple-Residential and Office (R-5) Zone District. Staff Report by Mikaylin Hackley, Planner.

Hearing: Applicant Brian Robinson was sworn in and spoke in support on the application. Being sworn in and speaking in opposition were Leslie Shepard, John Rivas Jr. and Pataricia Rivas.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, seconded by Boston.

Motion Passed: 6-1 (Avalos)

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Brett Boston
City Council Representative

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

Z-25-14

July 9, 2025

TO:	City of Pueblo Planning and Zoning Commission
FROM:	Mikaylin Hackley, Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
SUBJECT:	Parcel 1504425007 Rezoning Request
APPLICANT:	Brian Robinson, Sky Creek Homes, Ltd.
PROPERTY OWNER:	Brian Robinson, Sky Creek Homes, Ltd.
LOCATION:	Located between Regency Blvd and Pueblo Blvd Way
CONCURRENT REQUESTS:	None

REQUEST:
Rezoning of 0.76 acres of land known as parcel 1504425007 from Subregional Business (B-2) Zone District to Multiple Residential and Office (R-5) Zone District.

BACKGROUND AND ANALYSIS:

The subject property is a 0.76-acre undeveloped parcel in the Regency Park Business Center subdivision. The Pueblo County Assessor's records show that the parcel was owned by the Pueblo Teachers' Credit Union from 1987-2016 and Sangre De Cristo Hospice Care from 2016-2023, but the land has never been built on. The applicant's tentative site plan shows 8 "cottages," or detached, single-family homes, with a 16-space parking lot in the middle. The property has frontage on both Regency Blvd, classified as a collector-level street, and Pueblo Blvd Way, classified as a local-level street, and the applicant plans to create driveway accesses on both streets.

The Comprehensive Future Land Use designation of the property is Commercial Mixed-Use, which calls for large-scale commercial and retail primary uses, with high-density housing as a supporting use. The parcel is currently zoned Subregional Business (B-2) District, restricting the property to very limited commercial uses (see attached zone district info sheets). The proposed R-5 district would also still limit the allowable large-scale commercial opportunities, but it would open up the site for high-density residential development, which is an explicit supporting use in the Commercial Mixed-Use designation and thus aligns with the Comprehensive Plan.

High-density housing is described in the Comprehensive Plan as 6-16+ dwelling units per acre. The proposed density of this project is 10.50 units per acre. Commercial landscaping standards would be required for this project since more than one single-family residence would be placed on the parcel. Specifically, a 10-ft landscaping buffer along both rights-of-way as well as landscaping in the parking lot islands would be required. The standards for the R-5 district also requires that at least 20% of the parcel be landscaped open space. Additionally, each dwelling unit is required to have one on-site paved parking space, and the proposed

site plan provides 16 spaces, double the amount required. Planning staff will review these items as well as apply single-family residential design placement standards to this project when a building permit is requested.

Because the proposed "cottages" development type is made up of detached, single-family units with no shared walls, the municipal code would classify the project as high-density single-family rather than multifamily. The municipal code allows multiple single-family residences to be constructed on a single lot, provided that each unit meets all yard and other requirements as if they were each on individual lots (Section 17-4-24). The R-5 Zone District requires 3,000 square feet of lot area per dwelling unit, a 25-foot front yard setback, 5-foot side yard setbacks, and 15-foot rear yard setbacks. The subject lot is 33,105.6 sq. ft., which provides approximately 4,138.12 sq. ft. per dwelling unit. The units that sit adjacent to Pueblo Blvd. Way and Regency Blvd. will have a 25-foot front setback, and the minimum proposed side setbacks adjacent to the north and south property lines are more than 8-feet. Should the cottages ever be re-subdivided into individuals lots, a special area plan would be required to reduce the setbacks on the interior portion of the development and designate common parking for each of the dwelling units. Essentially, because the project meets the requirement that each unit could feasibly exist on its own lot, the general proposed layout could be permitted as presented in an R-5 district should this rezoning be approved.

SITE CHARACTER AND COMPATIBILITY

Site Character:

Neighborhood Compatibility:

North: Subregional Business (B-2) Zone District,
Developed with office space

East: Subregional Business (B-2) Zone District,
Developed with PB&T Bank and medical offices

South: Subregional Business (B-2) Zone District,
Developed with Sun West Credit Union

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 Commercial Mixed-Use. The Commercial Mixed-Use classification calls for primary land uses of large-format retail, services, offices, and entertainment and secondary land uses of multi-family residential and other supporting 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 **The proposed rezoning furthers the goals of the Comprehensive Plan as higher-density residential uses are an appropriate supporting use in the Commercial Mixed-Use land designation.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

❑ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

❑ Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

❑ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest.

❑ Comments **The application contains the required information.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

❑ Comments **The application contains the required information.**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

❑ Comments **The application contains the required information.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

❑ Comments **The application contains the required information.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

❑ Comments **The application contains the required information.**

A statement of the proposed time schedule for beginning and completion of development.

❑ Comments **The application contains the required information.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

❑ Comments **The application contains the required information.**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(a)(8) OF THE PMC:

R-5 Zone District Standards:

Purpose. The standards of this district (R-5) are designed to retain and provide areas of high-density multifamily dwelling unit structures with limited commingling of professional offices and studios.

RECOMMENDED ACTION:

If the Planning and Zoning Commission makes the necessary findings of fact, a recommendation to City Council for approval of the rezone request is appropriate.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works — No comment
- City Transportation — No comment
- City Law Department — No comment
- Pueblo Regional Building Department — No comment
- City Fire Department — No comment
- City Wastewater — No comment
- City Stormwater — No comment
- City Parks and Recreation Department — No comment

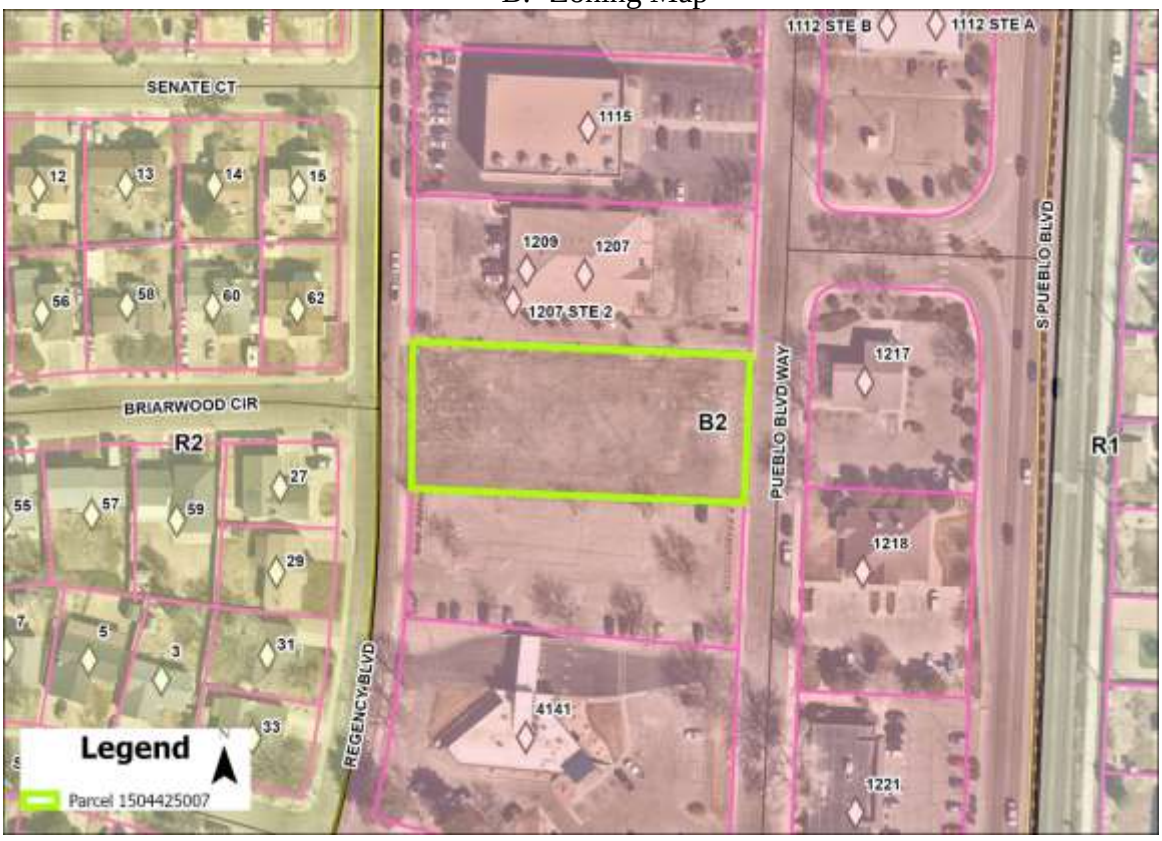
- Xcel Energy — No comment
- Black Hills Energy — No comment
- CDOT — No comment

ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Rezoning Exhibit

A. Aerial Map

B. Zoning Map



C. Comprehensive Plan Map

D. Public Notice Photo

E. Rezoning Exhibit & Supporting Documents

0 20 40
SCALE: 1" = 20'

ADDRESS:
1215 PUEBLO BLVD. WAY
PUEBLO, CO 81005

ZONING:

CURRENT ZONE DISTRICT: B-2
PROPOSED ZONE DISTRICT: R-5

LOT 2 BLK 104 REGENCY PARK BUSINESS CENTER

TAX SCHEDULE:

PARCEL #1504425007

LOT SIZE:

0.75 ± ACRES

LOT 2 BLK 104 REGENCY PARK BUSINESS CENTER
FORMERLY #15-044-25-006

REVISIONS		
#	Date	Comment
1	--	--

Gagliano Engineering, Inc. - (719) 547-7073
MAIL: P.O. Box 2520, Pueblo, CO 81004
OFFICE: 1740 Eagleridge Blvd. Suite #150, Pueblo, CO 81008

SKY CREEK HOMES, LTD

CONCEPTUAL SITE PLAN

1215 PUEBLO BLVD. WAY
PUEBLO, CO 81005

PROJECT NO.: **2024-064**
DRAWN BY: jvg
CHECKED BY: jvg
SCALE: as shown
DRAWING NO.: 2024064Site.dwg
DATE: 04/08/25
SHEET NO.: **C-0**

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Zone District: B-2 (Subregional Business District)

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.

Setbacks: Front: 25' Side: 5'* Rear: 15'*
* Does not apply on the portion of the parcel adjacent to another parcel also in a business or Industrial zone. It does apply when the portion of the parcel is adjacent to a residential or special zone (streets and alleys not considered.).

Coverage:	50%
Max. Height:	35'
Minimum Lot Width:	50'
Minimum Lot Size:	5,000 Square Feet

Performance standards: § 17-4-5(1). Schedule of District Regulations (Part IV, Nonresidential).

Outdoor Lighting: § 17-4-52 Outdoor Lighting Performance Standards.

Off Street Parking: § 17-4-43 Off-street parking non-residential.

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory commissary
2. Accessory community garden
3. Accessory dwelling unit, established
4. Art gallery
5. Beauty salon or barbershop
6. Butcher shop
7. Car wash
8. Catering service
9. Instructional studio
10. Laundromat
11. Massage establishment
12. Office, general
13. Office, medical
14. Office, professional
15. Pet shop
16. Photography studio
17. Public utilities
18. Residence, established
19. Retail sales, general

Uses by review.

1. Accessory drive-thru
2. Accessory emergency generator
3. Accessory heliport, emergency medical
4. Adult day service center
5. Ambulance service
6. Auditorium
7. Automobile dealership
8. Automobile rental
9. Banquet hall
10. Bar, tavern
11. Bed and breakfast home
12. Bed and breakfast inn
13. Blood bank or donor station
14. Body art studio
15. Bowling alley
16. Brewpub
17. Broadcasting studio
18. Charitable institution
19. Child care center
20. Civic club
21. Commercial, established
22. Community center
23. Contractor's shop
24. Dog care facility
25. Farmers market
26. Financial drive-up facility
27. Financial institution
28. Funeral home
29. Gas station
30. General service
31. Health club
32. Hospice care facility
33. Hospital
34. Hotel (Motel)
35. Kennel (cattery)
36. Laundry service
37. Library
38. Mortuary
39. Museum
40. Parking lot
41. Parking structure
42. Parks, trails and open space
43. Pawnshop
44. Payday loan agency
45. Precious metal purchaser
46. Print shop
47. Recreation facilities, indoor
48. Recreational vehicle, sales and service
49. Religious institution
50. Rental shop, equipment
51. Repair shop, durable goods
52. Residence, one-family
53. Residence, two-family (duplex)
54. Retail sales, auto parts
55. Retail sales, big box
56. Retail sales, building materials
57. Retail sales, liquor store
58. Retail sales, tires
59. School, college or university
60. School, general
61. School, preschool
62. School, trade
63. Shooting range
64. Smoking lounge
65. Temporary farmers market
66. Temporary mobile auto repair
67. Theater, general
68. Theater, multiplex
69. Truck stop
70. Urgent care facility
71. Veterinary clinic
72. Wedding facility

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Automobile repair, lube shop
7. Automobile repair, paintless dent repair
8. Bakery, retail
9. Community garden
10. Development in floodplain
11. Home based business
12. Live-work unit
13. Mobile food vendor
14. Pharmacy
15. Rental shop, general
16. Repair shop, consumer items
17. Restaurant
18. Restaurant, carry-out
19. Retail sales, garden center
20. Temporary construction yard

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Zone District: R-5 (Multiple-residential and Office District)

Purpose. The standards of this district (R-5) are designed to retain and provide areas of high density multifamily dwelling unit structures with limited commingling of professional offices and studios.

Setbacks:	Front	25’	Side	5’	Rear	15’
Coverage:	50%					
Floor Area Ratio	2	Floor Area / Land Area				
Max. Height	Unlimited	(See Section 17-4-6 for additional setbacks required for structures over 35’ in height)				
Minimum Lot Width:	50’					
Minimum Lot Size:	3,000 Square Feet (*1)					

(*1) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling unit.

(*1) Six (6) or more family dwelling unit structures and other permitted uses shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) of the parcel in landscaped open space; if over four (4) habitable stories, shall provide at least fifty percent (50%) of the parcel in landscaped open space. Up to one-half (1/2) of the required open space may be in the form of balconies of at least four (4) feet wide on roofs developed and maintained as garden or recreation areas, but in no case shall space provided for off-street parking, loading or road access ways be counted as open space; and provided that the other permitted uses shall provide a parcel of land at least five thousand (5,000) square feet.

Single Family Homes:	§ 17-4-11 Single family home placement standards
Performance standards:	§ 17-4-4(b)
Outdoor Lighting	§ 17-4-52 Outdoor Lighting Performance Standards.
Off Street Parking	§ 17-4-43 Off-street parking non-residential.
Landscape:	Required. § 17-4-7
Public Sidewalks:	§ 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory community garden
2. Accessory dwelling unit, established
3. Accessory heliport, emergency medical
4. Art gallery
5. Assisted living facility
6. Beauty salon or barbershop
7. Bed and breakfast home
8. Bed and breakfast inn
9. Boarding-house
10. Child care center
11. Civic club
12. Home, Children
13. Home, Disabled
14. Home, elderly
15. Hospital
16. Manufactured home, one-family
17. Mixed Use
18. Museum
19. Office, general
20. Office, medical
21. Office, professional
22. Parking lot
23. Photography studio
24. Religious institution
25. Residence, condominium
26. Residence, multifamily
27. Residence, one-family
28. Residence, townhouse
29. Residence, two-family (duplex)
30. Urgent care facility
31. Wedding facility

Uses by review.

1. Accessory commissary
2. Accessory drive-thru
3. Accessory emergency generator
4. Accessory pigeon and dove keeping
5. Adult day service center
6. Broadcasting studio
7. Catering service
8. Charitable institution
9. Commercial, established
10. Community center
11. Crematory
12. Financial institution
13. Funeral home
14. General service
15. Group care facility
16. Halfway house
17. Heliport, emergency medical
18. Hospice care facility
19. Instructional studio
20. Massage establishment
21. Mortuary
22. Nursing home
23. Parks, trails and open space
24. Public utilities
25. Recreation facilities, indoor
26. Restaurant
27. Restaurant, carry-out
28. School, trade
29. Student Housing
30. Theater, general

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Child care home
7. Community garden
8. Development in floodplain
9. Home based business
10. Legal non-conforming uses
11. Live-work unit
12. Temporary construction yard
13. Mobile food vendor
14. Temporary model home (sales office)

city of PUEBLO colorado

Planning & Community Development

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Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Brian Robinson	
Company: Sky Creek Homes, Ltd.	
Address: 215 S Purcell Blvd., Pueblo West, CO	Zip: 81007
Phone: ( ) 719.251.0997	Email: brian@skycreekhomes.com
Applicant	
Name: same as above	
Company:	
Address:	Zip:
Phone: ( )	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
*The **applicant** will be the primary contact unless otherwise noted.*	
Project Location: tbd Pueblo Blvd Way. Between Sunwest Credit Union and Fidelity National Title (address or general description)	
Parcel# 1504425007	
Legal Description: Lot 2 Blk 104 Regency Park Business Center	
Subdivision: Regency Park Business Center	Acreage: 0.75
Existing Zone District: B-2	**Proposed Zone District:** R-5

7-29-20

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify):_____

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

Site is an infill lot that has existed undeveloped for decades. If there were a strong demand for current zoning would have developed by now. We feel being sandwiched between residential and commercial provides opportunity for multi-family development.

Description of area surrounding proposed development:

Residential on west side. Office and banking on all other sides.

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.

Will create a multifamily development of 8 detached cottages comprising 4 one bedroom and 4 two bedroom units. Believe development will not materially effect environment and traffic when compared to development under existing zoning. Economic effect will be providing 8 more apartments located on a side of town that does not experience as much multi-family development.

☑ 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: Winter 2025

Estimated date for completion of project: Summer 2026

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

We are an established residential builder and developer in the City with a proven track record.

☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

Zoning Compliance (Completed by City Staff)	
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐Approved w/conditions	

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner		
Print Name:	Brian Robinson, Sky Creek Homes, Ltd.	
Signature:		Date: 5-12-2025
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

June 24, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Brian Robinson for the approval of the following application:

Z-25-14 Rezone: A rezoning of approx. 0.75 acres of land known as parcel #1504425007 located between Regency Blvd and Pueblo Blvd Way from Sub-Regional Business (B-2) Zone District to Multiple-Residential and Office (R-5) Zone District.

The Planning and Zoning Commission meeting will be held on **July 9, 2025, at 3:30 p.m.** in City Council Chambers at 1 City Hall Place. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually** (Zoom info available at www.pueblo.us/PandZ).

You are welcome to attend this public hearing and express your viewpoint concerning this proposal. If you cannot attend in-person, written testimony can be accepted up to 48 hours before the hearing date. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions**.

Scott Hobson, Acting Director of Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

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Scott Hobson, Acting Director of Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: Z-25-14

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 1504425007 Pueblo Blvd. Way to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

June 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 1504425007 Pueblo Blvd. Way. upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

June 24, 2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

Owner	Street	City	State	Zip
ARMENTA CARLOS D	60 BRIARWOOD CIR	PUEBLO	CO	81005-1801
ASSISTANCE LEAGUE OF PUEBLO INC	1112 PUEBLO BLVD WAY	PUEBLO	CO	81005-2198
BEDNAR PATRICIA J/BEDNAR GEORGIE L	14 SENATE CT	PUEBLO	CO	81005-1805
BOSLEY ANTHONY A/BOSLEY RENEE D	5 SOVEREIGN CIR	PUEBLO	CO	81005-1825
C C K T LLC	4313 SENTINEL PL	PUEBLO	CO	81008-1874
CASAREZ PHILLIP JAMES / CASAREZ KIT	27 REGENCY BLVD	PUEBLO	CO	81005-1819
CORDOVA LOUIS L/CORDOVA NOREEN J	1 SENATE CT	PUEBLO	CO	81005-1805
FRANKLIN YORELL L	13 SENATE CT	PUEBLO	CO	81005-1805
GRANICKIN LLC + C/O KIM PROPERTIES INC	185 NW SPANISH RIVER BLVD STE 100	BOCA RATON	FL	33431-4230
JIMSOCORENTALS LLC	4289 N ELIZABETH ST	PUEBLO	CO	81008-2001
LEFEBRE JOHN P/LEFEBRE AMBER L	12 SENATE CT	PUEBLO	CO	81005-1805
MACALUSO TOM / MACALUSO ARLENE	55 BRIARWOOD CIR	PUEBLO	CO	81005-1884
MONTOYA TERESA A/MONTOYA DAVID A	57 BRIARWOOD CIR	PUEBLO	CO	81005-1884
OPENSHAW GORDON L/STIMMEL TRINA D	7 SOVEREIGN CIR	PUEBLO	CO	81005-1825
ORTIZ LAWRENCE/ORTIZ ANITA G	33 LA HABRE DR	PUEBLO	CO	81005-3973
PANKEY JESSICA	59 BRIARWOOD CIR	PUEBLO	CO	81005-1884
PUEBLO BANK AND TRUST CO	PO BOX 639	PUEBLO	CO	81002-0639
PUEBLO EAR NOSE AND THROAT PROPERTI	140 E SADDLEWOOD DR	PUEBLO WEST	CO	81007-5035
R C K PROPERTY 1 LLC	1620 LYNWOOD LN	PUEBLO	CO	81005-2243
REGENCY PARK PROFESSIONAL GROUP LLC	1111 PUEBLO BLVD WAY STE 140	PUEBLO	CO	81005-1687
RIVAS JOHN JR/RIVAS PATRICIA	29 REGENCY BLVD	PUEBLO	CO	81005-1819
SANCHEZ LORENCITA/SANCHEZ RONALD/ + SANCHEZ GARY T/SANCHEZ JOSE M	3 SOVEREIGN CIR	PUEBLO	CO	81005-1825
SHALLBETTER KAREN L	31 REGENCY BLVD	PUEBLO	CO	81005-1819
SKY CREEK HOMES, LTD	215 S PURCELL BLVD	PUEBLO WEST	CO	81007-5083
SUNWEST EDUCATIONAL CU	4141 SOVEREIGN CIR	PUEBLO	CO	81005-1876
TORRES CARLOS E / TORRES KEVIN E	15 SENATE CT	PUEBLO	CO	81005-1805
TROUTT RICK/TROUTT JOY FAMILY	1790 ROSEVALE CT	PUEBLO	CO	81006-1742
VALDEZ JESSICA M	56 BRIARWOOD CIR	PUEBLO	CO	81005-1801
VENTURE CAPITAL HOLDINGS TRUST LLC	1834 VINEWOOD LN STE	PUEBLO	CO	81005-2559
WOODS DARRELL/WOODS REBEKAH S	58 BRIARWOOD CIR	PUEBLO	CO	81005-1801

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2025 REGULAR MUNICIPAL ELECTION

SUMMARY:

This Ordinance approves an Intergovernmental Agreement with Pueblo County to perform the functions required in the Administration of the November 4, 2025 General Municipal Election to be conducted as a Coordinated Election and Mail Ballot Election.

PREVIOUS COUNCIL ACTION:

On July 28, 2025 City Council approved an Ordinance directing that the November 4, 2025 Regular Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

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:

The City is a home-rule city charged with the responsibility of providing for and governing the conduct of all its municipal elections pursuant to Articles 2, 3, 17, 18 and 19 of its Charter and Article XX of the Colorado Constitution. Section 1-7-116 C.R.S. requires entry into and performance of an intergovernmental agreement where political subdivisions and the County Clerk and Recorder cooperate in the conduct and financing of the election. The IGA outlines the allocation of the responsibilities between

the City and the County in the conduct of the election.

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 cost is estimated to be between $90,000 and $95,000. Funding for the costs associated with conducting the Regular Municipal Election have been allocated in the City Clerk's 2025 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

It has been determined by the Board of Elections, that it is in the best interest of the City and its residents to participate in and conduct its election as a coordinated election and mail ballot election in accordance with the procedures and requirement of the Uniform Election Code of 1992, except to the extend same conflict with a specific provision of the City Charter.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None. Per Section 17-2 of the City Charter general municipal elections shall be held on the First Tuesday in November. It is more cost effective for the City to participate in a Coordinated Election than for the City to independently conduct its own election.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 2025 Fall Election IGA - City of Pueblo

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2025 REGULAR MUNICIPAL ELECTION

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

SECTION 1.

The Intergovernmental Agreement for election services between the City of Pueblo, a Colorado Municipal Corporation and the County of Pueblo, a Political Subdivision of the State of Colorado, 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 Intergovernmental Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____, 2025, between Pueblo County, a political subdivision of the State of Colorado, on behalf of the Clerk and Recorder of Pueblo County, hereinafter referred to as the "County Clerk," and the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to as "City."

WITNESSED:

WHEREAS, the City is a home-rule city charged with the responsibility of providing for and governing the conduct of all of its municipal elections pursuant to Articles 2, 3, 17, 18, and 19 of its Charter and Article XX of the Colorado Constitution; and

WHEREAS, the County Clerk has the facilities to perform the functions required in the administration of those elections and is authorized to conduct elections as provided by law; and

WHEREAS, Colorado Constitution Article XIV, Section 18(2)(a), and C.R.S. § 29-1-203, as amended, authorize the County Clerk and the City to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, by Ordinance, the City has determined that it is in the best interests of the City and its residents to participate in and conduct its election to be held on November 4, 2025, as a “coordinated election” and “mail ballot election” in accordance with the procedures and requirements of the Uniform Election Code of 1992 and related rules and regulations promulgated by the Colorado Secretary of State (collectively, "the Code"), except to the extent the Code conflicts with a specific provision of the Charter; and

WHEREAS, C.R.S. § 1-7-116, requires entry into and performance of intergovernmental agreements where political subdivisions and the county clerk and recorder cooperate in the conduct and financing of the election and provide for reasonable sharing of costs; and

WHEREAS, the Constitution of Colorado, Article X, Section 20 and the Code, require the production of a mailed Notice ("TABOR Notice") concerning certain ballot issues that may be submitted to the electors of the City; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be County-wide coordination of the production and mailing of the TABOR Notice Package to effectuate the purposes of said constitutional section; and

WHEREAS, the County Clerk and Recorder of Pueblo County and the City desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package for elections conducted pursuant to this Intergovernmental Agreement; and

WHEREAS, the County Clerk and the City have determined that it is in the best interests of the County, the City, and their respective inhabitants and landowners to cooperate and contract concerning the coordinated election on November 4, 2025 upon the terms and conditions contained herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL MATTERS:

A. Purpose:

The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the City in the conduct and financing of the November 4, 2025 election.

B. Coordinated Election Official and Other Election Personnel:

Except as otherwise provided in this Section, the County Clerk shall act as the Coordinated Election Official for the conduct of the election for the City for all matters in the Code which require action by the Coordinated Election Official, except to the extent such action must be performed by the City Clerk or City's Board of Elections pursuant to Charter requirements and except as otherwise provided in this Agreement.

The City designates Marisa Stoller, City Clerk, as its "Designated Election Official" who, together with the City's Board of Elections, shall be the primary liaison between the City and the County Clerk and who shall have the primary responsibility for the conduct of the election procedures to be handled by the City hereunder and who shall cooperate with the County Clerk in the conduct of the election.

C. The County Clerk shall conduct the coordinated election on November 4, 2025 in conformity with the Code. The City shall provide explicit written instruction to County Clerk regarding any action City determines the County Clerk must perform that is required by the City Charter and which conflicts with the Code. With respect to the November 4, 2025 election, the Parties have communicated in advance of this Agreement and have determined that no deviations from the Code are currently being requested.

D. The parties acknowledge that for the purposes of the coordinated election on November 4, 2025, regardless of any registration requirements in the City Charter or City Code, the County Clerk will decide who is eligible to receive ballots pursuant to C.R.S. § 1-2-101.

E. The parties acknowledge that all interpretations of the City Charter and City Code shall be and remain the sole responsibility of, and are to be exclusively handled by, the City.

II. DUTIES OF THE COUNTY CLERK:

The County Clerk shall perform the following duties for the City in connection with the conduct of the coordinated election to the extent required:

A. Determine the "least cost" method for mailing the TABOR Notice Package.

B. Combine the text of the TABOR Notice produced by the City, if any, with those of other jurisdictions to produce the TABOR Notice Package. The County Clerk may determine the order of the TABOR Notice submitted by the City and those of other jurisdictions to be included in the TABOR Notice Package, provided, however, that the materials supplied by the City shall be kept together as a group and in the order supplied by the City, unless as otherwise required by the Code.

C. Address the TABOR Notice package to "all registered voters" at each address of one or more active registered electors of the City. Nothing herein shall preclude the County Clerk from sending the TABOR Notice or Notice Package to persons other than electors of the City if such sending arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".

D. Mail the TABOR Notice Package, as required by the Code.

E. Provide the final layout of the mail ballots and official ballots to the City in order to permit the City to review, proofread, and approve before the County Clerk authorizes the printing of the ballots. Within twenty-four (24) hours of receipt of ballots from County Clerk, the City shall return the ballots following review, proofreading and approval.

F. Arrange for the printing, and have printed, all mail ballots and official ballots. In consultation with the Designated Election Official, the County Clerk will order the number of ballots reasonably expected to be required to be printed for each Voter Service Poling Center (“VSPC”).

G. Mail to all active registered electors eligible to vote in the City’s November 4, 2025 coordinated election at the last mailing address appearing in the County Clerk’s records, a mail ballot packet, as required by law.

H. Appoint, train, pay and as required by law, provide written materials to a sufficient number of qualified election judges to adequately serve the number of electors anticipated to vote in the coordinated election. The election judges for the City election may be the same persons as are employed for elections held by other jurisdictions on the same day and at the same VSPC(s).

I. Conduct such formal training sessions for the election judges as deemed reasonably necessary by the County Clerk.

J. Perform all services necessary for mail ballot in the City's coordinated election, including preparing of mail ballots and mail ballot voter materials, and receiving and processing of applications for mail ballots, mailing mail ballot materials, receipt of mail ballot materials, checking voter qualifications, and preparation for counting, opening, and conduct of the VSPC(s).

K. Oversee the performance of the election judges with respect to their posting duties of required sample ballot, instruction cards, precinct maps, and other interior VSPC(s) postings as may be required by law.

L. Certify the results of the City's election within the time required by law and forthwith provide the City with a copy of all election statements and certificates which are to be created under the Code and provide City with election abstracts and official certifications in such number as the City may reasonably require.

M. Store all voted ballots for a minimum of twenty-five (25) months and all signature cards of electors who cast ballots at the election for a minimum of twenty-five (25) months, and all other materials required by law to be saved for twenty-five (25) months. If necessary, in connection with or to resolve any challenge, suit, or other legal question that might arise regarding the election, the City requires access to stored ballots, the County Clerk shall cooperate with the City to provide appropriate access to the same.

N. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.

O. Conduct a recount of any contest where the final ballot tabulation mandates a recount under C.R.S. § 1-10.5-101 or if requested by an interested party C.R.S. § 1-10.5-106.

III. ELECTION COSTS:

A. County Clerk shall keep a careful, accurate, and contemporaneous accounting of time, supplies, and salaries chargeable to the City including:

1. Charging the City for that portion of staff time, including salary and benefits, directly attributable to conducting the coordinated election on behalf of the City and that portion of building rental, both for set-up and VSPC's and materials directly attributable to the City for the preparation and conduct of the coordinated election.

2. Charging the City for the cost of election and mail ballot judges, provided, however, that such cost shall be prorated by multiplying the number of judges and dividing the result by the number of jurisdictions utilizing each VSPC.

3. The cost of any recount(s) will be charged and prorated among each of the participating Public Entities involved in the recount.

B. Adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the above duties.

IV. DUTIES OF THE CITY:

In consideration of the foregoing, the City agrees to perform the following tasks and activities to the extent required:

A. Provide the County Clerk all TABOR Notices concerning City ballot issues in the manner required by the Code on or before September 22, 2025, by 4:30 p.m. Such TABOR Notice shall include:

1. The election date, hours, ballot title, text, and the City's local election office address and the City's election office telephone number.

2. For proposed City tax or bonded debt increases, the estimated or actual total of City fiscal year spending for the current year and each of the past four years and the overall percentage and dollar change.

3. For the first full fiscal year of each proposed City tax increase, City estimates of the maximum dollar amount of each increase and of district fiscal year spending without the increase.

4. For proposed City bonded debt, its principal amount and maximum annual and total district repayment cost and the principal balance of total current City bonded debt and its maximum annual and remaining total City repayment cost.

5. Two summaries, up to five hundred (500) words each, one for and one against any ballot proposal, of written comments filed with the Designated Election Official. The summary shall neither mention names of persons or private groups nor make any endorsements of or resolutions against the proposal. Petition representatives following these rules shall write this summary for their petition. The Designated Election Official shall maintain and accurately summarize all other relevant written comments.

6. Summarize written comments concerning ballot issues following receipt of such comments received from the Designated Election Official and the public as necessary for use in the TABOR Notice.

7. A completed TABOR Notice shall be provided to the County Clerk in Microsoft Word format. Regardless of the total number of pages, the

submission to the County Clerk shall be on one side of each page. This submission shall be in the form that shall be printed by the County Clerk and may not be changed by the City following submission to the County Clerk without special written dispensation from the County Clerk (such dispensation may be withheld for any or no reason) and shall be provided to the County Clerk on or before September 22, 2025.

B. Perform such acts as may be required by law or the City Charter, including circulation, approval, review, and all other activities, relating to any matter that may concern the City. The Designated Election Official shall interact with any City petition representatives, including but not limited to, working to ensure that the Designated Election Official receives the summary of written comments for their petition within the time required by law.

C. Certify the complete ballot content to the County Clerk, on or before September 5, 2025; review, proofread, and approve the final ballot and provide to the County in the same manner set forth, within the time required by law and provide the ballot content in hard copy and in Microsoft Word format.

D. Review, proofread and confirm the layout, format, and text of the official ballots within twenty-four (24) hours of receipt before the County Clerk authorizes the printing of the ballots.

E. Pay to the County Clerk the City's share of the actual cost of materials and services specified in items 1-10 of this Section, Paragraph E. upon receipt of the itemized statement for same. (The City agrees to compensate the County Clerk on a prorated basis for costs not solely related to the City's election, and to pay full cost of materials and services solely related to the City's election). The City represents that funds have been appropriated for this Election and are sufficient to compensate the County Clerk for the services described in this Agreement.

1. Actual costs of services, materials, and mileage associated with the conduct of the election. Actual costs include, but are not limited to, the costs of labor, printing, and materials itemized, identified, and consumed for the conduct of the City's election. The actual cost of labor includes the actual hourly wage, including overtime whether paid or provided as compensatory time, and all associated benefits paid to each staff member, which are directly attributable to conducting the coordinated election on behalf of City.
2. Actual costs for a complete alphabetical listing of electors, in electronic format.
3. Actual costs for alphabetical listing by precinct.
4. Actual costs for election preparation, set-up and tabulation and processing charge.
5. Actual costs of building rental for set-up activities and VSPC.

6. Actual costs for election and mail ballot judges.

7. Actual costs of preparation and publication of all notices required by the Election Code.

8. Actual cost of preparing and printing the ballots.

9. Actual costs for all mailings.

10. Any other cost or expense shall be as mutually agreed to between the City and the County Clerk. Such agreement shall be in writing and signed by both parties in compliance with Section VI., Paragraph B. herein.

F. Within the time frames established by C.R.S. § 1-10-201, the City shall appoint two (2) members to serve on the Canvass Board. Clerk and Recorder shall be a member of the Canvass Board, as well as two (2) appointees of any other political subdivision that is participating in the election.

G. Provide a current, accurate map with a legal description of the City and its boundaries. In addition, the City shall provide necessary GIS data to reflect its current boundaries.

H. The City and its Designated Election Official shall cooperate with the Coordinated Election Official in the conduct of all dates and responsibilities of the Coordinated Election Official in the conduct of the election.

I. The City shall notify County Clerk in writing regarding actions City requests County Clerk to undertake when provisions of the City Code or Charter conflict with the Uniform Election Code.

J. The City shall be solely liable in the event the conduct of the Election does not conform with the City Charter or City Code.

K. Property Owners Ballots. The Political Subdivision is responsible for certifying to the Clerk a list of all property owner ballots to be mailed and for providing mailing addresses for each such ballot. If an application is required to obtain a property owner ballot, all applications must be mailed to, and approved by, the Political Subdivision. If there is a TABOR Measure, the Clerk will mail a TABOR notice to each eligible household within Colorado. The voter list required by provisions of the Uniformed and Overseas Citizens Absentee Voting Act, P.L. 99-410, 52 U.S.C. § 3406, 18 U.S.C. §§ 608-609, (UOCAVA), and known as the UOCAVA list, must be certified to the Clerk no later than September 05, 2025, to meet the September 09, 2025, UOCAVA deadline and the full list must be certified and not later than September 05, 2025, to meet the Tabor Notice mailing deadline of September 05, 2025. You may provide printed mailing labels, or, if the Clerk prints the labels from a list, there will be a $0.05 per label charge. If any Voter believes they should have received a ballot, the Voter must contact the Designated Election Officer for verification of property ownership, the Designated Election Officer will then notify the Clerk to issue a ballot to the Voter.

L. ADA Compliance. The City will ensure access to City-maintained roads, sidewalks, and/or areas surrounding any Election Dropboxes and/or Voting Service Polling Centers which are located upon City-owned property, in compliance with all ADA requirements.

V. TERM/TERMINATION:

This Agreement is intended to apply to the November 4, 2025 election. The effective date of this Agreement is upon the signatures of the parties to this Agreement, except as to those activities mandated by statute, and shall automatically terminate on February 27, 2026, provided, however, that the County Clerk's record retention obligations provided in Section II., Paragraph M., shall survive termination.

VI. OTHER:

A. CANCELLATION OF ELECTION BY THE CITY:

In the event that the City, at some time after the effective date of this Agreement, resolves not to hold the election, then notice of such resolution shall be provided to the County Clerk immediately. The City shall promptly pay the County Clerk the full actual costs of the activities of the County Clerk, relating to the City's costs associated with the election, both before and after the County Clerk's receipt of such notice. The City shall publish notice, as defined in the Code, of such cancellation in at least two (2) newspapers of general circulation in Pueblo County. The County Clerk shall post notice of the cancellation in the Office of the County Clerk and the Contact Officer shall post notice of the cancellation on the official bulletin board located in the lobby of City Hall, #1 City Hall Place, Pueblo, CO 81003. The City shall not cancel the election after September 5, 2025. This section is not intended to affect nor apply to any initiated matter deemed cancelled pursuant to C.R.S. § 31-2-210(3.5).

B. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representation, and understandings between them. All duties, services, labor expenses, and costs needed or required in connection with this election that are attributable to the City, other than those specified above or by amendment to this Agreement, shall be provided by, and be the sole responsibility of, the City. No variation or modification of this Agreement and no waiver of any of the Agreement's provisions or conditions will be binding unless made in writing and signed by duly authorized owners, principals, or officers of the City and Pueblo County. This Agreement shall be construed and enforced according to the laws of the State of Colorado.

C. This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, and assigns. Any delegation

or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

D. Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information to the other party at the following addresses:

Pueblo County Clerk and Recorder
Attention: Candace Rivera
Pueblo County Election Division 201 West Eighth Street, 7th Floor
Pueblo, CO 81003
719-583-4622

and

City of Pueblo
Attention: Marisa Stoller, City Clerk
1 City Hall Place
Pueblo, CO 81003
719-553-2669

E. CONFLICT OF AGREEMENT WITH LAW:

In the event that any provision of this Agreement conflicts with the Code or other statutory or regulatory law, this Agreement shall be modified to conform to such law. No subsequent resolution of the Board of County Commissioners or of the City shall impair the rights of the County Clerk or the City hereunder without the consent of the other party to this Agreement except as provided by Section V. herein.

F. TIME OF THE ESSENCE:

Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement except as those time requirements are specifically modified in this Agreement as a result of the provisions in the City Charter.

G. GOOD FAITH:

The parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective the day and year first written above.

ATTEST:

By: _____
Clerk to the Board

PUEBLO COUNTY, COLORADO

By: _____
Chairman, Board of County Commissioners

Date: _____

ATTEST:

By: _____
City Clerk

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Mayor

Date:_____

APPROVED AS TO FORM:

By: _____
City Attorney's Office

Date: _____

By: _____
Pueblo County Attorney's Office

Date: _____

APPROVED AS TO CONTENT:

By: _____
Pueblo County Clerk and Recorder

Date:_____

Sponsorship Request
06/23/2025 4:38 PM (MDT)

city of PUEBLO colorado

Sponsorship Request

Requestor Name	Bernadette Contreraz
Date	06/23/2025
Business/Organization Name	Latinas First Foundation
Please share your business or organizations mission/goals	Established in 2011 by Co Founders Juanita Chacon and Meshach Rhoades, the Latinas First Foundation was created to provide a critical network and support for Latinas to reach their highest potential. The organization provides scholarships, mentorship and networking opportunities, and honors Latina Trailblazers and Unsung Heroines. The Latinas First Foundation celebrates and elevates the Latina community by focusing on the cultural and historical contributions of Latinas in Colorado while providing opportunities and resources for the next generation of Latinas.
Sponsorship request for	Event
Requested Amount	5,000.00
Event Title	13th Annual Latinas First Foundation Luncheon
Event Date	10/24/2025
Event Time	11:30 AM (MDT)
Event Location	The Brighton - 3403 Brighton Blvd., Denver CO Denver, CO 80216
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$250/per ticket or sponsorship to support the organization
Event Description:	This year, we will acknowledge 60 students who have been awarded scholarships across Colorado. Additionally, we will recognize Latina Trailblazers and Unsung Heroines within our community.
Does your organization hold multiple events per year?	No
Sponsorship Benefits	• One table for 10 guests with preferred seating • Recognition at luncheon & printed program • Quarter-page ad in digital/printed program • Logo or name on website

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?	All City Council/private and public companies/organizations.
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Undocumented noncitizens • Other
If other selected, please explain	Young adults, high school students going to college.
How many individuals did your organization serve last year?	Last year we awarded 61 scholarships to Latina students; recognized 4 Trailblazers and 4 Unsung Heroines.
Please upload supporting documents such as sponsorship request letter, event flyer etc.	LFF 2025 Sponsorship.pdf

LATINAS FIRST FOUNDATION

GIRLS CAN BE WHAT THEY CAN SEE

BOARD OF DIRECTORS

Meshach Rhoades, Co-Founder
Crowell & Moring

Selene Figueroa, Treasurer
Metropolitan State University

Leticia Mota, Secretary
Jefferson County District Attorney's Office

Gina Casias
Danone North America

Angy Casamento
ULTEIG

Angela Davidson, CO Department of Regulatory Agencies-Banking Division

Rachel Garcia
Mexican Cultural Center

Tish Maes
PradoMaes Inc.

Kimberly Peña
Invest In Kids - Denver

Julie Rodriguez
Pueblo Community College Foundation

Marcia Romero
US Bank

Eveline Vega-Ferrales
Westervelt Ecological Services

FOUNDATION ADMINISTRATOR
Bernadette Contreraz

Latinas First Foundation Annual Luncheon

Friday, October 24, 2025
The Brighton in RINO
3403 Brighton Blvd., Denver, CO 80216
11:00 AM - 3:00 PM

Dear Community Partner,

We are delighted to invite you to the 13th Annual Latinas First Foundation Luncheon, where we will celebrate our scholarship recipients and honor our Unsung Heroines and Trailblazers.

Event Highlights:

- **800+ attendees, including 100+ high school and college students**
- **Recognition of Latina Trailblazers & Unsung Heroines**
- **Presentation of scholarships to outstanding recipients**
- **Opportunities for networking & community engagement**
- **A fun and festive tradition where everyone wears a hat!**

Since 2011, the Latinas First Foundation has provided scholarships, mentorship, and networking opportunities to empower young Latinas. Our motto, 'Girls Can Be What They Can See,' reflects our commitment to inspiring the next generation of Latina leaders. We are dedicated to preserving the cultural and historical contributions of Colorado Latinas and fostering a new generation of leaders.

Your support is essential in uplifting Latinas and creating meaningful opportunities for success.

Please consider our sponsorship opportunities on the next page.

Con gratitud,
Board of Directors

latinasfirst.org

LATINAS FIRST FOUNDATION

GIRLS CAN BE WHAT THEY CAN SEE

13th Annual Luncheon
Friday, October 24, 2025
The Brighton in RINO
3403 Brighton Blvd.
Doors: 11:00 AM Program: 11:30 AM- 1:00 PM
Networking Reception: 1:00-3:00 PM

Sponsorship Opportunities

Presenting-$25,000

- One premium table placement for 10 guests
- One host table for 9 Latina students + 1 chaperon
- Special recognition at the luncheon, reception, and in the digital/printed program
- Company logo featured at event entry, podium, and monitor throughout the event
- Opportunity to place company logo on collateral on tables
- Full-page ad in program location of your choice + one e-newsletter feature
- Logo & hyperlink placed on the foundation's website
- Official sponsor of honoree videos with logo included in recognition videos

Torchbearer-$10,000

- One VIP table for 10 guests with premier seating
- Recognition at the luncheon, reception, & digital/printed program
- Company logo featured at event entry, podium & monitors
- Half-page ad in event program
- Logo & hyperlink on website

Trailblazer-$5,000

- One table for 10 guests with preferred seating
- Recognition at luncheon & printed program
- Quarter-page ad in digital/printed program
- Logo or name on website

Unsung Heroine-$3,000

- One table for 5 guests
- Recognition at luncheon, reception, & digital/printed program
- Name in event program
- Logo or name on website

Student Table-$1,500

- Host a table for 9 Latina students + 1 chaperon
- Limited number available

Ad Sponsor-$500

- Quarter-page ad in event program
- Logo or name in Latinas First e-newsletter

For more information or to purchase, please scan, click or contact: admin@latinasfirst.org

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,

Latinas First Foundation

is a

Nonprofit Corporation

formed or registered on 08/08/2014 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 20141485433 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/08/2025 that have been posted, and by documents delivered to this office electronically through 07/09/2025 @ 12:44:54 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/09/2025 @ 12:44:54 in accordance with applicable law. This certificate is assigned Confirmation Number 17475299 .

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
7/28/25	Latinas First Foundation 13th Annual Luncheon		$ 1,500.00		$ 38,509.88
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Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

City Clerk's Office Item # Q1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 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 LATINAS FIRST FOUNDATION IN THE AMOUNT OF $1,500 TO SPONSOR THE 13TH ANNUAL LATINAS FIRST FOUNDATION LUNCHEON AT 11:30 AM, AT THE BRIGHTON EVENT VENUE IN DENVER ON FRIDAY, OCTOBER 24TH, 2025

SUMMARY:

Attached for consideration is a request for support of the Latinas First Foundation in the amount of $1,500 to sponsor the 13th Annual Latinas First Foundation Luncheon at 11:30 AM at The Brighton event venue in Denver on Friday, October 24th, 2025. This sponsorship tier supports a table for 9 Latina students and their chaperone, and recognition at the luncheon, in the printed program, and on their website.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting $1,500 to sponsor the Latinas First Foundation's 13th Annual Luncheon. The event will take place on Friday, October 24th, 2025 at 11:30 AM at The Brighton event venue in Denver.

Established in 2011 by Co-Founders Juanita Chacon and Meshach Rhoades, the Latinas First Foundation was created to provide a critical network and support for Latinas to reach their highest potential. The organization provides scholarships, mentorship and networking opportunities, and honors Latina Trailblazers and Unsung Heroines. The Latinas First Foundation celebrates and elevates the Latina community by focusing on the cultural and historical contributions of Latinas in Colorado while providing opportunities and resources for the next generation of Latinas.

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

At this event, they will recognize 60 students who have been awarded scholarships across Colorado, and Latina Trailblazers and Unsung Heroines within the community.

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 Latinas First Foundation.

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 - Latinas First Foundation 13th Annual Luncheon
2. SOS - Latinas First Foundation Pulled 7.9.25
3. 2025 Contingencies (Council) Latinas First Foundation 13th Annual Luncheon

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

RESOLUTION NO.16069

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO LATINAS FIRST FOUNDATION IN THE AMOUNT OF $1,500 TO SPONSOR THE 13TH ANNUAL LATINAS FIRST FOUNDATION LUNCHEON AT 11:30 AM, AT THE BRIGHTON EVENT VENUE IN DENVER ON FRIDAY, OCTOBER 24TH, 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 Latinas First Foundation to sponsor the 13th Annual Latinas First Foundation Luncheon at 11:30 AM at The Brighton event venue in Denver on Friday, October 24th, 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 28, 2025

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

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

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

Sponsorship Request
06/25/2025 3:51 PM (MDT)

city of PUEBLO colorado

Sponsorship Request

Requestor Name	Laura Adamson
Date	06/25/2025
Business/Organization Name	Assistance League of Pueblo
Please share your business or organizations mission/goals	Our overarching goals are to transform lives and strengthen our community. The Assistance League of Pueblo's Holiday Fashion Preview is an annual fundraiser specifically earmarked for Operation School Bell. This program assists needy elementary and middle school children in the Pueblo area with new school clothes, hygiene kits and age-appropriate books. Operation School Bell is held after school for one week every September and underprivileged children are referred by school counselors to the Assistance League. Over the last 52 years we have supported nearly 43,000 children in the Pueblo area. This year we plan to assist approximately 1,000 needy children.
Sponsorship request for	Event
Requested Amount	$2,500
Event Title	Holiday Fashion Preview
Event Date	12/06/2025
Event Time	9:30 AM (MDT)
Event Location	Pueblo Convention Center
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$85
Event Description:	This will be the 36th annual Holiday Fashion Preview. Last year it was attended by more than 630 people. It includes a holiday boutique, musical entertainment, lunch and a fashion show by professional models. All funds are earmarked for Operation School Bell which has been in existence for 52 years. We have provided clothing to approximately 43,000 children in Pueblo County.
Does your organization hold multiple events per year?	Yes

If yes, please list the event titles and a short description.	Assistance League Golf Tournament- Golf tournament which raises money for multiple programs in our mission Holiday Fashion Preview and Luncheon- Fashion show, entertainment and lunch which raises funds earmarked for Operation School Bell
Sponsorship Benefits	Your sponsorship will benefit needy children in Pueblo County by directly supporting Operation School Bell. Depending on the level of sponsorship, Pueblo City Council will receive complimentary tickets to our fashion show and luncheon and recognition in various media.
Company/Organization Classification	• Charity
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?	Pueblo County Board of Commissioners, El Pomar Foundation, Colorado State University-Pueblo Foundation, Pueblo Community College Foundation, local businesses and individuals
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Youth
How many individuals did your organization serve last year?	850

assistance league
Pueblo

Transforming Lives · Strengthening Community
1112 Pueblo Blvd. Way, Pueblo, CO 81005
(719) 544-1528 | www.assistanceleaguepueblo.org
Chartered 1968

June 24, 2025

Katie Hester
Pueblo City Council
1 City Hall Place
Pueblo, CO 81003

Dear Katie,

We at Assistance League® of Pueblo have a goal of transforming lives and strengthening our community. Each September we see these goals in action as we host Operation School Bell®, our primary philanthropic program. Needy students selected by school counselors use vouchers provided by Assistance League to choose pants, shirts, socks, jackets, underwear, and shoes. As we see the excitement on their faces while they and their parents choose their brand-new school clothes, we know we are making a worthwhile difference in their lives.

Assistance League is asking for your help in sustaining Operation School Bell. This program has been in existence for 52 years, assisting children of need within both Pueblo school districts with new school clothes, health hygiene kits, and age-appropriate books. To date we have supported approximately 43,000 children in the Pueblo community and plan to provide vouchers to 1,000 kids this September.

The Holiday Fashion Preview and Luncheon, which is our annual fundraiser, is specifically earmarked for Operation School Bell. Our event kicks off the holiday season and includes a fashion show with professional models, a holiday boutique by local artisans, musical entertainment, and a delicious lunch. This fun-filled day is scheduled for Saturday, December 6, 2025, at the Pueblo Convention Center. We invite you to attend to celebrate and continue the success of Operation School Bell.

Please consider helping the Assistance League make a difference in the lives of deserving children in the Pueblo area by becoming an underwriter of this event. See the enclosed sponsorship opportunities page and sponsor form for ordering event tickets.

Kind regards,

Susan Bernal
Susan Bernal
President

Theresa Hart
Holiday Fashion Preview
Event Chair

Laura Adamson
Laura Adamson
Underwriting Chair

assistance league®
Pueblo

2025 HOLIDAY FASHION PREVIEW & LUNCHEON

Underwriting Opportunities

All Event Proceeds Support Operation School Bell®

	Haute Couture Level	Couture Level	Vogue Level	Trendsetter Level	Chic Level	Designer Level
	$5,000+	$2,500+	$1,000+	$500+	$300+	$150+
Complimentary Tickets	10	8	4	3	2	1
Recognition in Video Presentation	✓	✓	✓	✓	✓	✓
Recognition in Event Program	✓	✓	✓	✓	✓	✓
Ad in Event Program	2 Full Pages	1 Full Page	1/2 Page	1/4 Page		
Prime Seating Location	✓	✓	✓			
Recognition on AL Social Media	✓	✓	✓			
Logo Placement in Print Advertising (Logo Deadline Sept. 22)	✓	✓				
Recognition by Emcee and on ALP Website	✓	✓				
Banner Display in Foyer (donor provided)	✓	✓				

ALL proceeds stay within the Pueblo City/County Community

For Information Contact

Laura Adamson | 719-251-2491
LauraAdamsonALP@gmail.com

Assistance League Pueblo • 1112 Pueblo Blvd Way, Pueblo, CO 81005

assistance league Pueblo

Assistance League® Pueblo appreciates your support of Operation School Bell®, our major philanthropic program, which will continue due to the generosity of companies and individuals like you. Thank you!

Donor name as you would like it displayed in the program:

_____

Contact Name _____ **Contact Phone**_____

Address _____

Email address _____

Please indicate the underwriting category you would like.

_____**Haute Couture Level - $5,000 and above, includes 10 tickets**

_____**Couture Level - $2,500 and above, includes 8 tickets**

_____**Vogue Level - $1,000 and above, includes 4 tickets**

_____**Trendsetter Level - $500 and above, includes 3 tickets**

_____**Chic Level - $300 and above, includes 2 tickets**

_____**Designer Level - $150 and above, includes 1 ticket**

Amount of your donation $_____

I would like to purchase _____ **extra tickets at $85 each.**

Total amount of donation and extra ticket(s) purchased $_____

Check here if you would like to be invoiced_____

To make payment by credit card:

_____**VISA** _____**Mastercard** _____**Discover**

Cardmember _____**Signature**_____

Card number _____**Expiration Date** _____**Security Code** _____

All tickets will be mailed in mid-November. Do you wish to receive your complimentary tickets to the event or would you prefer to donate them back to Assistance League?

_____**receive #**_____ **tickets** _____**donate tickets**

Name and mailing information if different from above:_____

Address _____

In order to be included in our event program, we must receive your donation by October 31, 2025, at 1112 Pueblo Boulevard Way, Pueblo, CO 81005.

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 ASSISTANCE LEAGUE OF PUEBLO, INC.

is a

Nonprofit Corporation

formed or registered on 02/27/1969 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 19871206629 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/08/2025 that have been posted, and by documents delivered to this office electronically through 07/09/2025 @ 13:07:54 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/09/2025 @ 13:07:54 in accordance with applicable law. This certificate is assigned Confirmation Number 17475466 .

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
7/28/25	Latinas First Foundation 13th Annual Luncheon		$ 1,500.00		$ 38,509.88
7/28/25	Assistance League Pueblo - Holiday Fashion Show Preview		$ 2,500.00		$ 36,009.88
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City Clerk's Office Item # Q2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO ASSISTANCE LEAGUE OF PUEBLO IN THE AMOUNT OF $2,500 TO SPONSOR THE 36TH ANNUAL HOLIDAY FASHION PREVIEW AT 9:30 AM, AT THE PUEBLO CONVENTION CENTER ON SATURDAY, DECEMBER 6TH, 2025

SUMMARY:

Attached for consideration is a request for support of the Assistance League of Pueblo in the amount of $2,500 to sponsor the Holiday Fashion Preview at 9:30 am, at the Pueblo Convention Center on Saturday, December 6th, 2025. This sponsorship tier includes 8 tickets, and recognition at the event, in the event program, on social media, in printed advertisements, on their website, and a banner display in the foyer.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2024 for $2,000, and in 2021, 2022, and 2023 for $1,000.

BACKGROUND:

City Council Member Regina Maestri is requesting $2,500 to sponsor Assistance League of Pueblo's Holiday Fashion Preview. The event will take place on Saturday, December 6th, 2025, at 9:30 am at the Pueblo Convention Center.

The Holiday Fashion Preview is an annual fundraiser specifically earmarked for Operation School Bell. This program assists needy elementary and middle school children in the Pueblo area with new school clothes, hygiene kits and age-appropriate books. Operation School Bell is held after school for one week every September and underprivileged children are referred by school counselors to the Assistance League. Over the last 52 years we they have supported nearly 43,000 children in the Pueblo area. This year they plan to assist approximately 1,000 needy children.

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

The event includes a holiday boutique, musical entertainment, lunch, and a fashion show by professional models.

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 Assistance League of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Regina Maestri.

ATTACHMENTS:

1. Sponsorship Request - Assistance League Pueblo Holiday Fashion Preview and Luncheon
2. SOS - THE ASSISTANCE LEAGUE OF PUEBLO, INC pulled 7.9.25
3. 2025 Contingencies (Council) Assistance League Pueblo - Holiday Fashion Show Preview

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

RESOLUTION NO.16070

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO ASSISTANCE LEAGUE OF PUEBLO IN THE AMOUNT OF $2,500 TO SPONSOR THE 36TH ANNUAL HOLIDAY FASHION PREVIEW AT 9:30 AM, AT THE PUEBLO CONVENTION CENTER ON SATURDAY, DECEMBER 6TH, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,500 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Assistance League of Pueblo to sponsor the 2025 Holiday Fashion Preview at 9:30 am, at the Pueblo Convention Center on Saturday, December 6th, 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 28, 2025

BY: Roger Gomez
MEMBER OF CITY COUNCIL

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

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

city of PUEBLO colorado

Sponsorship Request

Requestor Name	Jeannie Sandidge (President, Pueblo Historical Aircraft Society)
Date	06/20/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Pueblo Historical Aircraft Society
Please share your business or organizations mission/goals	To preserve and honor military aviation history through the management of the Pueblo Weisbrod Aircraft Museum.
Sponsorship request for	Other
Requested Amount	$10,000.00
If Other, please explain	Cost to disassemble, transport, and reassemble an A-10 Thunderbolt II (aka "Warthog") from the National Museum of the United States Airforce to the Pueblo Weisbrod Aircraft Museum. Total cost for this move is $87,646.
Sponsorship Benefits	Pueblo Weisbrod Aircraft Museum belongs to the City of Pueblo. The A-10 is dearly loved by many veterans and is an outstanding addition to your museum.
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?	Pueblo County, various local foundations, banks, businesses, veteran groups, our own PHAS membership, anyone and everyone who will listen.
What population(s) does your organization primarily serve? (multi select)	• Youth • Adults • Families • Senior Citizens • Persons with disabilities • Veterans • Other
If other selected, please explain	Anyone who walks in the doors of the museum is welcome.

How many individuals did your organization serve last year?	13,000 + guests
Please upload supporting documents such as sponsorship request letter, event flyer etc.	Signed Fundraising letter.pdf PHAS Weisbrod A-10 Warthog Trifold Brochure.pdf Signed Quote.pdf

Payment Details

Make check payable to	Pueblo Historical Aircraft Society

Pueblo, CO 81001

Phone Number 719-948-9219

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the Vendor Application

PUEBLO
WEISBROD
AIRCRAFT MUSEUM

Pueblo Weisbrod Aircraft Museum
31001 Magnuson Ave. Pueblo, CO 81001
(719) 948-9219
pwam.org

We are very proud to announce that the National Museum of the United States Air Force has agreed to a permanent loan of their A-10A Thunderbolt II Warthog 78-0699 to the Pueblo Weisbrod Aircraft Museum. You can read more about this incredible airplane in the attached brochure.

Pueblo is home to many interesting museums and has recently been chosen as the one and only location in the United States for the new DaVinci Museum. With this spotlight on Pueblo, we have an opportunity to highlight all the other great museums in town.

Our Aircraft Museum is proud to display more than 40 different aircraft including the F-15 Eagle and F-16 Falcon, the B-47 Stratojet and our beloved "Peachy" the B-29 Superfortress. With our newest addition, the A-10, we will continue to be a destination point for museum enthusiasts of all ages. We will be the only museum in Colorado to have an A-10 Warthog.

We are asking you to be a sponsor. In doing so, your business name will be displayed in our museum. Those who contribute in the early stages of fundraising will be recognized in both printed and digital media to be used for publicity. As a sponsor you will be helping us grow and supporting our community.

We appreciate your generous tax-deductible donation and wish to thank you for helping us make Pueblo a better place.

Sincerely,
Pueblo Historical Aircraft Society
A-10 Fundraising Committee

Jeannie Sandidge

James J. Duff

Jeff Chostner

Bill Wilcoxson

Carrie Van Meter

Wayne Champlin

Ima Elizabeth Mueller

Richard Wood

Pueblo Historical Aircraft Society
DONATION

Company or Individual Name(s)

Company Contact

Address

City/State/Zip

Telephone

Email

$

Donation/Sponsorship Amount

Please make check payable to the Pueblo Historical Aircraft Society (please note on check that this is for the A-10 fund) and return completed form to:

Pueblo Historical Aircraft Society
31001 Magnuson Avenue
Pueblo, CO 81001

Or donate online at pwam.org

The Pueblo Historical Aircraft Society (PHAS) is a non-profit 501(c)(3) organization. Donations to PHAS are tax deductible as charitable contributions.

Highlights
OF OUR COLLECTION

On Loan from the National Museum of the US Air Force:

- F-86D Saber
- F-100D Super Saber
- YF-104A Star Fighter
- F-15C - Eagle
- F-16A - Falcon
- Mig 15
- Mig 17
- Firebee Drone
- Predator Drone
- Various Missiles

On Loan from the National Navy Aviation Museum:

- A-4C Skyhawk
- B-29A Super Fortress
- C-119F - Flying Boxcar
- F11F-1 Tiger (Blue Angel)
- F-80 - Shooting Star
- F-8A Crusader
- F-9F Cougar
- B-47 Stratojet
- R4D5S - Gooney Bird
- SH34J - Seabat
- P2V - Neptune
- T-28C - Trojan
- T-33 - Shooting Star
- T-34 B Mentor

Owned by museum:

- C-131 Samaritan
- H-21 Flying Banana
- H-47G "MASH" helicopter
- UH-1D Huey
- Spitfire Replica

This is a partial list of our collection of aircraft, vehicles, rockets, and memorabilia

PUEBLO
WEISBROD AIRCRAFT MUSEUM

PHAS

Help us Grow!

31001 Magnuson Avenue
Pueblo CO 81001
719-948-9219
pwam.org

Our Newest Addition

This **A-10 Thunderbolt II**, commonly known as the "**Warthog,**" is arriving at the Pueblo Weisbrod Aircraft Museum in July, 2025.

This is undoubtedly one of the most iconic and unusual planes in the modern Air Force fleet. The Warthog is a close air support plane that flies low and relatively slow with a vast arsenal of weapons, making it greatly respected and loved by ground troops. This particular airplane flew 64 missions in Operation Desert Storm.

In addition to Desert Storm, the A-10 has served in Operation Enduring Freedom (Afghanistan), Operation Iraqi Freedom, Libya, Syria, and in Eastern Europe. Many veterans tell us that the A-10 saved their lives.

The Air Force has attempted to retire the A-10s for several years but has been unable to find an acceptable replacement. It is still in operation today. We will be the only museum in Colorado to have an A-10.

ABOUT OUR MUSEUM:

The Pueblo Weisbrod Aircraft Museum (PWAM) is owned by the City of Pueblo and managed by the Pueblo Historical Aircraft Society, a non-profit entity whose members are dedicated to preserving military aviation history.

We have a large collection of military aircraft, vehicles, and other memorabilia that tell the story of how military aviation has been involved in preserving our freedom as a nation. Much of our collection is on loan from the National Museum of the United States Air Force and the National Navy Aviation Museum. We are grateful to the Air Force and the Navy for their willingness to display their pieces in our museum. It is our responsibility to get these pieces transported to our museum and then to restore them to their original military appearance, and to cosmetically maintain them.

We will be using the services of Worldwide Aircraft Recovery to move the A-10 from Dayton, Ohio, to Pueblo. They are a world-class company in the field of moving large historic aircraft and are greatly respected around the world. In business since 1987, they take pride in relocating aircraft for future generations to see. Their quote is $87,646.00 to disassemble, transport and reassemble the A-10.

Our museum is always looking for opportunities to add to our collection. In addition to the A-10 we hope to bring in some other exciting pieces in the near future.

DONATION OPPORTUNITIES:

Now is your chance to help!

Sponsorships will be recognized by levels on signage in the museum as well as on our website. Sponsors who donate by August 31, 2025, will be invited to a special private party to celebrate the arrival of the A-10 and to enjoy an evening tour of the museum. Sponsorship levels are:

- **Business Platinum: $10,000+**
- **Business Gold: $5,000-9,999**
- **Business Silver: $1,000 – 4,999**
- **Individual Platinum: $3,000+**
- **Individual Gold: $1,500 – 2,999**
- **Individual Silver: $500 – 1,499**

If you are unable to be a sponsor, we will gladly accept donations of any amount to help bring the A-10 and other aircraft to Pueblo! Everyone who donates will be playing an important part in helping us expand our collection.

WORLDWIDE AIRCRAFT RECOVERY, LTD.

PO BOX 790 BELLEVUE, NEBRASKA 68005

QUOTE

DATE	QUOTE
5/8/2025	25-1347

NAME / ADDRESS
PUEBLO WEISBROD WARBIRD MUSEUM JEANNIE SANDIDGE 31001 MAGNUSON AVE. PUEBLO, CO 81001

DESCRIPTION
DISASSEMBLE, PACKAGE, TRANSPORT, AND REASSEMBLE (1) EACH A-10 NON FLYING AIRCRAFT FROM THE NATIONAL AIR FORCE MUSEUM, WPAFB, DAYTON, OH TO PUEBLO HISTORICAL AIRCRAFT SOCIETY, PUEBLO, CO. THIS IS A REVISED QUOTE, INCLUDES ALL COSTS: LABOR TRANSPORTATION (REVISED TO CURRENT RATE 5.8.25) OVERSIZE PERMITS CRANES/FORKLIFTS AS NEEDED MATERIALS ETC. OK Jeannie Sandidge

jay@worldwideaicraft.com,
bill.l@worldwideaircraft.com,
donna@worldwideaircraft.com, (402) 291-6559

ROM QUOTE $87,646.00

NOTE: 1. Aircraft will be delivered to owner in a structually sound condition. 2. Cosmetic work is the responsibility of the owner. 3. Unserviceable part or componet replacement are the responsibility of the owner. 4. Damaged parts or componets which occured prior to disassembly, are the responsibility of the owner. 5. AIRCRAFT WILL BE DELIVERED TO A ICC REGULATED CARRIER FOR TRANSPORT. AIRCRAFT OWNER ACKNOWLEDGES THIS NOTICE AND THAT THE CARGO CARRIER'S CARGO LIABILITY INSURANCE IS NOT LESS THAN $100,000.00 PER TRAILER LOAD. UNLESS OWNER DECLARES, IN WRITTTING, THAT THE VALUE OF THE AIRCRAFT EXCEEDS $100,000.00, AND ALLOWS THE CARRIER, TO PURCHASE ADDITIONAL CARGO LIABILITY INSURANCE. OWNER AGREES THAT THE LIABILITY OF THE CARGO CARRIER AND/OR WORLDWIDE AIRCRAFT RECOVERY, LTD SHALL NOT EXCEED $100,000.00 PER TRAILER LOAD FOR THE AIRCRAFT WHICH IS THE SUBJECT OF THIS ESTIMATE.

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

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

PUEBLO HISTORICAL AIRCRAFT SOCIETY

is a

Nonprofit Corporation

formed or registered on 08/15/1985 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 19871633392 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 06/18/2025 that have been posted, and by documents delivered to this office electronically through 06/20/2025 @ 10:37:22 .

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 06/20/2025 @ 10:37:22 in accordance with applicable law. This certificate is assigned Confirmation Number 17419853 .

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
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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
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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 Aircraft 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
7/28/25	Latinas First Foundation 13th Annual Luncheon		$ 1,500.00		$ 38,509.88
7/28/25	Assistance League Pueblo - Holiday Fashion Show Preview		$ 2,500.00		$ 36,009.88
7/28/25	The Pueblo Historical Aircraft Society		$ 10,000.00		$ 26,009.88
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City Clerk's Office Item # Q3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Roger Gomez, Councilor
Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO HISTORICAL AIRCRAFT SOCIETY IN THE AMOUNT OF $10,000 TO SPONSOR THE COST TO DISASSEMBLE AND TRANSPORT AN A-10 THUNDERBOLT II TO THE PUEBLO WEISBROD AIRCRAFT MUSEUM, AND THEN REASSEMBLE IT IN JULY OF 2025

SUMMARY:

Attached for consideration is a request for support of Pueblo Historical Aircraft Society in the amount of $10,000 to sponsor the cost to disassemble and transport an A-10 Thunderbolt II to the Pueblo Weisbrod Aircraft Museum, and then reassemble it for display in July of 2025.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Members Sarah Martinez and Roger Gomez are requesting $10,000 to sponsor Pueblo Historical Aircraft Society's cost to disassemble and transport an an A-10 Thunderbolt II to the Pueblo Weisbrod Aircraft Museum and then reassemble it for display. The aircraft was transported to the museum earlier this month for a total cost of $87,648.

Their mission is to preserve and honor military aviation history through the management of the Pueblo Weisbrod Aircraft Museum. The A-10A Thunderbolt II, commonly known as the “Warthog,” arrived at the Pueblo Weisbrod Aircraft Museum in July 2025. It is one of the most iconic and unusual planes in the modern Air Force fleet. The Warthog is a close-air support plane that flies low and slow with a vast arsenal of

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weapons, making it greatly respected and loved by ground troops. The airplane, now in display at the museum, flew 64 missions in Operation Desert Storm and served in Operation Enduring Freedom in Afghanistan, and in Operation Iraqi Freedom in Libya, Syria, and in Eastern Europe.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $10,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Pueblo Historical Aircraft Society.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Members Roger Gomez and Sarah Martinez.

ATTACHMENTS:

1. Sponsorship Request - Pueblo Historical Aircraft Society A10 Warthog
2. SOS - Pueblo Historical Aircraft Society pulled 6.20.25
3. 2025 Contingencies (Council) The Pueblo Historical Aircraft Society

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RESOLUTION NO. 16071

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO PUEBLO HISTORICAL AIRCRAFT SOCIETY IN THE AMOUNT OF $5,000 FROM COUNCIL CONTINGENCIES ACCOUNT AND $5,000 FROM THE MAYOR CONTINGENCIES ACCOUNT TO SPONSOR THE COST TO DISASSEMBLE AND TRANSPORT AN A-10 THUNDERBOLT II TO THE PUEBLO WEISBROD AIRCRAFT MUSEUM, AND THEN REASSEMBLE IT IN JULY OF 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $5,000 from Council Contingencies Account and $5,000 from the Mayor Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Pueblo Historical Aircraft Society to sponsor the cost to disassemble and transport an A-10 Thunderbolt II to the Pueblo Weisbrod Aircraft Museum, and then reassemble it in July of 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 28, 2025

BY: Dennis Flores
MEMBER OF CITY COUNCIL

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

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

Sponsorship Request

****Please submit requests at least one month in advance to allow for adequate processing time**

Requestor Name	Noche de Fiesta scholarship fundraiser
Date	07/16/2025
Requestor Phone	[redacted]
Requestor Email	[redacted]
Business/Organization Name	Colorado State Fair Fiesta Committee
Please share your business or organizations mission/goals	Fiesta Day promotes and celebrates the Hispanic culture with the state of Colorado while the committee provides educational opportunities and scholarships for young Hispanic students.
Sponsorship request for	Event
Requested Amount	$1100, for two corporate tables
Event Title	Noche de Fiesta
Event Date	08/09/2025
Event Time	5:00 PM (MDT)
Event Location	Pueblo Convention Center
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	$40 per person general admission
Event Description:	Noche de Fiesta is a "Night of Celebration". It is our biggest fundraising effort each year and the unofficial kickoff of the Colorado State Fair. It is the introduction of the Fiesta Queen and Court (scholarship recipients) to our community and a celebration complete with music and dance.
Does your organization hold multiple events per year?	Yes
If yes, please list the event titles and a short description.	Fiesta Scholarship Pageant - Participants compete for scholarships (this year combined awards are %15,000). This year we crowned our 58th Queen! Fiesta Day Parade - held the morning of the Colorado State Fair Fiesta Day Celebration. It includes between 75 and 100 entries and is also celebrating it 58th year.

	year.
Sponsorship Benefits	Corporate table sponsors receive a table of 10, recognition from the stage and the ability to display promotional items on all the tables at Noche de Fiesta.
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?	Pueblo Urban Renewal Authority, Pueblo County Commissioners, Pueblo District 60, Angelus Chaple, Top Notch Personnel, El Pomar, B & R Home Repair and Remodeling, to name a few.
What population(s) does your organization primarily serve? (multi select)	• Youth • Disadvantaged – low income
How many individuals did your organization serve last year?	Our Queen and Court consist of five separate scholarships. We also donate and participate in many other community fundraising efforts and events.
Please upload supporting documents such as sponsorship request letter, event flyer etc.	CCF_000051(1).pdf

Payment Details

Make check payable to	CSF Fiesta Committee
Address	1001 Beulah Ave Pueblo, CO 81004
Phone Number	719-568-7079

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the City of Pueblo vendor application (found below) must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo, we will confirm the information listed above. If the information does not match our records, it must be updated using the City of Pueblo vendor application (found below) before payment can be processed. Completed vendor forms may be submitted directly to vendorinfo@pueblo.us.

Download the **Vendor Application**

Mr. Flores,

2025 marks the 58th year of Fiesta Day, it was established in 1967 to celebrate the Hispanic culture and promote diversity in our community. Fiesta Day is traditionally the most attended and profitable day of the Colorado State Fair. The day consists of a Mariachi Mass in Ray Aguilera/Bessemer Park followed by the Fiesta Day Parade. Fiesta Day at the Colorado State Fair offers a diverse array of Hispanic entertainment, complete with a Charreada (Mexican Rodeo).

Since 1967 we have had a scholarship pageant every year to crown a new Queen and her court. This year's scholarships will be awarded a combined $15,000!

Noche de Fiesta (Night of Celebration) is the unofficial kickoff of the Colorado State Fair and is our biggest scholarship fundraising effort. Noche de Fiest will be August 9, 2025, at the Pueblo Convention Center. We are excited to feature the Entertainer of the Year at this year's Tejano Music awards, Stefanie Montiel! We are requesting two corporate table sponsorships at Noche de Fiesta, similar to what The City of Pueblo has done the past few years.

Noche Fiesta Corporate table (2) Sponsor - $1,100

- ***Recognition from the stage at the event***
- ***Two VIP reserved tables (10 seats each)***
- ***You may put promotional items on tables***

The Mission of the CSF Fiesta Committee is as follows:
"To promote and celebrate the Hispanic culture with the State of Colorado while providing educational opportunities and scholarships for young Hispanic students".

We thank you in advance for all the support the City of Pueblo has generously extended to the CSF Fiesta Committee in the past and look forward to hearing from you about Noche de Fiesta!

Ivan Reyes
Vice President
Colorado State Fair Fiesta Committee Board
719-568-7079

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,

COLORADO STATE FAIR FIESTA COMMITTEE

is a

Nonprofit Corporation

formed or registered on 04/10/1978 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 19871345070 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/15/2025 that have been posted, and by documents delivered to this office electronically through 07/16/2025 @ 12:39:19 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/16/2025 @ 12:39:19 in accordance with applicable law. This certificate is assigned Confirmation Number 17495016 .

Jena Griswold

Secretary of State of the State of Colorado

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

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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
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6/23/25	Pueblo Rangers Soccer Club		$ 750.00		$ 50,959.88
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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 Aircraft Society~~		$ -		$ 43,209.88
7/14/25	The Roselawn Company		$ 1,700.00		$ 41,509.88
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7/28/25	The Pueblo Historical Aircraft Society		$ 10,000.00		$ 26,009.88
7/28/25	Noche de Fiesta		$ 1,000.00		$ 25,009.88
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City Clerk's Office Item # Q4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO COLORADO STATE FAIR FIESTA COMMITTEE IN THE AMOUNT OF $1,000 TO SPONSOR THE 2025 NOCHE DE FIESTA SCHOLARSHIP FUNDRAISER AT 5:00 PM AT PUEBLO CONVENTION CENTER ON SATURDAY, AUGUST 9TH, 2025

SUMMARY:

Attached for consideration is a request for support of Colorado State Fair Fiesta Committee in the amount of $1,000 to sponsor the 2025 Noche de Fiesta scholarship fundraiser at 5:00 PM at Pueblo Convention Center on Saturday, August 9th, 2025.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2024 for $500, and in 2023 for $300.

BACKGROUND:

City Council Member Dennis Flores is requesting $1,000 to sponsor Colorado State Fair Fiesta Committee's 2025 Noche de Fiesta scholarship fundraiser. The event will take place on Saturday, August 9th, 2025, at 5:00 PM at the Pueblo Convention Center.

The Colorado State Fair Fiesta Committee provides educational opportunities and scholarships for young Hispanic students, and Fiesta Day promotes and celebrates the Hispanic culture with the state of Colorado.

Noche de Fiesta or "Night of Celebration" is their biggest fundraising event each year and the unofficial kickoff of the Colorado State Fair. It is the introduction of the Fiesta Queen and Court (scholarship recipients) to the community and a celebration complete with music and dance.

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FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $1,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Colorado State Fair Fiesta Committee.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. Sponsorship Request Packet - Noche de Fiesta
2. SOS - Colorado State Fair Fiesta Committee pulled 7.16.25
3. 2025 Contingencies (Council) Noche de Fiesta

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

RESOLUTION NO.16072

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO COLORADO STATE FAIR FIESTA COMMITTEE IN THE AMOUNT OF $1,000 TO SPONSOR THE 2025 NOCHE DE FIESTA SCHOLARSHIP FUNDRAISER AT 5:00 PM AT PUEBLO CONVENTION CENTER ON SATURDAY, AUGUST 9TH, 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 Colorado State Fair Fiesta Committee to sponsor the 2025 Noche de Fiesta scholarship fundraiser at 5:00 PM at Pueblo Convention Center on Saturday, August 9th, 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 28, 2025

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff B7A4E5...
PRESIDENT OF CITY COUNCIL

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

Sponsorship Request
07/08/2025 12:21 PM (MDT)

city of PUEBLO colorado

Sponsorship Request

Requestor Name	Sandy Gutierrez
Date	07/08/2025
Business/Organization Name	NeighborWorks Southern Colorado
Please share your business or organizations mission/goals	NeighborWorks Southern Colorado is a local 501c3 non-profit located in Pueblo. Our mission is to promote healthy vibrant neighborhoods and be the first choice for homebuyer resources in Southern Colorado. We are hosting our annual Celebration of Home fundraising dinner on Aug 15th at CSU-Pueblo and would love for our City officials and support staff to join us. The funds raised from our dinner are designated to support and sustain the essential programs that drive our mission of fostering financial education, affordable housing development, lending and community empowerment. We educated over 2,300 families last year, preserved 186 homes ,created 514 new homeowners, provided over $2 million dollars in down payment assistance to low and moderate income families, served over 4,400 individuals through food initiatives and provided $3.5 million in small business lending to local businesses, in all, investing over $166 million back into the community.
Sponsorship request for	Event
Requested Amount	$5,000
Event Title	Celebration of Home annual fundraising dinner
Event Date	08/15/2025
Event Time	6:00 PM (MDT)
Event Location	Colorado State University - Pueblo
Admission to this event is	Paid
IF PAID IS SELECTED Cost of Admission	Included in sponsorship
Event Description:	NeighborWorks annual Celebration of Home fundraising dinner will take place on August 15th, 2025 and be held at CSU-P's Occhiato Ballroom. Cocktail hour beginning at 6pm followed by dinner at 7pm. This year's theme is "Garden Party", featuring HGTV's Matt Blashaw as our keynote speaker. Our event is expected to bring 300-400 in attendance and will consist of many partners, community members, and residents.
Does your organization hold multiple events per year?	No

Sponsorship Benefits	A $5,000 sponsorship will include a table of 10, prime table location, inclusion in all advertising to include website, social media, printed and onstage material, name on table, acknowledgement on stage and includes a special table gift.
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?	Many of our local partners including banks, lenders, business owners, etc.
What population(s) does your organization primarily serve? (multi select)	• Disadvantaged – low income • Adults • Families • Senior Citizens • Youth
How many individuals did your organization serve last year?	Over 7,000
Please upload supporting documents such as sponsorship request letter, event flyer etc.	COH Sponsor ask letter packet 2025.pdf

Educate. Lend. Build. Engage.

Dear Valued Community Partner,

I am excited to announce this year's NeighborWorks Southern Colorado's **Annual Celebration of Home**, which will take place on Friday, August 15, 2025. This year's event will be held at Colorado State University – Pueblo's Occhiato Ballroom, beginning with cocktail hour at 6p, followed by dinner at 7p. This year's theme is **"Garden Party,"** featuring ***Matt Blashaw*** as keynote speaker - BIO and sponsorship details are enclosed.

Established in 1977, NeighborWorks Southern Colorado is a nonprofit organization committed to promoting healthy, vibrant Neighborhoods anchored in the belief that building sustainable communities begins with building stable homes. Our team operates on five pillars of strength: **EDUCATE. LEND. BUILD. ENGAGE. & COMMUNITY ENGAGEMENT**, each offering support to our community through the lifespan of homeownership. Celebration of Home is our annual fundraising event intended to raise money to continue supporting and uplifting our community.

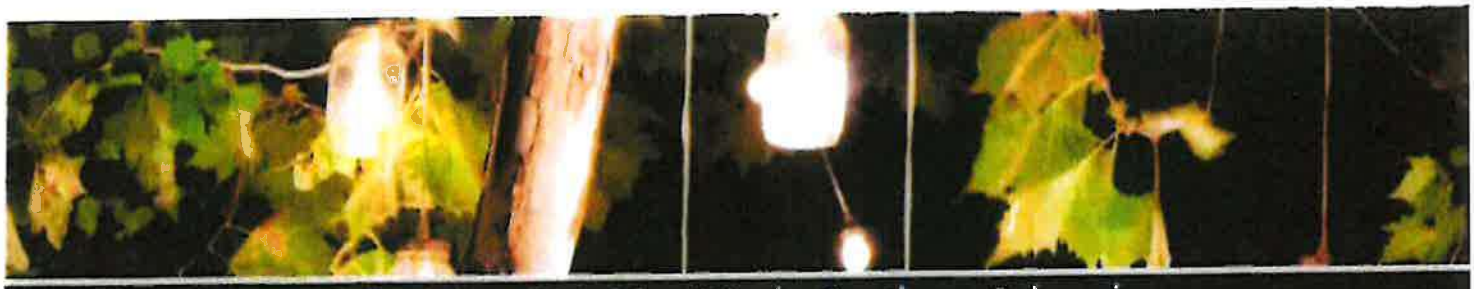
FY 2024 Impact on the community:

- Families Educated = 2,333
- Homes Preserved = 186
- Homeowners Created = 514
- Small Business Lending = $3,511,835
- Down Payment Assistance = $2,032,920
- Individuals Served Through Food Initiatives = 4,410
- Volunteer Hours = 1,394
- Dollars invested back into the community = $166,123,216

To confirm your participation, please consider joining us on the evening of the event. You can also serve as an event sponsor and/or donate a silent auction item, which will be prominently displayed during the event. To participate, use the QR code on the enclosed flyer or call our main office at 719-544-8078.

With excitement and appreciation,

Sandy Gutierrez
President & CEO



Please join NeighborWorks Southern Colorado
Annual Celebration of Home
Garden Party

Friday, August 15, 2025
Colorado State University-Pueblo, Occhiato Ballroom
6pm - Cocktail Hour
7pm - Dinner and Program

Featuring Keynote Speaker

Matt Blashaw began his building career at a very young age in his dad's lumberyard. Construction is in his blood. Growing up in his father's lumberyard in Orange County, Calif., Matt's early hands-on experience laid the foundation for his expertise and passion in construction. After graduating from Chapman University, he ventured into various roles within the construction and entertainment industries, gaining valuable knowledge in show effects and electrical installation during a notable stint with Disney's technical services group.

Matt has become one of the most trusted voices in the build and design communities and has hosted such HGTV/DIY Network shows as America's Most Desperate Landscapes, Yard Crashers, Project Xtreme, Money Hunters, Blog Cabin, Deconstruction, Professional Grade and more.

Today, Matt is a licensed contractor, designer, realtor, and real estate entrepreneur. Matt is currently based in Missouri with his wife and son, and most recently starred in the HGTV show Built it Forward where community members are selected for a surprise home renovation of their dreams.

Sponsorship Opportunities

VIP Garden Party - $7,500 - Table of 10, prime table location, inclusion in all advertising to include: website, social media, printed and onstage material, name on table, acknowledgement on stage. Also includes a special table gift and ***VIP meet and greet with Matt Blashaw during cocktail hour.***

Sunflower Sponsor - $5,000 - Table of 10, prime table location, inclusion in all advertising to include: website, social media, printed and onstage material, name on table, acknowledgement on stage, and includes a special table gift.

Daisy Sponsor - $3,000 - 8 tickets, prime table location, inclusion in all advertising to include: website, social media, printed and onstage material, name on table.

Tulip Sponsor - $2,000 - 6 tickets, inclusion in advertising to include: website, social media, printed and onstage material.

Seed Sponsor - $1,000 - 4 tickets, recognition on social media and in the program.

Table of 10 - $1,250
Individual Tickets - $125

To Register: Scan the QR code, visit www.nwsoco.org, or contact Tamara Pleshek
tpleshek@nwsoco.org | (719) 423-4710

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

Date:
June 9, 2025
Employer ID number:
84-0747226
Form 990 required:
990 YES
Person to contact:
Name: Melissa D Fields
ID number: 0194416

NEIGHBORWORKS SOUTHERN COLORADO
1241 E ROUTT AVE
PUEBLO, CO 81004

Dear Sir or Madam:

We're responding to your request dated April 17, 2025, about your tax-exempt status.

We issued you a determination letter in March 1978, 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 Sections 509(a)(1) and 170(b)(1)(A)(vi).

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, 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 990-EZ, 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 990EZ
- 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 time).

Thank you for your cooperation.

Sincerely,

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 4168 (Rev. 9-2020)
Catalog Number 66666G

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,

NeighborWorks Southern Colorado, Inc.

is a

Nonprofit Corporation

formed or registered on 08/12/1977 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 19871330967 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 07/15/2025 that have been posted, and by documents delivered to this office electronically through 07/16/2025 @ 15:36:12 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 07/16/2025 @ 15:36:12 in accordance with applicable law. This certificate is assigned Confirmation Number 17496036 .

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 Aircraft 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
7/28/25	Latinas First Foundation 13th Annual Luncheon		$ 1,500.00		$ 38,509.88
7/28/25	Assistance League Pueblo - Holiday Fashion Show Preview		$ 2,500.00		$ 36,009.88
7/28/25	The Pueblo Historical Aircraft Society		$ 10,000.00		$ 26,009.88
7/28/25	Noche de Fiesta		$ 1,000.00		$ 25,009.88
7/28/25	NeighborWorks Southern Colorado		$ 2,000.00		$ 23,009.88
					$ 23,009.88
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City Clerk's Office Item # Q5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO NEIGHBORWORKS SOUTHERN COLORADO IN THE AMOUNT OF $2,000 TO SPONSOR THE CELEBRATION OF HOME ANNUAL FUNDRAISING DINNER AT 6:00 PM IN CSU PUEBLO'S OCCHIATO BALLROOM ON FRIDAY, AUGUST 15TH, 2025

SUMMARY:

Attached for consideration is a request for support of NeighborWorks Southern Colorado in the amount of $2,000 to sponsor the Celebration of Home annual fundraising dinner at 6:00 PM in CSU Pueblo's Occhiato Ballroom on Friday, August 15th, 2025. This sponsorship tier includes 6 tickets to the event and recognition on the website, social media, print, and the onstage material.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Dennis Flores is requesting $2,000 to sponsor NeighborWorks Southern Colorado Celebration of Home annual fundraising dinner. The fundraising dinner will take place on Friday, August 15th, 2025, at 6:00 PM in CSU Pueblo's Occhiato Ballroom.

NeighborWorks' mission is to promote healthy, vibrant neighborhoods and be the first choice for home buyer resources in Southern Colorado. Funds raised at this dinner are designated to support and sustain the essential programs that drive our mission of fostering financial education, affordable housing development, lending and community empowerment. They provided education for over 2,300 families last year, preserved 186 homes, created 514 new homeowners, provided over $2 million dollars in down-payment assistance to low and moderate income families, served over 4,400

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

individuals through food initiatives, and provided $3.5 million in small business lending to local businesses; investing over $166 million back into the community.

Cocktail hour will begin at 6pm, followed by dinner at 7pm. This year's theme is "Garden Party", featuring HGTV's Matt Blashaw as the keynote speaker. They are anticipating 300–400 attendees including of many partners, community members, and residents.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of $2,000 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to NeighborWorks Southern Colorado.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. Sponsorship Request - NeighborWorks Southern Colorado - Annual Celebration of Home
2. SOS Neighbor works of Southern Colorado Pulled 7.16.25
3. 2025 Contingencies (Council) NeighborWorks Southern Colorado

Docusign Envelope ID: AC86F9F3-EFDF-4FA3-B968-34FAB7AB2DCA

RESOLUTION NO.16073

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO NEIGHBORWORKS SOUTHERN COLORADO IN THE AMOUNT OF $2,000 TO SPONSOR THE CELEBRATION OF HOME ANNUAL FUNDRAISING DINNER AT 6:00 PM IN CSU PUEBLO'S OCCHIATO BALLROOM ON FRIDAY, AUGUST 15TH, 2025

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of $2,000 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to NeighborWorks Southern Colorado to sponsor the Celebration of Home annual fundraising dinner at 6:00 PM in CSU Pueblo's Occhiato Ballroom on Friday, August 15th, 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 28, 2025

BY: Dennis Flores
MEMBER OF CITY COUNCIL

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

ATTESTED BY: DocuSigned by: 7C02EBDEFC3D43C...
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

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

Docusign Envelope ID: 7A42A517-7A91-49A1-A202-078DEBEE572D

City Clerk's Office Item # N1

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) Taxi Lane 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) Taxi Lane 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

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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

Docusign Envelope ID: 7A42A517-7A91-49A1-A202-078DEBEE572D

ORDINANCE NO.10992

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) Taxi lane 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) Taxi Lane 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.

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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 July 14, 2025.

Final adoption of Ordinance by City Council on July 28, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 7/30/2025 | 8:51 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

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:

Confidential and Proprietary Information

(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: _____

Confidential and Proprietary Information

Docusign Envelope ID: E4DCE78C-CCAF-40D8-A4ED-6811C6299D5C

City Clerk's Office Item # N2

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.

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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)

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ORDINANCE NO. 10993

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

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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 July 14, 2025.

Final adoption of Ordinance by City Council on July 28, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 7/30/2025 | 8:52 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

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

Docusign Envelope ID: 057CE746-C3FA-4A9A-BE7C-4BF671E9E6D0

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.**

Docusign Envelope ID: 057CE746-C3FA-4A9A-BE7C-4BF671E9E6D0

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

Docusign Envelope ID: 057CE746-C3FA-4A9A-BE7C-4BF671E9E6D0

EXHIBIT C -
RESERVED

Docusign Envelope ID: 057CE746-C3FA-4A9A-BE7C-4BF671E9E6D0

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

Docusign Envelope ID: 057CE746-C3FA-4A9A-BE7C-4BF671E9E6D0

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:

Docusign Envelope ID: 057CE746-C3FA-4A9A-BE7C-4BF671E9E6D0

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: _____

Docusign Envelope ID: FFA642E5-7BC3-479E-82B1-81A789761CB6

City Clerk's Office Item # R3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Melissa Cook, Director Department of Housing & Citizen Services

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:

Docusign Envelope ID: FFA642E5-7BC3-479E-82B1-81A789761CB6

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

Docusign Envelope ID: FFA642E5-7BC3-479E-82B1-81A789761CB6

ORDINANCE NO. 10994

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.

Docusign Envelope ID: FFA642E5-7BC3-479E-82B1-81A789761CB6

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 July 14, 2025

Final adoption of Ordinance by City Council on July 28, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 7/30/2025 | 8:52 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

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

Docusign Envelope ID: 8C22D514-FC50-4B1B-94FB-7867733E0850

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: 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 BUIDINGS 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)

Docusign Envelope ID: 8C22D514-FC50-4B1B-94FB-7867733E0850

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

Docusign Envelope ID: 8C22D514-FC50-4B1B-94FB-7867733E0850

ORDINANCE NO.10995

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 BUIDINGS 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 $56,379.57 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

Docusign Envelope ID: 8C22D514-FC50-4B1B-94FB-7867733E0850

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 July 14, 2025.

Final adoption of Ordinance by City Council on July 28, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 7/30/2025 | 9:10 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

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

Docusign Envelope ID: 4B439D7D-099D-4A33-B9F8-A56CA29EF753

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: 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 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 BUIDINGS 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)

Docusign Envelope ID: 4B439D7D-099D-4A33-B9F8-A56CA29EF753

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

Docusign Envelope ID: 4B439D7D-099D-4A33-B9F8-A56CA29EF753

ORDINANCE NO.10996

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 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 BUIDINGS 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

Docusign Envelope ID: 4B439D7D-099D-4A33-B9F8-A56CA29EF753

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 July 14, 2025.

Final adoption of Ordinance by City Council on July 28, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB402...
President of City Council

Action by the Mayor:

☒ Approved on 7/30/2025 | 9:45 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

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.

Docusign Envelope ID: 48874D8B-67ED-42C8-9169-0AE28116A1A4

City Clerk's Office Item # R6

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:

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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

Docusign Envelope ID: 48874D8B-67ED-42C8-9169-0AE28116A1A4

ORDINANCE NO.10997

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 July 14, 2025.

Final adoption of Ordinance by City Council on July 28, 2025

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 48874D8B-67ED-42C8-9169-0AE28116A1A4

Action by the Mayor:

☒ Approved on 7/30/2025 | 9:45 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

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

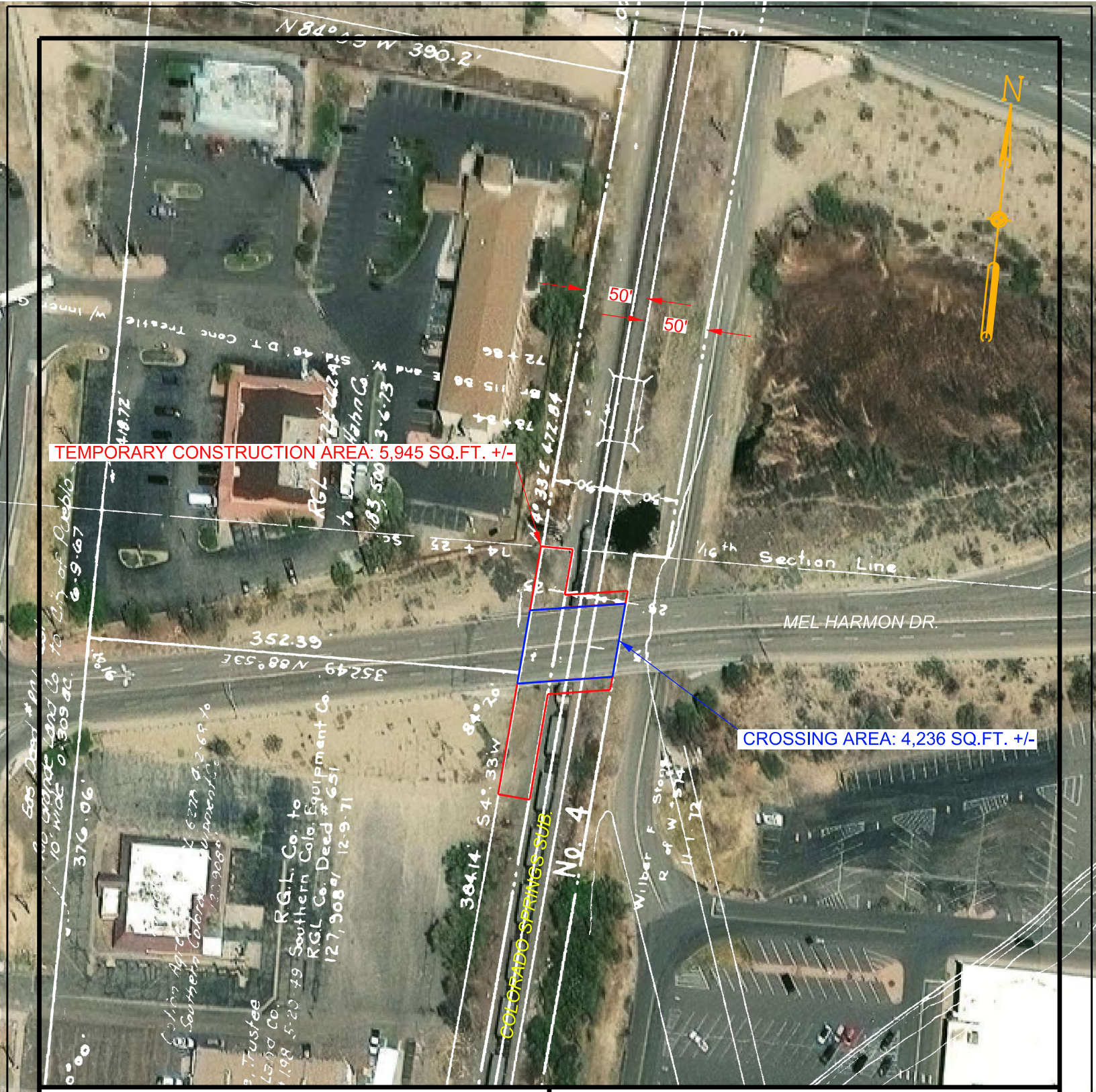
By_____

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).

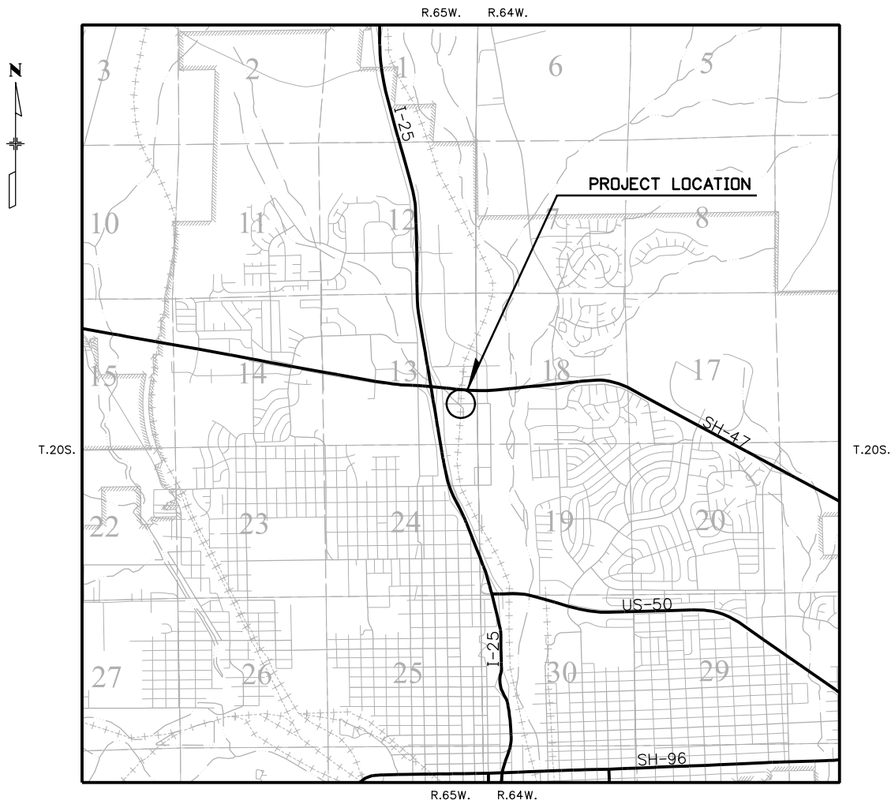
CITY OF PUEBLO, COLORADO

BRIDGE REHABILITATION OF
MEL HARMON DRIVE OVER D&RGW RAILROAD

CITY PROJECT NUMBER 21-053
CDOT PROJECT NUMBER BRO M086-079 (22616)

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.



LOCATION MAP

0 0.5 Miles 1 Mile 2 Miles

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
File Name: 163784_Title.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
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

As Constructed	
No Revisions:	
Revised:	
Void:	

Contract Information	
Contractor:	
Resident Engineer:	
Project Engineer:	
PROJECT STARTED: __/__/__	ACCEPTED: __/__/__
Comments:	

SEH Project No.	
163784	
-	
Sheet Number	1

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PLAN NUMBER	M STANDARD TITLE	PAGE NUMBER
☐ M-100-1	STANDARD SYMBOLS (3 SHEETS)	1-3
☐ M-100-2	ACRONYMS AND ABBREVIATIONS (4 SHEETS)	4-7
☐ M-203-1	APPROACH ROADS	8
☐ M-203-2	DITCH TYPES	9
☐ M-203-11	SUPERELEVATION CROWNED AND DIVIDED HIGHWAYS (3 SHEETS)	10-12
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☐ M-206-1	EXCAVATION AND BACKFILL FOR STRUCTURES (2 SHEETS)	15-16
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☐ M-210-1	MAILBOX SUPPORTS (2 SHEETS)	30-31
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☐ M-216-1	SOIL RETENTION COVERING (2 SHEETS)	33-34
☐ M-412-1	CONCRETE PAVEMENT JOINTS (9 SHEETS) ***(REVISED ON JANUARY 31, 2022)***	~~35-39~~
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☐ M-510-1	STRUCTURAL PLATE PIPE H-20 LOADING	40
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☐ M-601-10	HEADWALL FOR PIPES	47
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☐ M-603-4	CORRUGATED POLYETHYLENE PIPE (AASHTO M294) AND CORRUGATED POLYPROPYLENE PIPE (AASHTO M330) (2 sheets) ***(REVISED ON MARCH 7, 2022)***	~~58~~
☐ M-603-5	POLYVINYL CHLORIDE (PVC) PIPE (AASHTO M304)	59
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☐ M-603-10	CONCRETE AND METAL END SECTIONS	61
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■ M-606-1	MIDWEST GUARDRAIL SYSTEM TYPE 3 W-BEAM 31 INCHES (19 SHEETS) ***(REVISED ON MARCH 5, 2020)***	~~79-97~~
☐ M-606-13	GUARDRAIL TYPE 7 F-SHAPE BARRIER (4 SHEETS)	98-101
☐ M-606-14	PRECAST TYPE 7 CONCRETE BARRIER (4 SHEETS) ***(REVISED ON FEBRUARY 9, 2023)***	~~102-104~~
☐ M-606-15	GUARDRAIL TYPE 9 SINGLE SLOPE BARRIER (11 SHEETS) ***(REVISED ON FEBRUARY 17, 2023)***	~~105-115~~
☐ M-607-1	WIRE FENCES AND GATES (3 SHEETS)	116-118
■ M-607-2	CHAIN LINK FENCE (3 SHEETS)	119-121
☐ M-607-3	BARRIER FENCE	122
☐ M-607-4	DEER FENCE, GATES, AND GAME RAMPS (7 SHEETS) ***(REVISED ON JULY 13, 2020)***	~~123-127~~
☐ M-607-10	PICKET SNOW FENCE	128
☐ M-607-15	ROAD CLOSURE GATE (9 SHEETS)	129-137
☐ M-608-1	CURB RAMPS (10 SHEETS)	138-147
■ M-609-1	CURBS, GUTTERS, AND SIDEWALKS (4 SHEETS)	148-151
☐ M-611-1	CATTLE GUARD (2 SHEETS)	152-153
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☐ M-614-1	RUMBLE STRIPS (3 SHEETS)	156-158
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☐ M-615-1	EMBANKMENT PROTECTOR TYPE 3	161
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☐ M-616-1	INVERTED SIPHON	163
☐ M-620-1	FIELD LABORATORY CLASS 1	164
☐ M-620-2	FIELD LABORATORY CLASS 2 (2 SHEETS)	165-166
■ M-620-11	FIELD OFFICE CLASS 1	167
☐ M-620-12	FIELD OFFICE CLASS 2	168
☐ M-629-1	SURVEY MONUMENTS (2 SHEETS)	169-170

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
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☐ 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	
File Name: 163784_SPL.dgn	
Horiz. Scale: 1:1	Vert. Scale: As Noted
Unit Information	Unit Leader Initials

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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:	

STANDARDS PLANS LIST			
Designer: S.E. Kaye	Structure Numbers	-	
Detailer: D.W. Sundeen			
Sheet Subset: SPL	Subset Sheets: 1 of 1	Sheet Number	2

SEH Project No. 163784 -

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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		
File Name: 163784_General Notes.dgn	Date:	Comments	Init.
Horiz. Scale: 1:1 Vert. Scale: As Noted			
Unit Information Unit Leader Initials			
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City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

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.

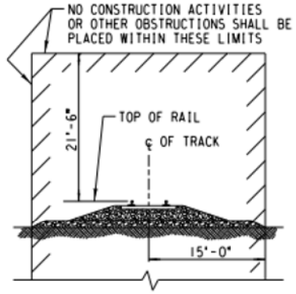
8. PERMANENT CLEARANCE ENVELOPE: THE MINIMUM PERMANENT VERTICAL CLEARANCE SHALL BE 23 -4 MEASURED FROM TOP OF HIGHEST RAIL TO THE LOWEST OBSTRUCTION UNDER THE STRUCTURE. THE EXTENT OF THIS VERTICAL CLEARANCE SHALL BE A MINIMUM OF 9 FEET TO THE FIELD SIDE OF THE OUTERMOST EXISTING OR FUTURE TRACKS, MEASURED 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.



MINIMUM CONSTRUCTION CLEARANCE ENVELOPE
(NORMAL TO RAILROAD)

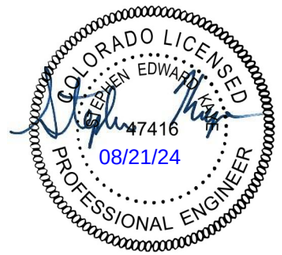
ADDITIONAL RAILROAD NOTES

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.



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Print Date: 8/16/2024	Sheet Revisions			As Constructed	GENERAL NOTES
File Name: 163784_General Notes.dgn	Date:	Comments	Init.	No Revisions:	Designer: S.E. Kaye
Horiz. Scale: 1:1 Vert. Scale: As Noted				Revised:	Detailer: D.W. Sundeen
Unit Information Unit Leader Initials				Void:	Sheet Subset: NOTES
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	Structure Numbers: - Subset Sheets: 2 of 2

SEH Project No. 163784 | - | Sheet Number 4

INDEX			CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	Roadway				Bridge						PROJECT TOTALS	
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
Unit Information Unit Leader Initials

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Sheet Revisions

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City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

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SUMMARY OF APPROXIMATE QUANTITIES

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: SOAQ
Structure Numbers: -
Subset Sheets: 1 of 2

SEH Project No. 163784

Sheet Number 5

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INDEX			CONTRACT ITEM NO.	CONTRACT ITEM	UNIT	Roadway				Bridge						PROJECT TOTALS	
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 KAYE
47416
08/21/24
PROFESSIONAL ENGINEER

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Unit Information Unit Leader Initials

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Sheet Revisions

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Department of Public Works
211 East D Street
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SUMMARY OF APPROXIMATE QUANTITIES (ALTERNATES)

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: SOAQ
Structure Numbers: -
Subset Sheets: 2 of 2

SEH Project No. 163784 -
Sheet Number 6

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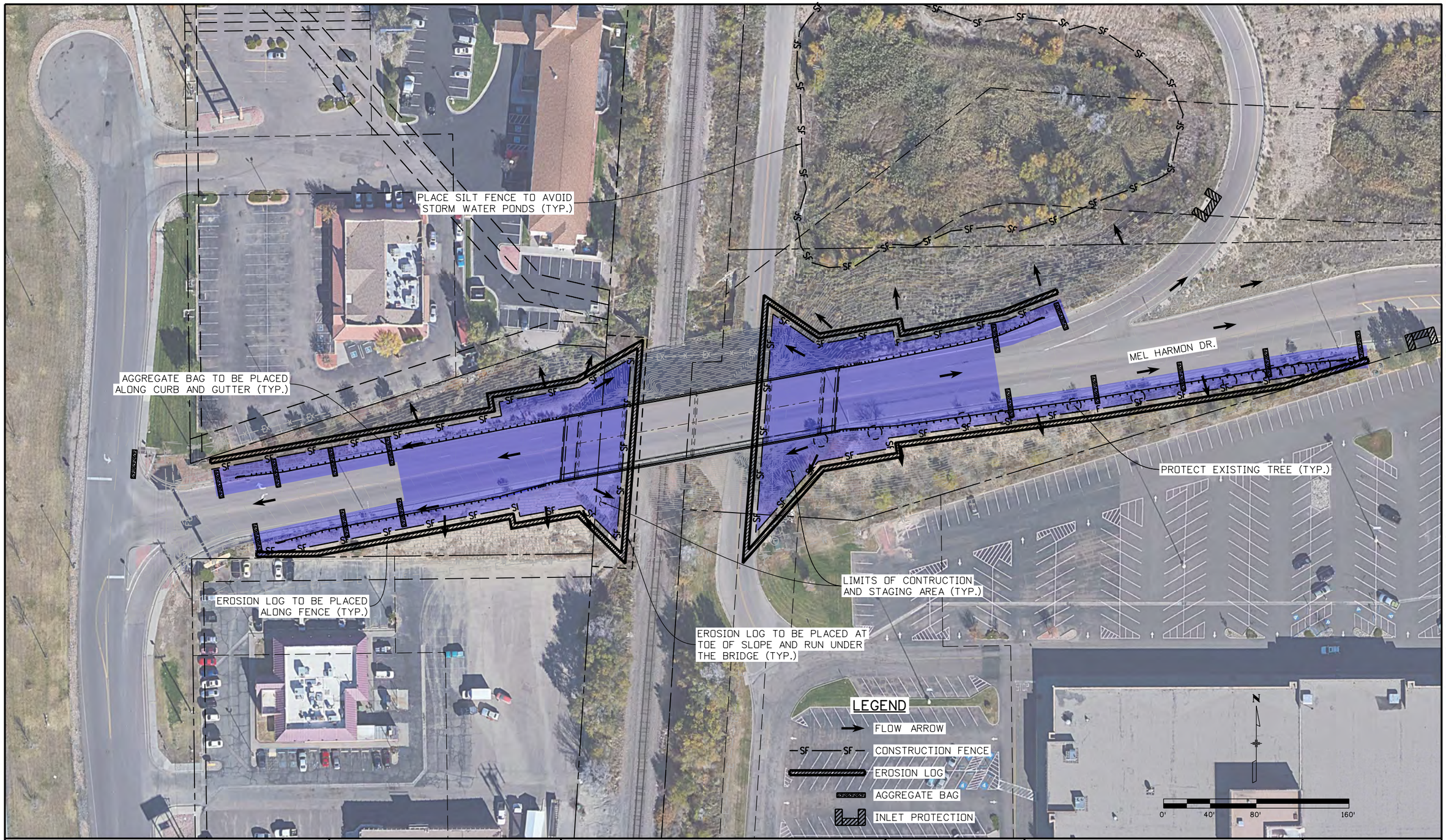

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Print Date: 11/8/2023	Sheet Revisions		
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Horiz. Scale: 1:80 Vert. Scale: As Noted			
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211 East D Street
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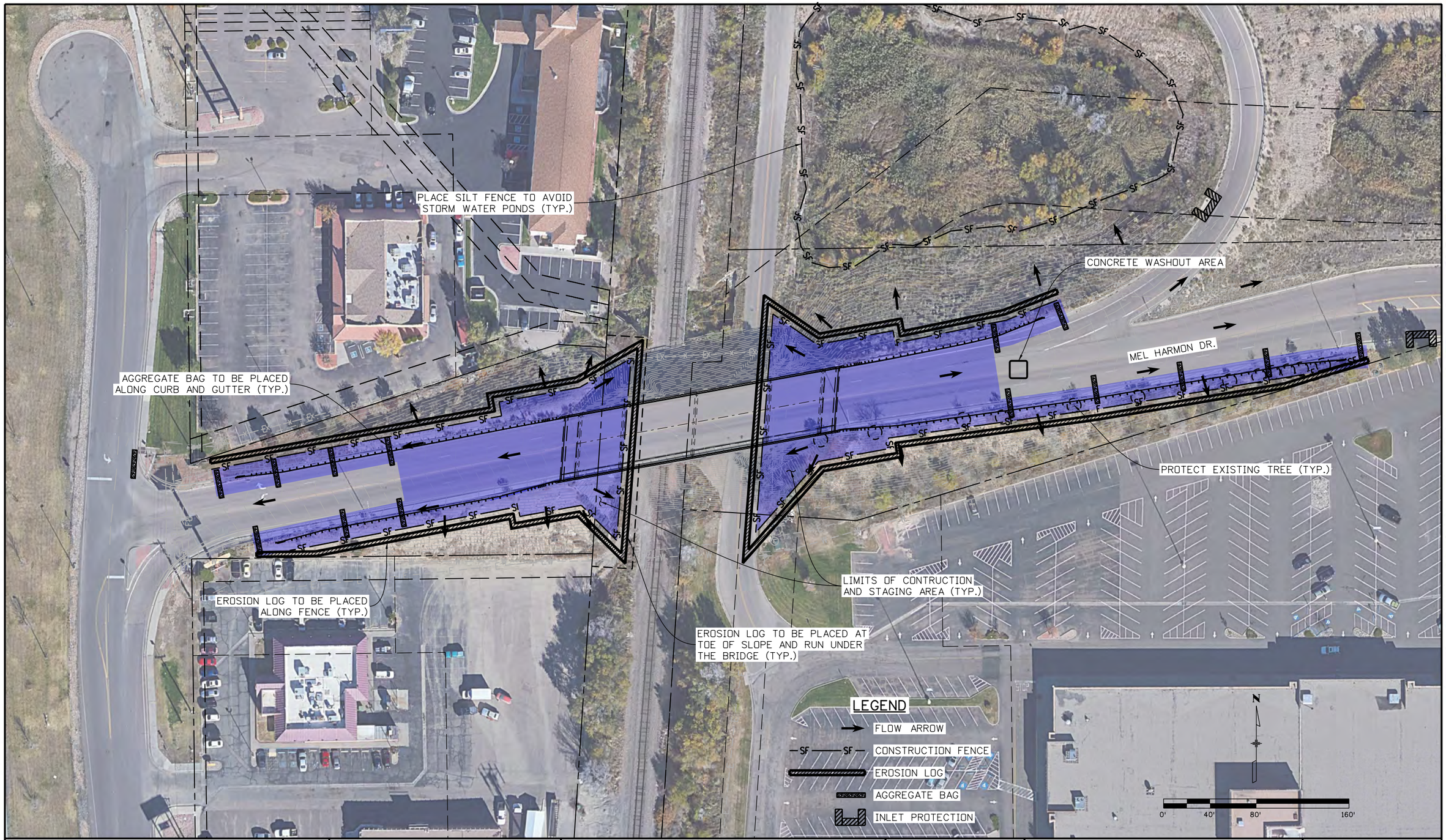
EROSION CONTROL PLAN (INITIAL)

Designer:	S.E. Kaye	Structure Numbers	-
Detailer:	D.W. Sundeen		
Sheet Subset:	EC	Subset Sheets:	1 of 3

SEH Project No.
163784
-
Sheet Number 7



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Print Date: 11/8/2023
File Name: 163784_Erosion Control.dgn
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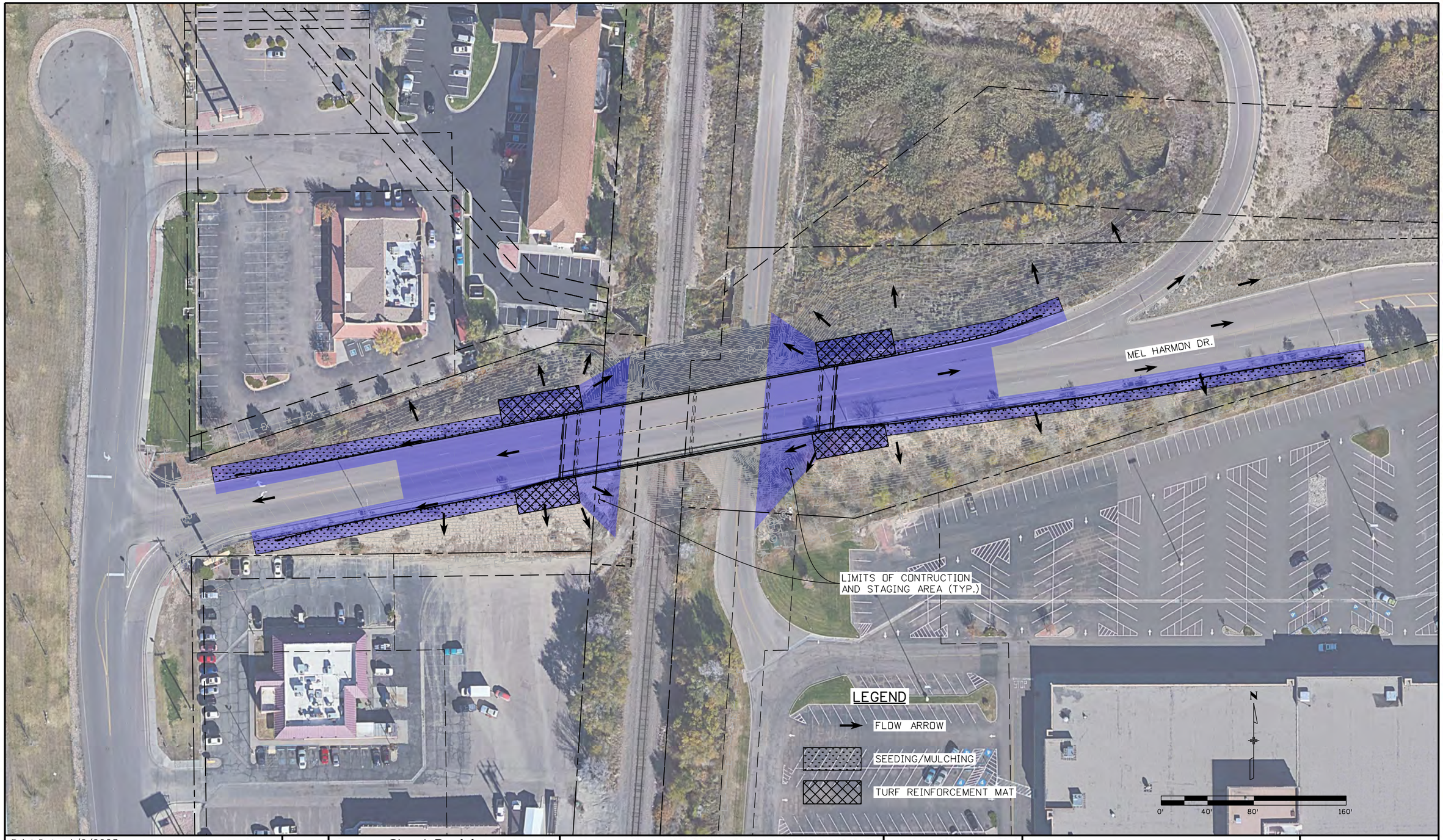
EROSION CONTROL PLAN (INTERIM)

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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Horiz. Scale: 1:80 Vert. Scale: As Noted			
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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 or 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.

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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Print Date: 8/18/2022	Sheet Revisions		
File Name: 163784_SWMP.dgn	Date:	Comments	Init.
Horiz. Scale: 1:1 Vert. Scale: As Noted			
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As Constructed	STORMWATER MANAGEMENT PLAN		SEH Project No.
No Revisions:			163784
Revised:	Designer: S.E. Kaye	Structure Numbers: -	-
Void:	Detailer: D.W. Sundeen		
	Sheet Subset: SWMP	Subset Sheets: 3 of 8	Sheet Number 12

Template Revised 2.25.2022

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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Print Date: 8/18/2022
File Name: 163784_SWMP.dgn
Horiz. Scale: 1:1 Vert. Scale: As Noted
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Sheet Revisions

Date:	Comments	Init.

City of Pueblo
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As Constructed
No Revisions:
Revised:
Void:

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**				
	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				

Print Date: 8/26/2022
File Name: 163784_SWMP.dgn
Horiz. Scale: 1:1 Vert. Scale: As Noted
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Sheet Revisions

Date:	Comments	Init.

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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.

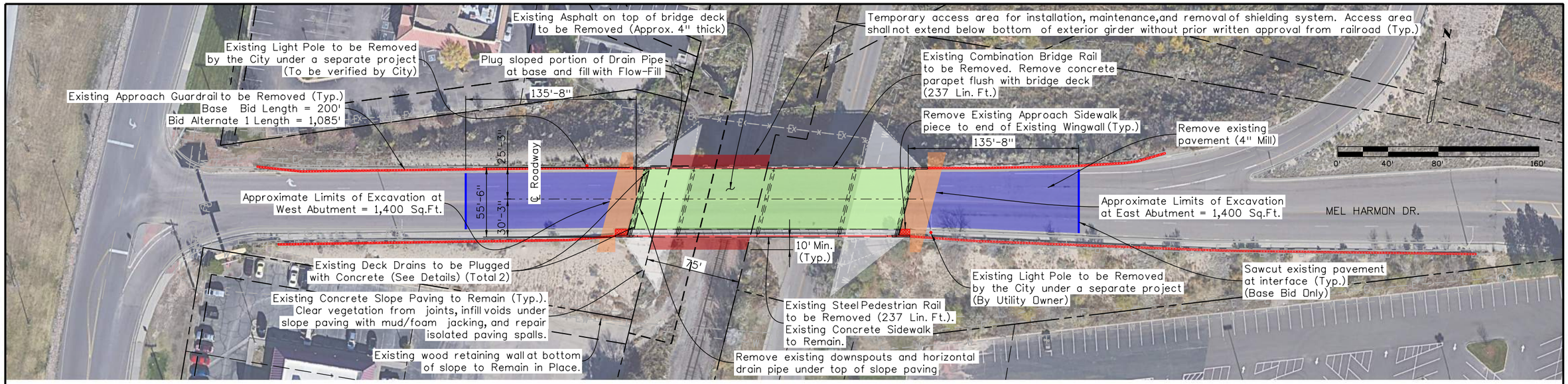
10. BIOLOGICAL IMPACTS and DEWATERING

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]



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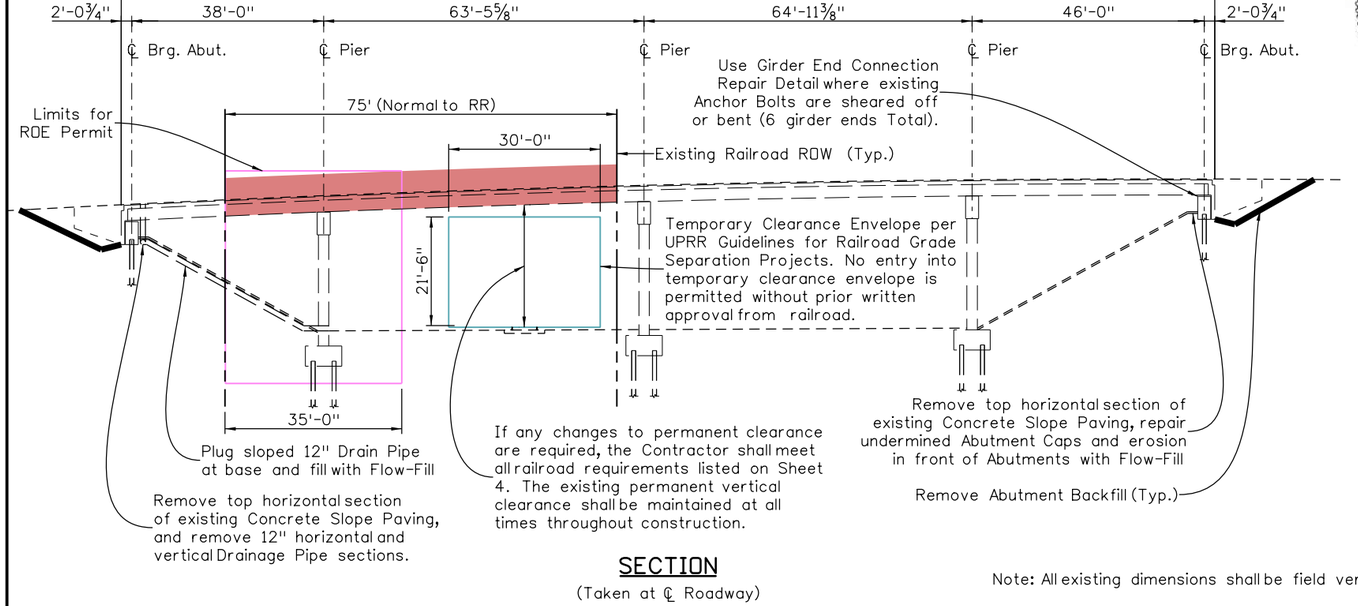

SECTION

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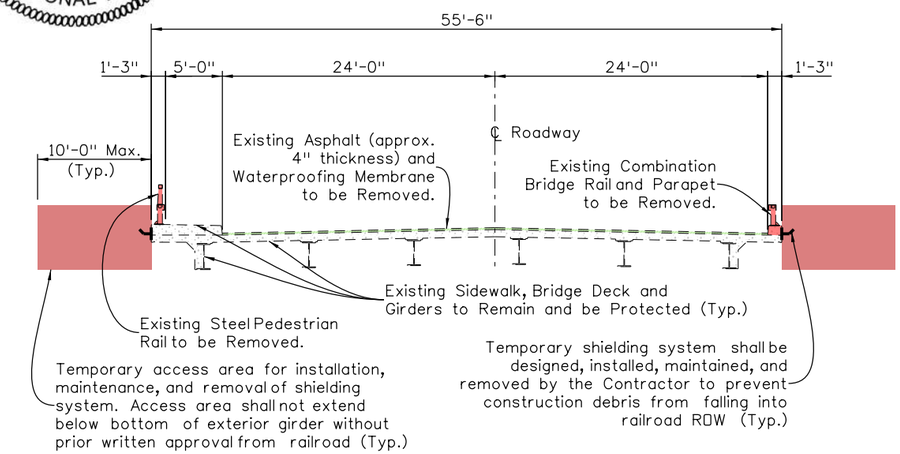

TYPICAL SECTION

(Looking West)

Note: All existing dimensions shall be field verified by Contractor.

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STEPHEN EDWARD KAYE
47416
10/10/2024
PROFESSIONAL ENGINEER

Print Date: 10/10/2024	Sheet Revisions		
File Name: 163784_Removal Plan.dgn	Date:	Comments	Init.
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
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(800) 490-4966
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City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

As Constructed	REMOVAL AND REPAIR PLAN			SEH Project No.
No Revisions:				163784
Revised:	Designer: S.E. Kaye	Structure Numbers	-	-
Void:	Detailer: D.W. Sundeen			
	Sheet Subset: BRIDGE	Subset Sheets: 1 of 12		Sheet Number 18

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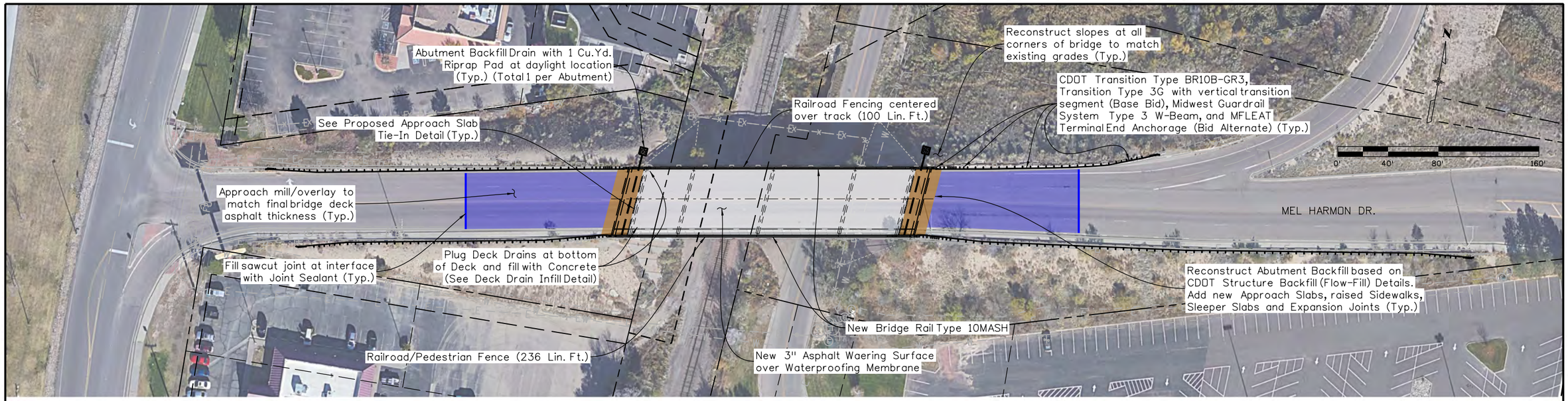

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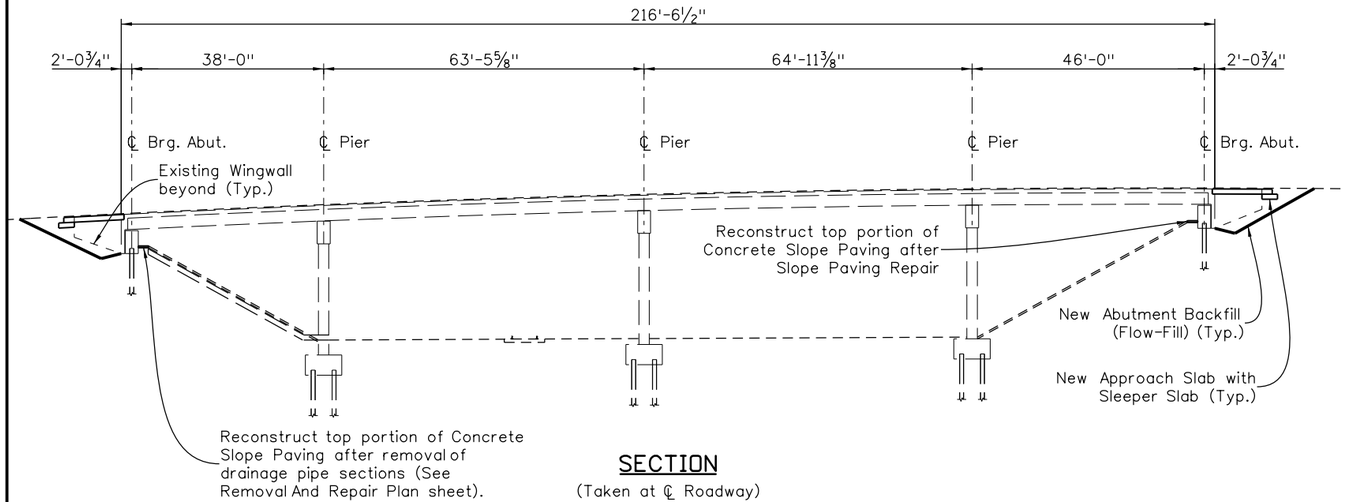

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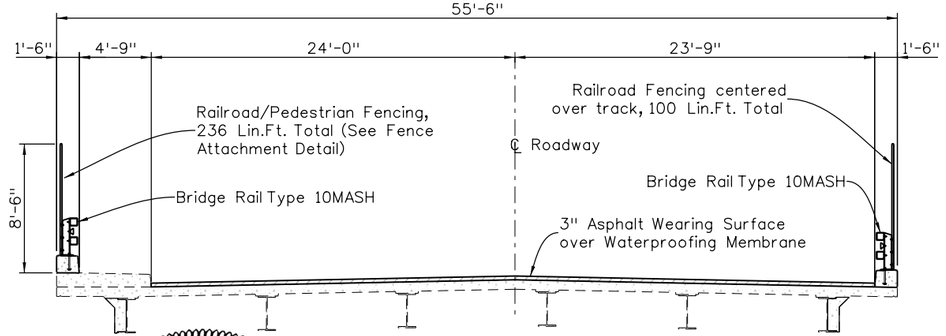

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TYPICAL SECTION

(Looking West)

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Unit Information Unit Leader Initials				Void:	Sheet Number 19

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Pueblo, Colorado 81003

CONSTRUCTION PLAN

Designer:	S.E. Kaye	Structure Numbers	-
Detailer:	D.W. Sundeen		
Sheet Subset:	BRIDGE	Subset Sheets:	2 of 12

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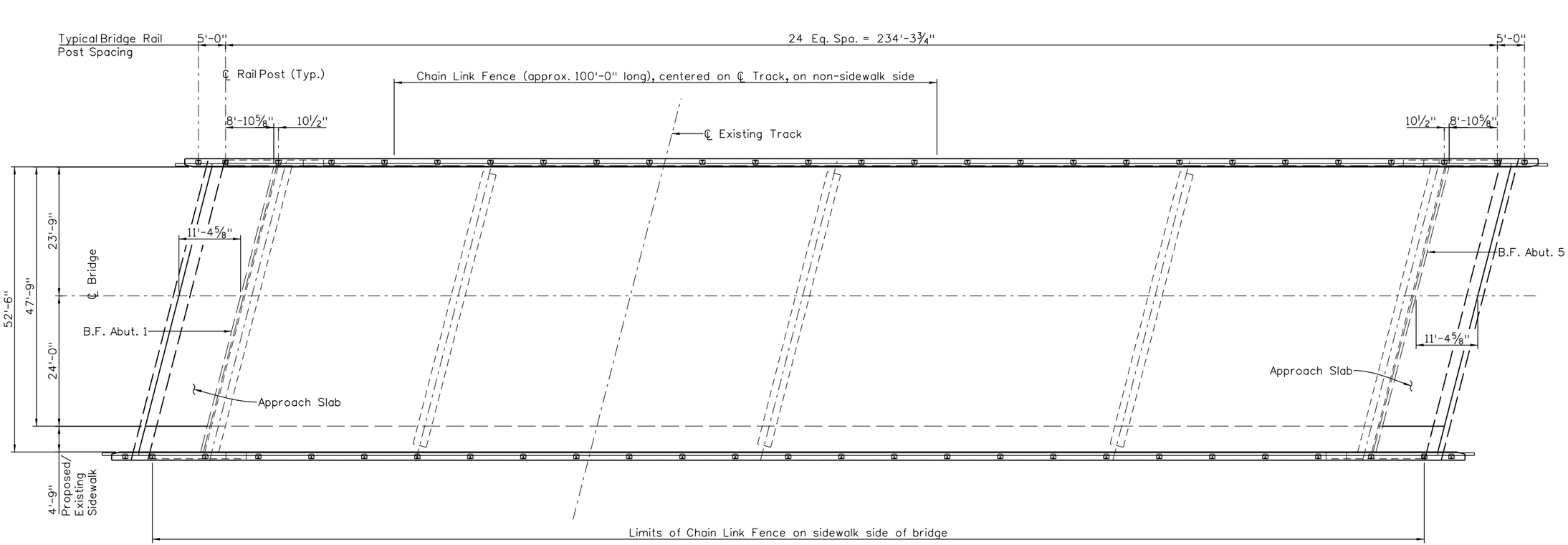

CONSTRUCTION LAYOUT

Note: Adjust proposed Bridge Rail Post spacing to avoid existing post locations.

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File Name: 163784_Construction Layout.dgn	Date:	Comments	Init.
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Unit Information Unit Leader Initials			

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Pueblo, Colorado 81003

As Constructed
No Revisions:
Revised:
Void:

CONSTRUCTION LAYOUT

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: BRIDGE
Structure Numbers: -
Subset Sheets: 3 of 12

SEH Project No. 163784

-

Sheet Number 20

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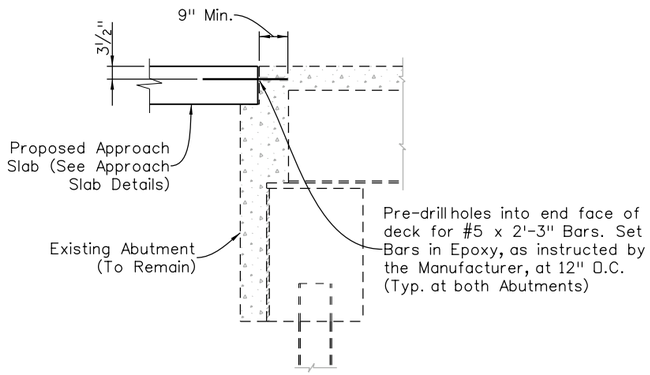
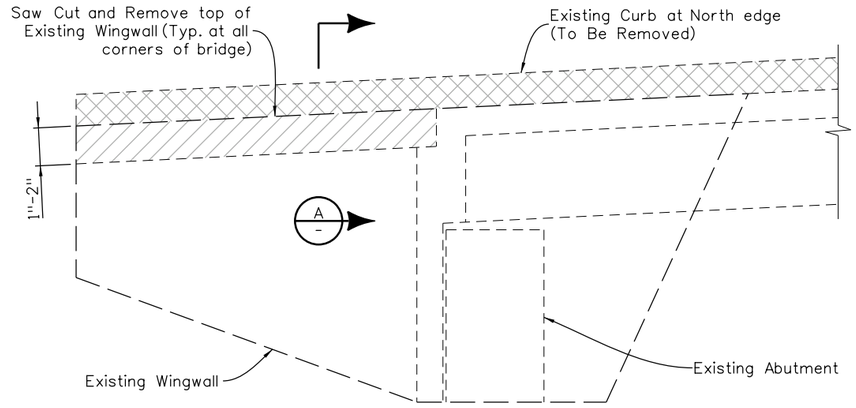
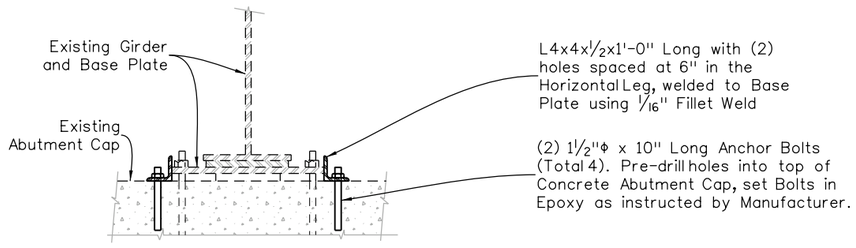


APPROACH SLAB TIE-IN DETAIL

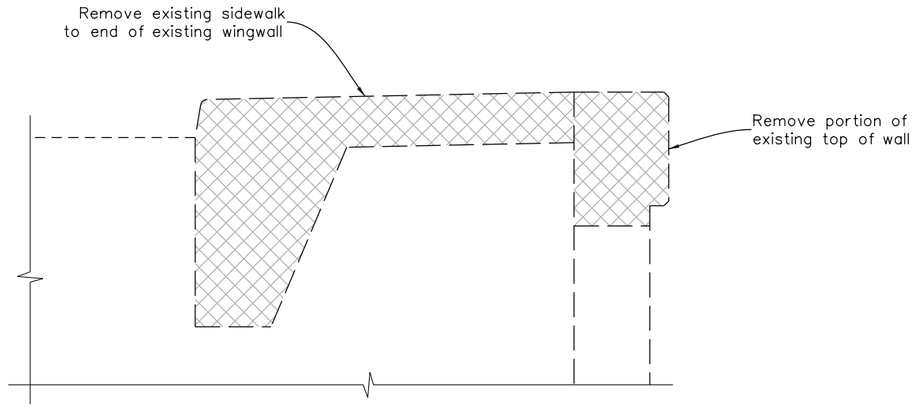
Note: Existing rebar shall be located prior to drilling. No existing rebar shall be damaged during drilling. Any rebar damaged shall be repaired by Contractor at no additional cost to the project.



EXISTING WINGWALL MODIFICATION DETAIL



GIRDER END CONNECTION REPAIR DETAIL



SECTION A

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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
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 Subset: BRIDGE / Subset Sheets: 4 of 12

SEH Project No. 163784 – Sheet Number 21

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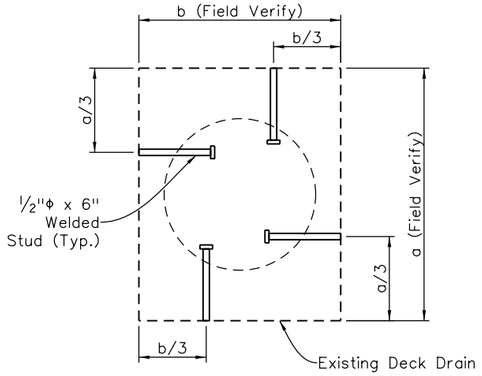
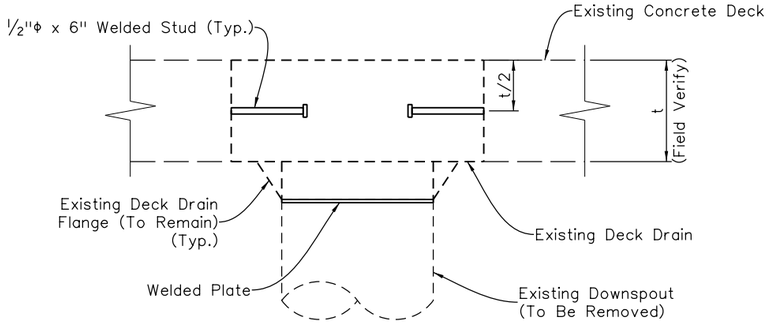
NORTH DRAIN

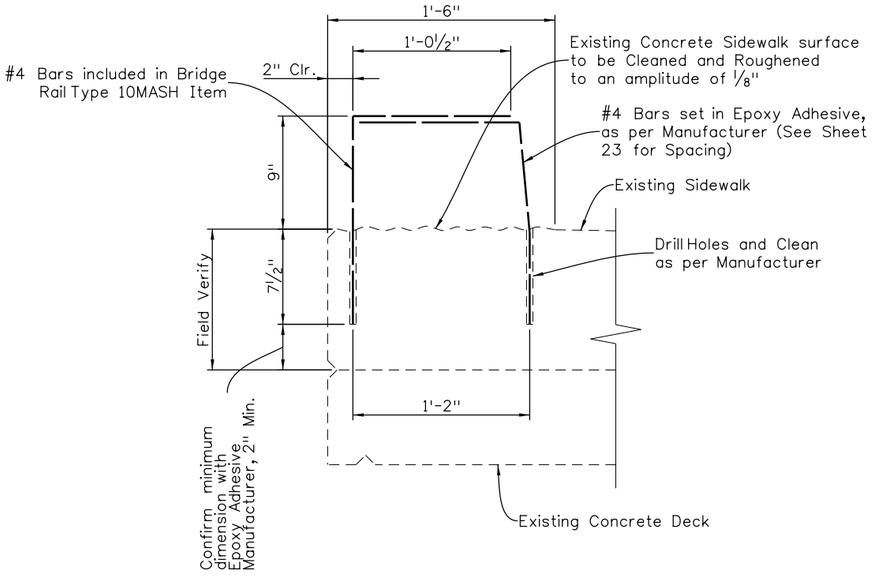
SOUTH DRAIN



PLAN



ELEVATION



SOUTH SIDE - LOOKING WEST

DECK DRAIN INFILL DETAILS

NOTES:

1.) Remove and dispose grate cover and downspout pipe.

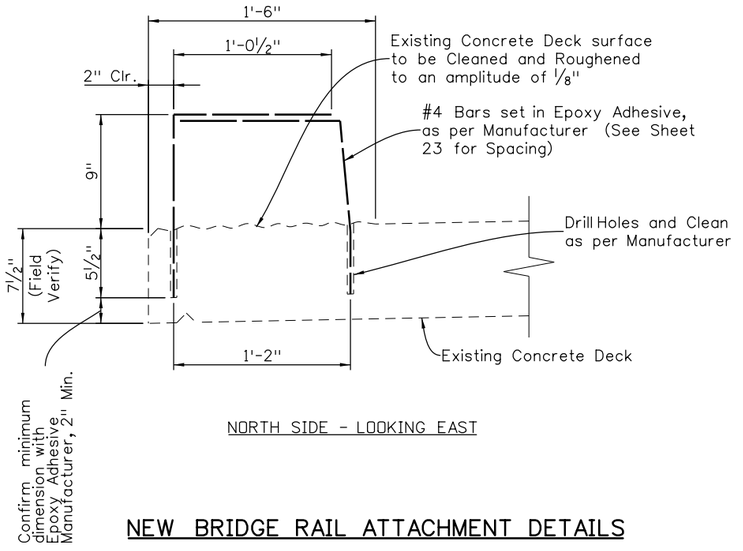
2.) Clean inside and underneath the drain from debris and corrosion.

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.
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City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

MISCELLANEOUS DETAILS

Designer:	S.E. Kaye	Structure Numbers	-
Detailer:	D.W. Sundeen		
Sheet Subset:	BRIDGE	Subset Sheets:	5 of 12

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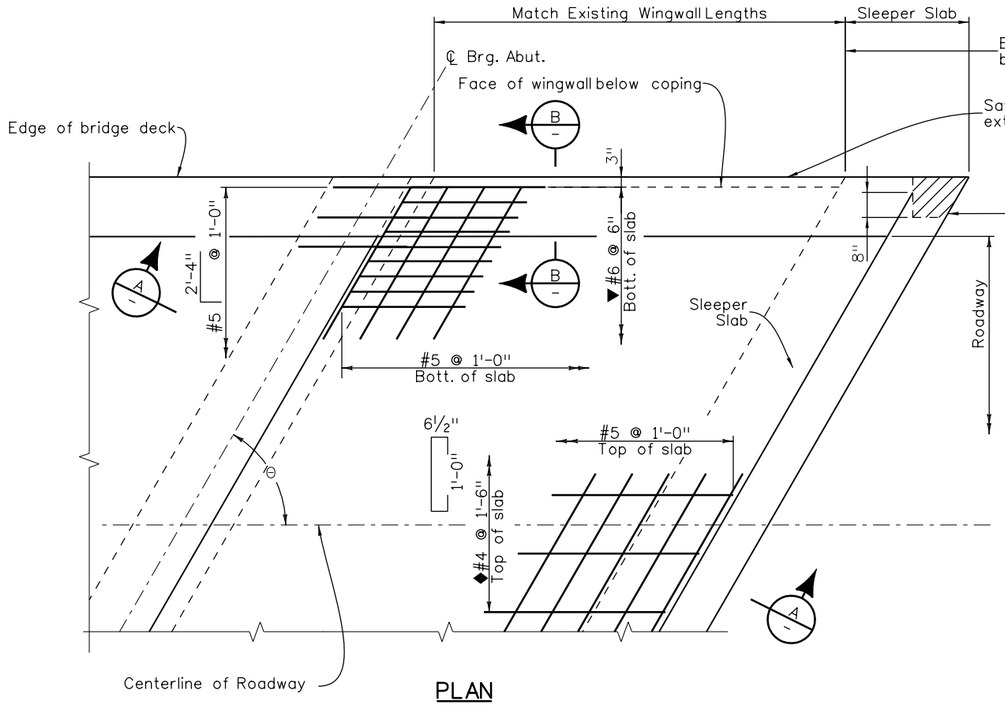
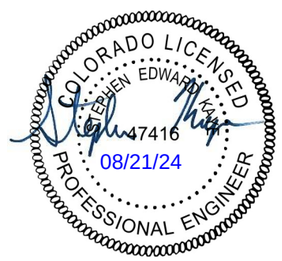
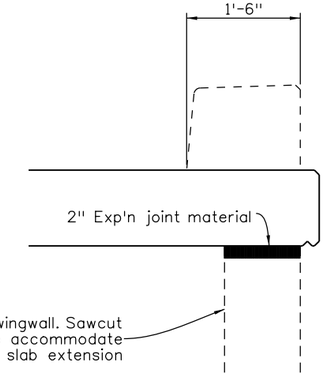
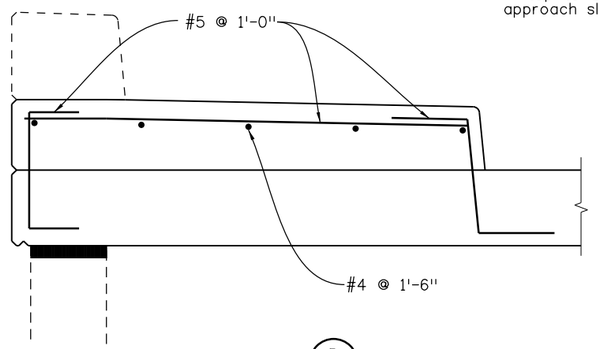






SECTION B

North Side of Bridge



SECTION B

South Side of Bridge

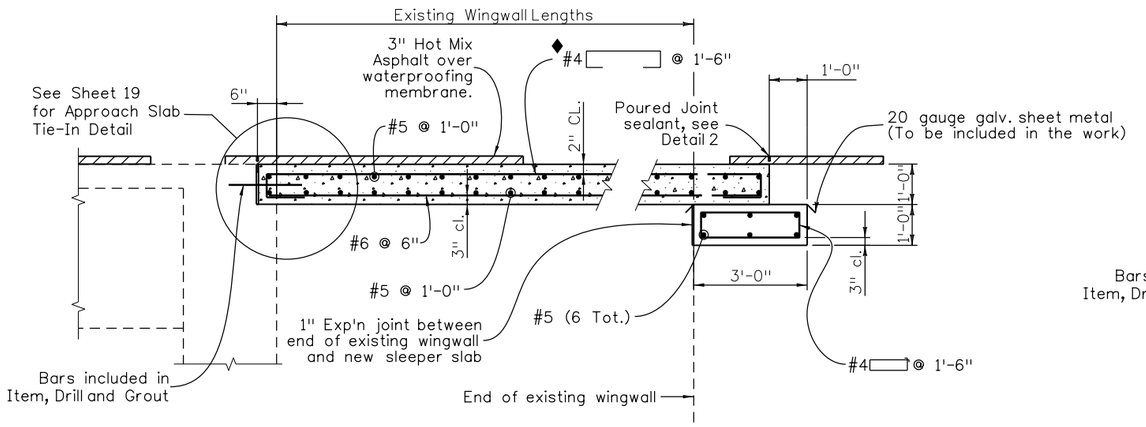
NOTES:

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.

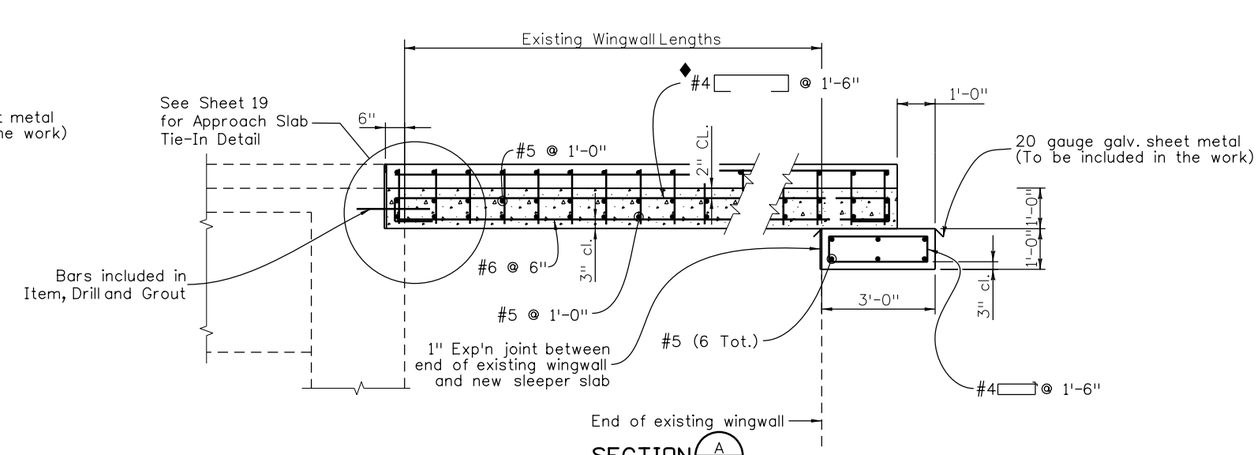
2" expansion joint material shall meet AASHTO Spec. M213.

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			As Constructed	APPROACH SLAB DETAILS
File Name: 163784_Approach Slab.dgn		Date:	Comments	Init.	No Revisions:	Designer: S.E. Kaye / Structure Numbers: -
Horiz. Scale: 1:1 Vert. Scale: As Noted					Revised:	Detailer: D.W. Sundeen
Unit Information Unit Leader Initials					Void:	Sheet Subset: BRIDGE / Subset Sheets: 6 of 12
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	SEH Project No. 163784 / Sheet Number 23

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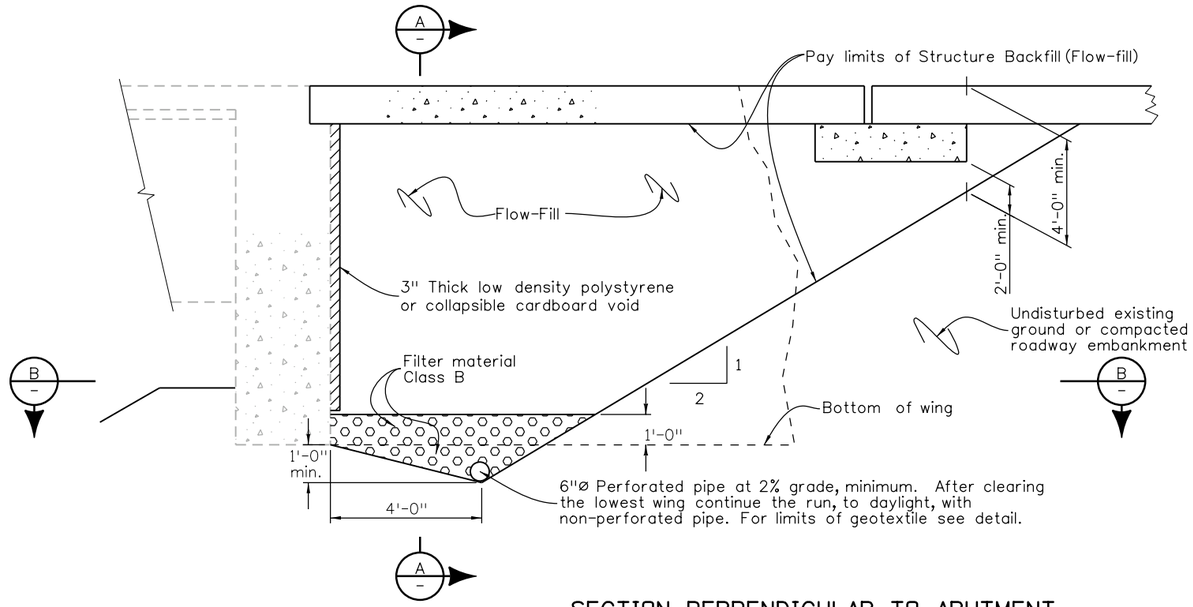

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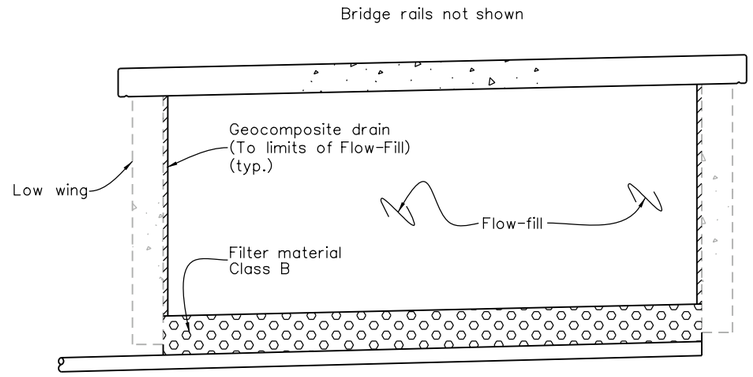

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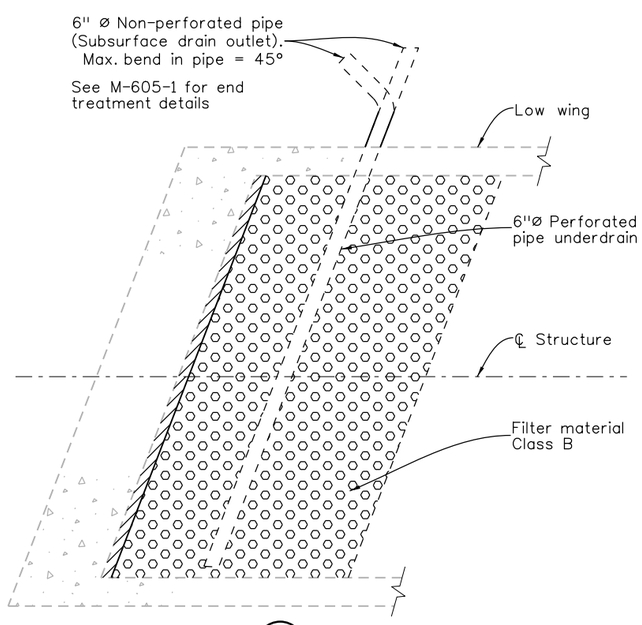

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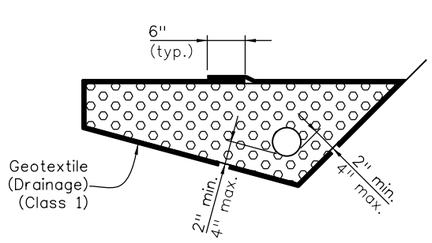

6 INCH PERFORATED PIPE UNDERDRAIN

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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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)	SEH Project No.
File Name: 163784_Backfill-Flowfill.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	
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 Subset: BRIDGE / Subset Sheets: 7 of 12	Sheet Number 24

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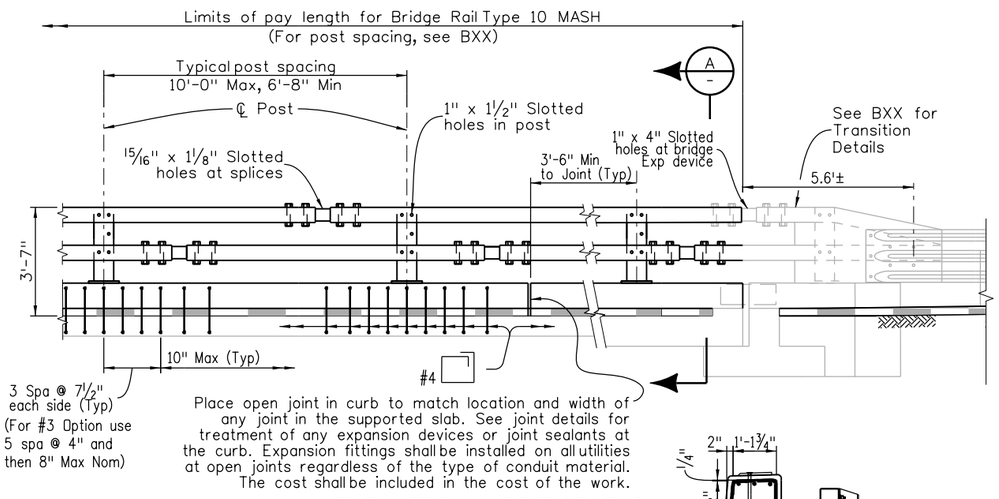
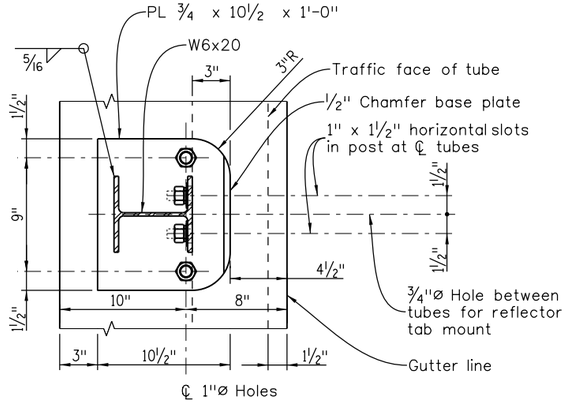
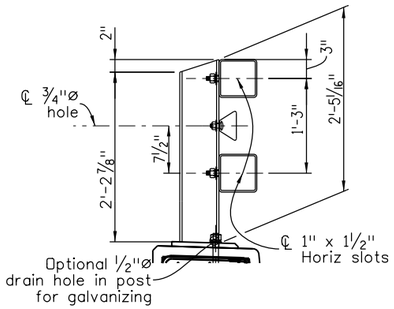


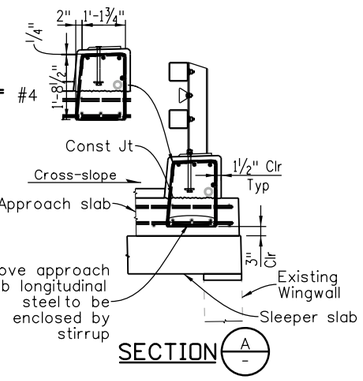
ELEVATION - BRIDGE RAIL



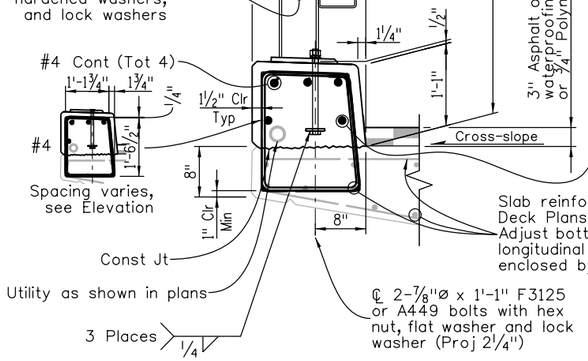
PLAN - POST DETAIL



POST ELEVATION

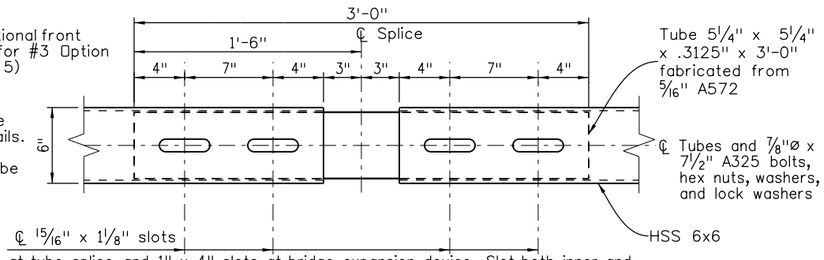


SECTION



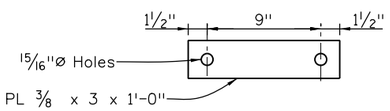
BRIDGE TYPICAL SECTION

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	
No Revisions:	
Revised:	
Void:	

MODIFIED BRIDGE RAIL TYPE 10MASH

Designer:	S.E. Kaye	Structure Numbers	-
Detailer:	D.W. Sundeen		
Sheet Subset:	BRIDGE	Subset Sheets:	8 of 12

SEH Project No. 163784 | - | Sheet Number 25

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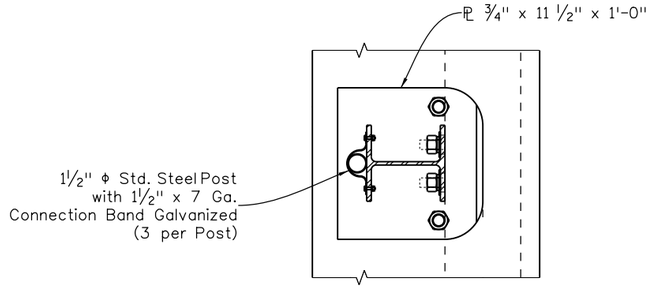
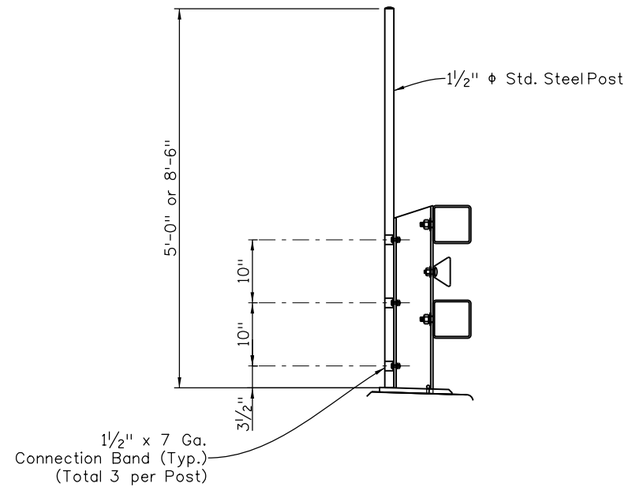


PLAN - POST DETAIL AT RAILROAD FENCE POSTS



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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47416
08/21/24
PROFESSIONAL ENGINEER

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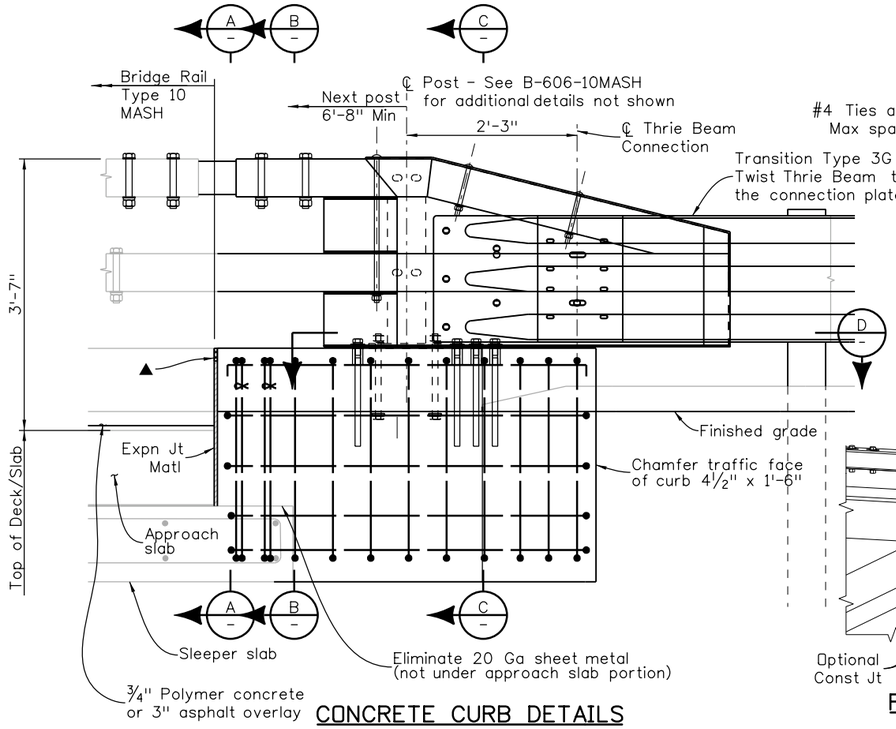
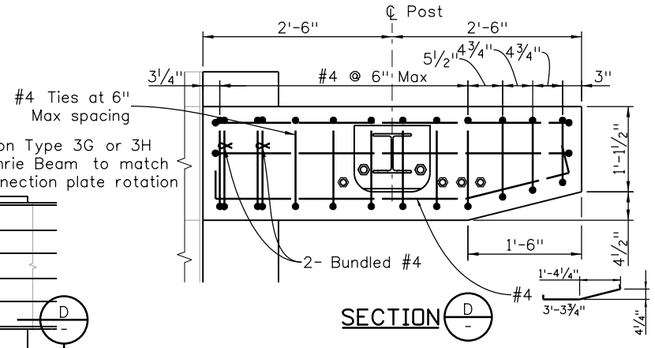
Print Date: 6/27/2024		Sheet Revisions			City of Pueblo Department of Public Works 211 East D Street Pueblo, Colorado 81003	As Constructed	MODIFIED BRIDGE RAIL TYPE 10MASH	SEH Project No.
File Name: 163784_Bridge Rail-02.dgn		Date:	Comments	Init.		No Revisions:		163784
Horiz. Scale: 1:1 Vert. Scale: As Noted						Revised:	Designer: S.E. Kaye / Detailer: D.W. Sundeen / Structure Numbers: -	-
Unit Information Unit Leader Initials						Void:	Sheet Subset: BRIDGE / Subset Sheets: 9 of 12	Sheet Number 26
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								



CONCRETE CURB DETAILS

Note: Shaded linework is from other Pay Items



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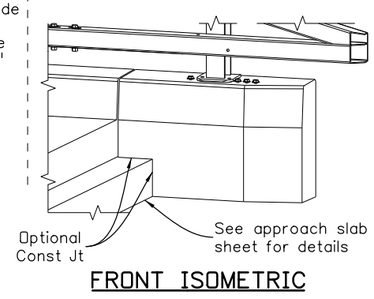

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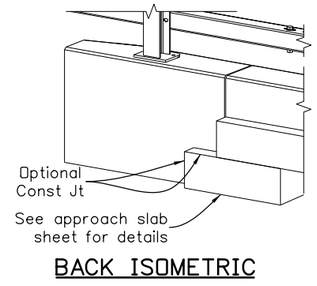


BACK ISOMETRIC

NOTES:

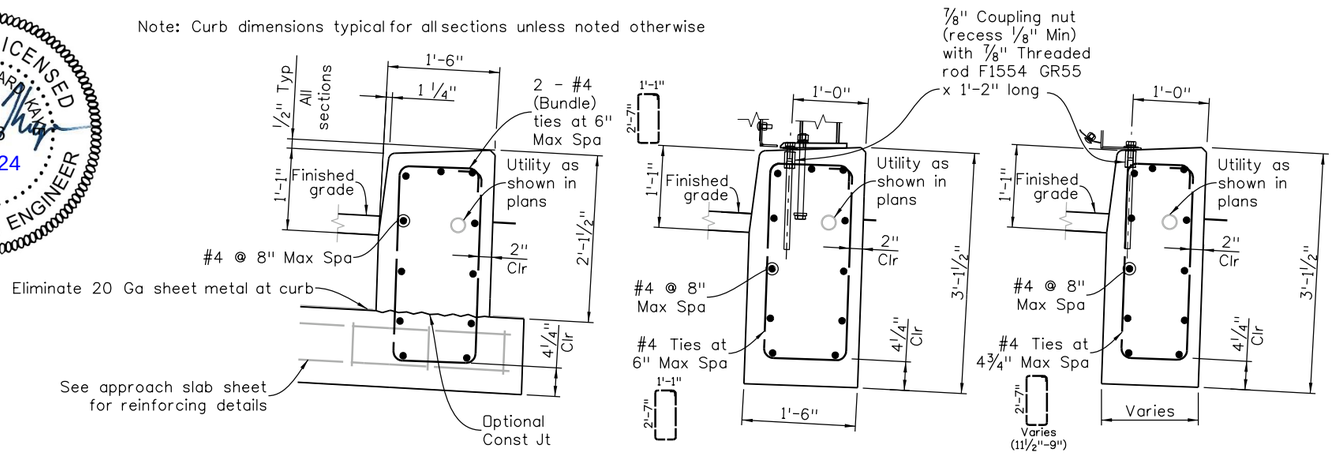
1. All tubes shall be ASTM A1085. All posts, base plates, and splice tubes fabricated by welding shall be ASTM A572 Grade 50. All other steel shall be Grade 36 unless otherwise noted.
2. The above material and all anchor bolts and miscellaneous bolts, nuts, and washers shall be galvanized after fabrication 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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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
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(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:

BRIDGE RAIL TYPE 10MASH

Designer: S.E. Kaye
Detailer: D.W. Sundeen
Sheet Subset: BRIDGE
Structure Numbers: -
Subset Sheets: 10 of 12

SEH Project No. 163784
-
Sheet Number 27

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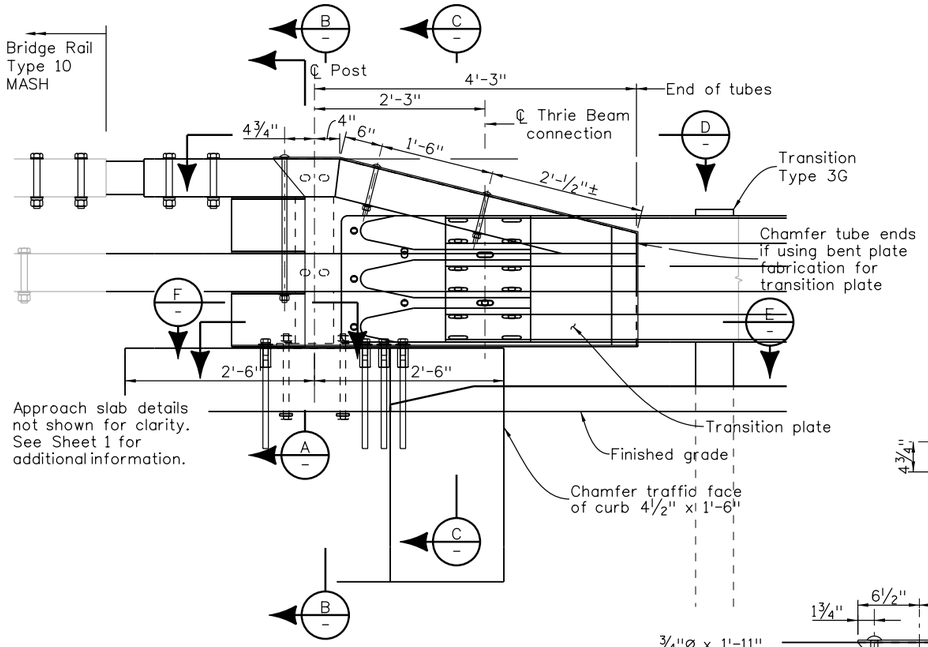
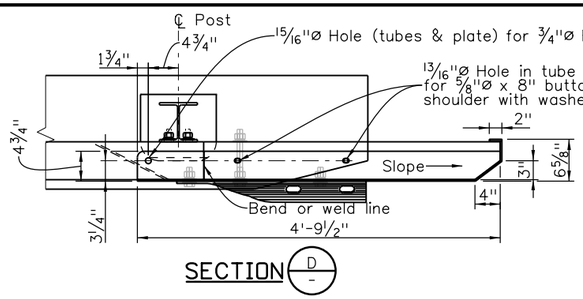


RAIL TUBE DETAILS

Note: Shaded linework is from other Pay Items



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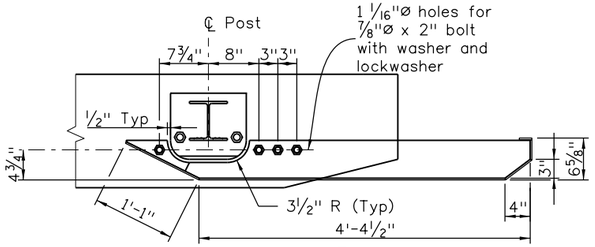

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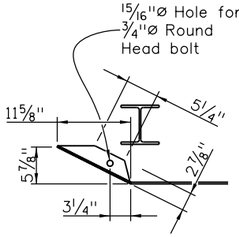

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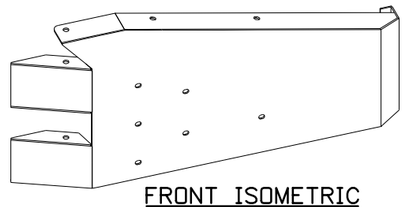

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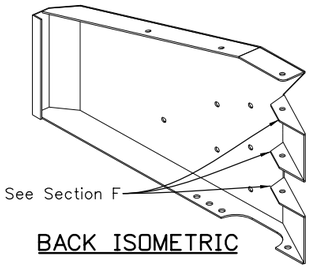

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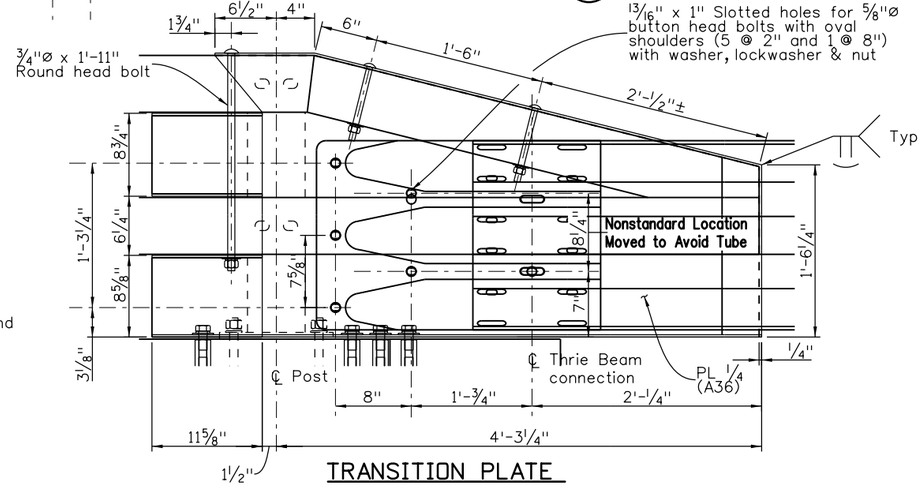
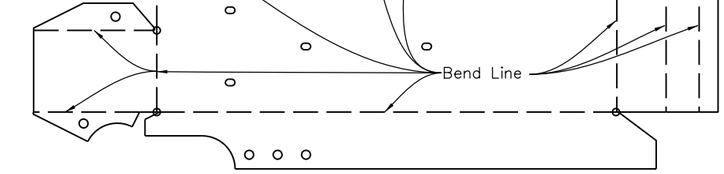
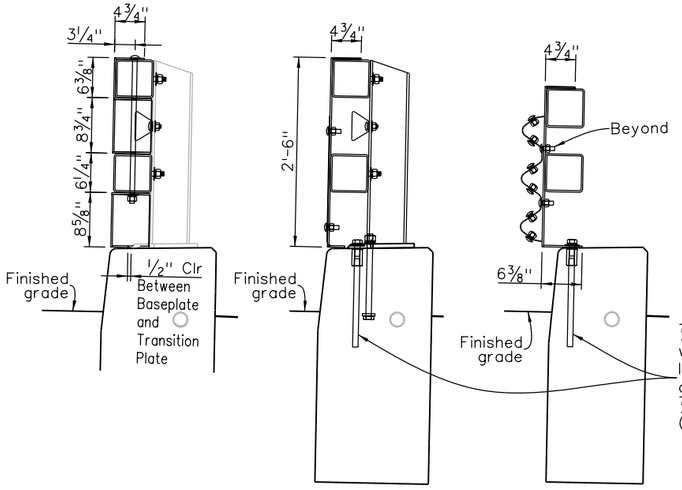


TRANSITION PLATE



CONCEPTUAL BEND DIAGRAM



See Transition BR10M-GR3 Sheet 1 for Curb Details (Typ)

SECTION A SECTION B SECTION C

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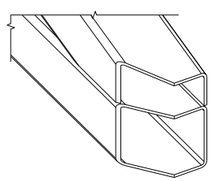
STEPHEN EDWARD KAYE
47416
08/21/24
PROFESSIONAL ENGINEER



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).

Print Date: 8/21/2024	Sheet Revisions		
File Name: 163784_Bridge Rail-04.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			

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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:	Designer: S.E. Kaye	Structure Numbers	-	163784
Revised:	Detailer: D.W. Sundeen			-
Void:	Sheet Subset: BRIDGE	Subset Sheets: 11 of 12		Sheet Number 28

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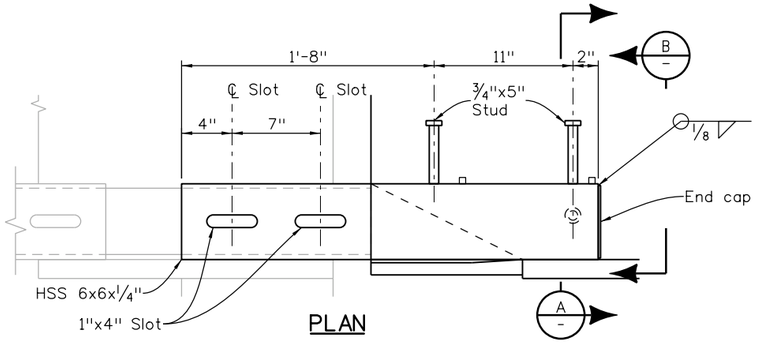
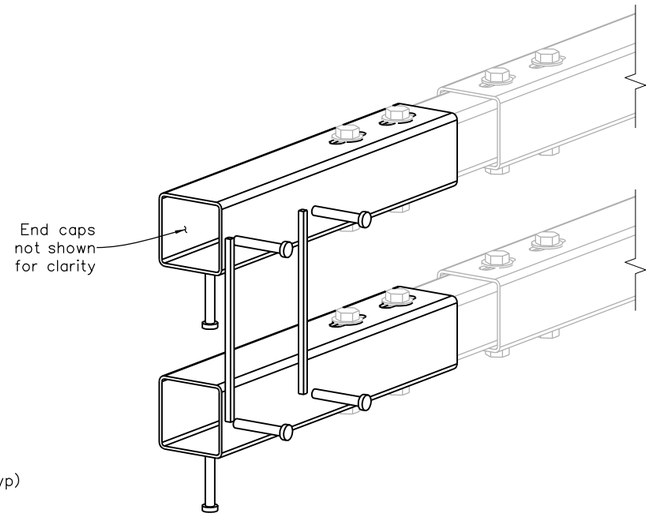


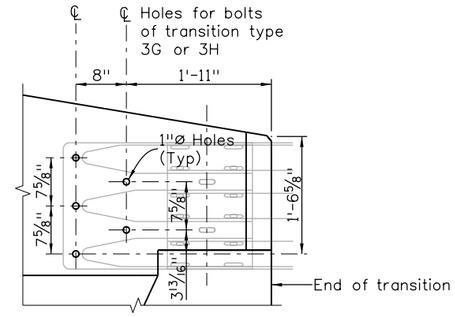
PLAN



ISOMETRIC VIEW

NOTES:

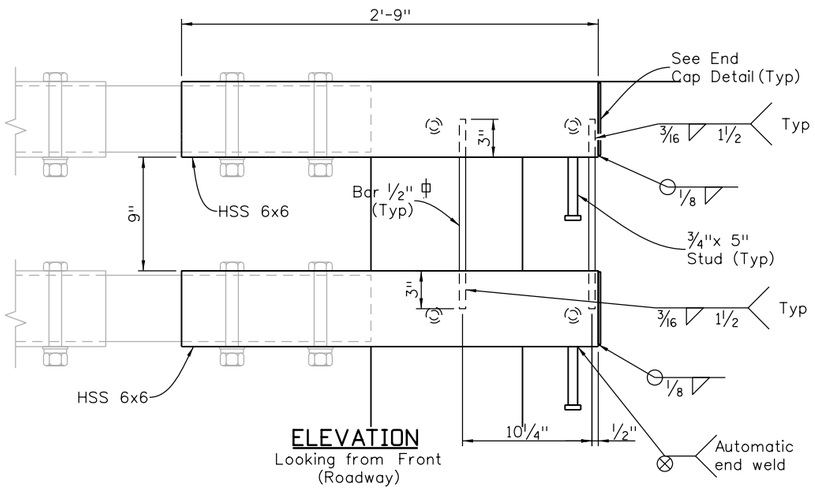
1. See BXX Bridge Rail Type 10 MASH for General Notes and details not shown.



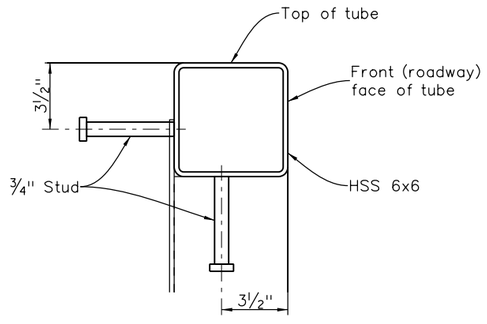
Note: Holes shall be cored through concrete or 1" inside diameter full depth inserts placed before concrete placement.

HOLE LOCATION DIAGRAM

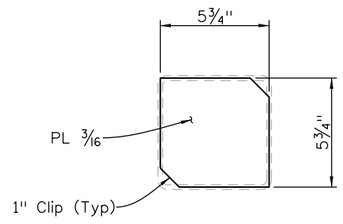
DETAIL 1



ELEVATION
Looking from Front (Roadway)

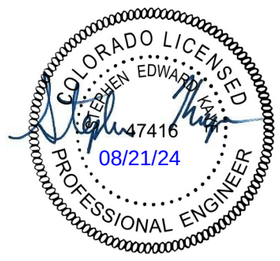


SECTION A



VIEW B

END CAP DETAIL



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Unit Information Unit Leader Initials					Void:
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City of Pueblo
Department of Public Works
211 East D Street
Pueblo, Colorado 81003

TRANSITION TYPE BR10B-GR3

Designer:	S.E. Kaye	Structure Numbers	-
Detailer:	D.W. Sundeen		
Sheet Subset:	BRIDGE	Subset Sheets:	12 of 12

SEH Project No. 163784

Sheet Number 29

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EXISTING CITY DRAINAGE CULVERT AND WINGWALLS (APPROXIMATE LOCATION, NOT SURVEYED)

EXISTING RAIL STRUCTURE CROSSING OF DRAINAGE WAY (APPROXIMATE LOCATION, NOT SURVEYED)

EXISTING CITY STORM CULVERT AND WINGWALLS (APPROXIMATE LOCATION, NOT SURVEYED)

ABANDONED BURIED ELECTRIC LINE (TYP.)

BLACK HILLS LIGHT POLE (TO REMAIN AND BE PROTECTED)

EXISTING CITY STORM PIPE (TO REMAIN AND BE PROTECTED)

CITY STORM DRAINAGE PIPE SYSTEM (TO BE REMOVED/PLUGGED BY CONTRACTOR) (APPROXIMATE LOCATION, NOT SURVEYED).

EXISTING BLACK HILLS BURIED ELECTRIC (TO REMAIN AND BE PROTECTED) (TYP.)

BLACK HILLS LIGHT POLE (TO BE RELOCATED OFF SIDEWALK, BY OWNER)

EXISTING FIBER OPTIC (TO REMAIN AND BE PROTECTED)

EXISTING CITY STORM INLET (TO BE REMOVED BY CONTRACTOR)

CONTRACTOR TO REMOVE PORTIONS OF BURIED ELECTRIC WITHIN PROJECT EXCAVATION LIMITS AS NEEDED, AFTER POLE IS RELOCATED AND UTILITY IS ABANDONED.

BLACK HILLS LIGHT POLE (TO BE RELOCATED OFF SIDEWALK, JUST OUTSIDE THE LIMITS OF PROJECT, BY OWNER)

ALL EXISTING UTILITY PEDESTALS, CABINETS, VAULTS IN THIS AREA SHALL REMAIN AND BE PROTECTED.

BLACK HILLS LIGHT POLE (TO BE RELOCATED OFF SIDEWALK, BY OWNER)

EXISTING BURIED CITY WATER LINE (TO REMAIN AND BE PROTECTED) (TYP.)

EXISTING BURIED GAS (TO REMAIN AND BE PROTECTED)

EXISTING BLACK HILLS BURIED ELECTRIC (TO REMAIN AND BE PROTECTED) (TYP.)

N

0' 40' 80' 160'

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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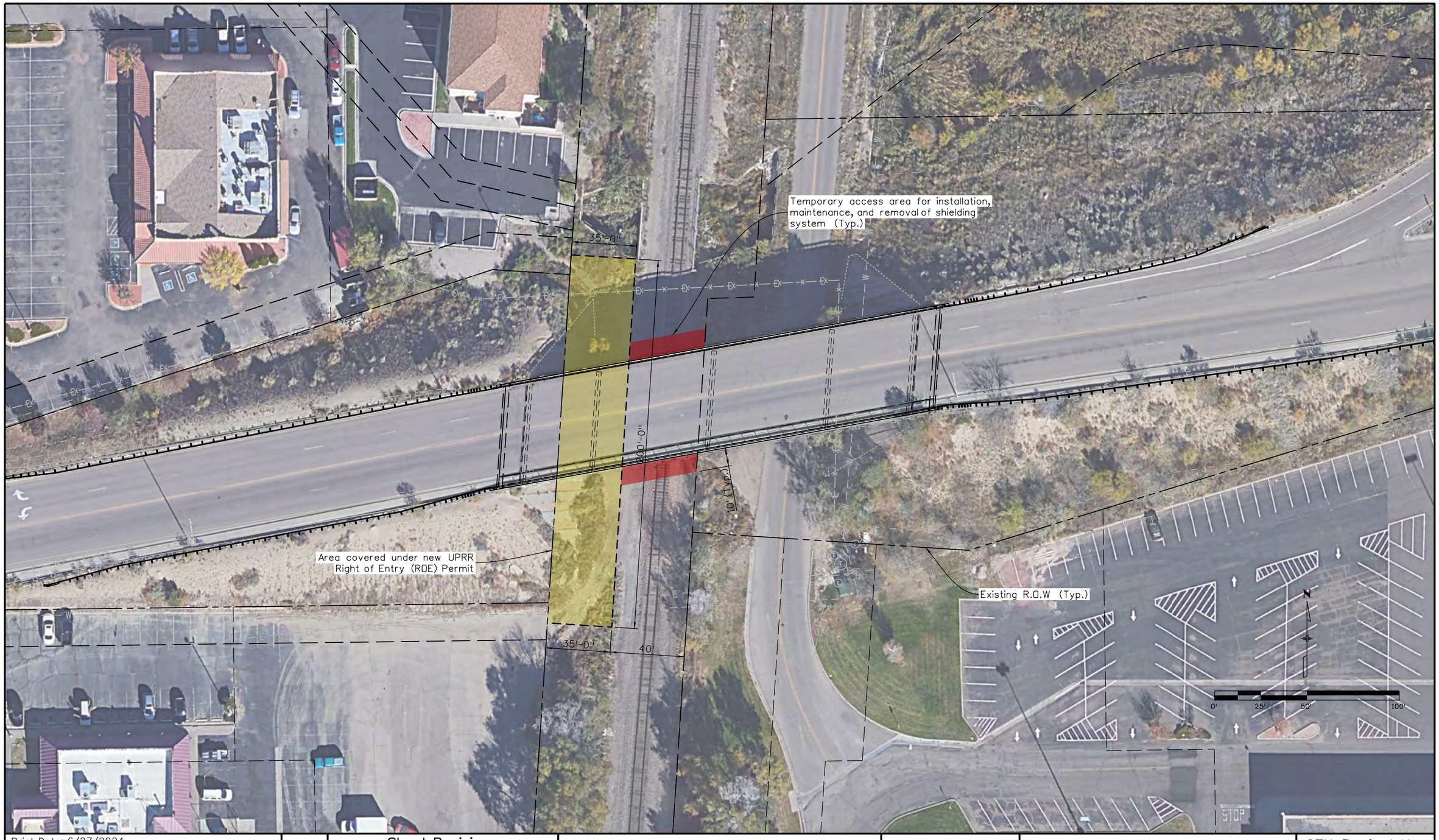

Print Date: 6/27/2024	Sheet Revisions		
File Name: 163784_ROW Exhibit.dgn	Date:	Comments	Init.
Horiz. Scale: 1:50 Vert. Scale: As Noted			
Unit Information Unit Leader Initials			
Short Elliott Hendrickson Inc. Colorado Center Tower One Suite 6000 2000 South Colorado Boulevard Denver, CO 80222-7900 Tele. (720) 540-6800 (800) 490-4966 Fax (720) 540-6801			

City of Pueblo
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 colorado

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: _____

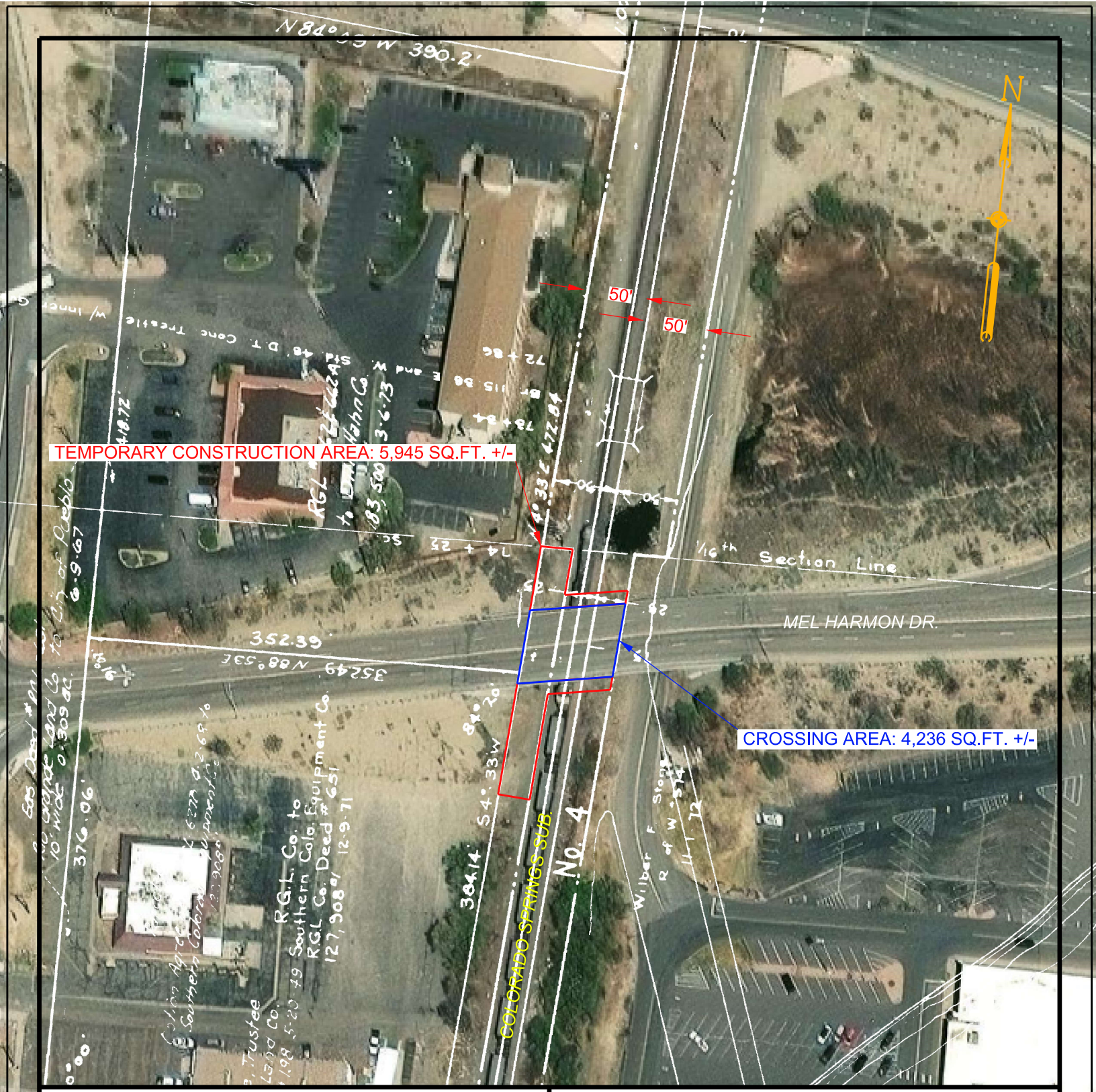
Title: _____

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.

DRG/CO/V3/S1B
SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 2-17-2025

DSK FILE: 0788261

CADD FILENAME	0788261
SCAN FILENAME	AERIAL PRINT

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

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City Clerk's Office Item # R7

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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.

Docusign Envelope ID: 3AEA2646-31A2-4E32-A7DA-F57BDF92488D

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

Docusign Envelope ID: 3AEA2646-31A2-4E32-A7DA-F57BDF92488D

ORDINANCE NO. 10998

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 July 14, 2025.

Final adoption of Ordinance by City Council on July 28, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 7/30/2025 | 9:46 AM MDT

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A65950B7BCA462...
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

DocuSigned by:
7C02EBDFFC3D43C...
City Clerk

AMENDMENT 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.

ATTEST:

_____
City Clerk

[S E A L]

CITY OF PUEBLO,
A Municipal Corporation

By: _____
Mayor

ATTEST:

_____

Title:_____

PERMITTEE:
SECOM, INC.

By: Jon Saunders

Jon Saunders
Title: CBDO

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:

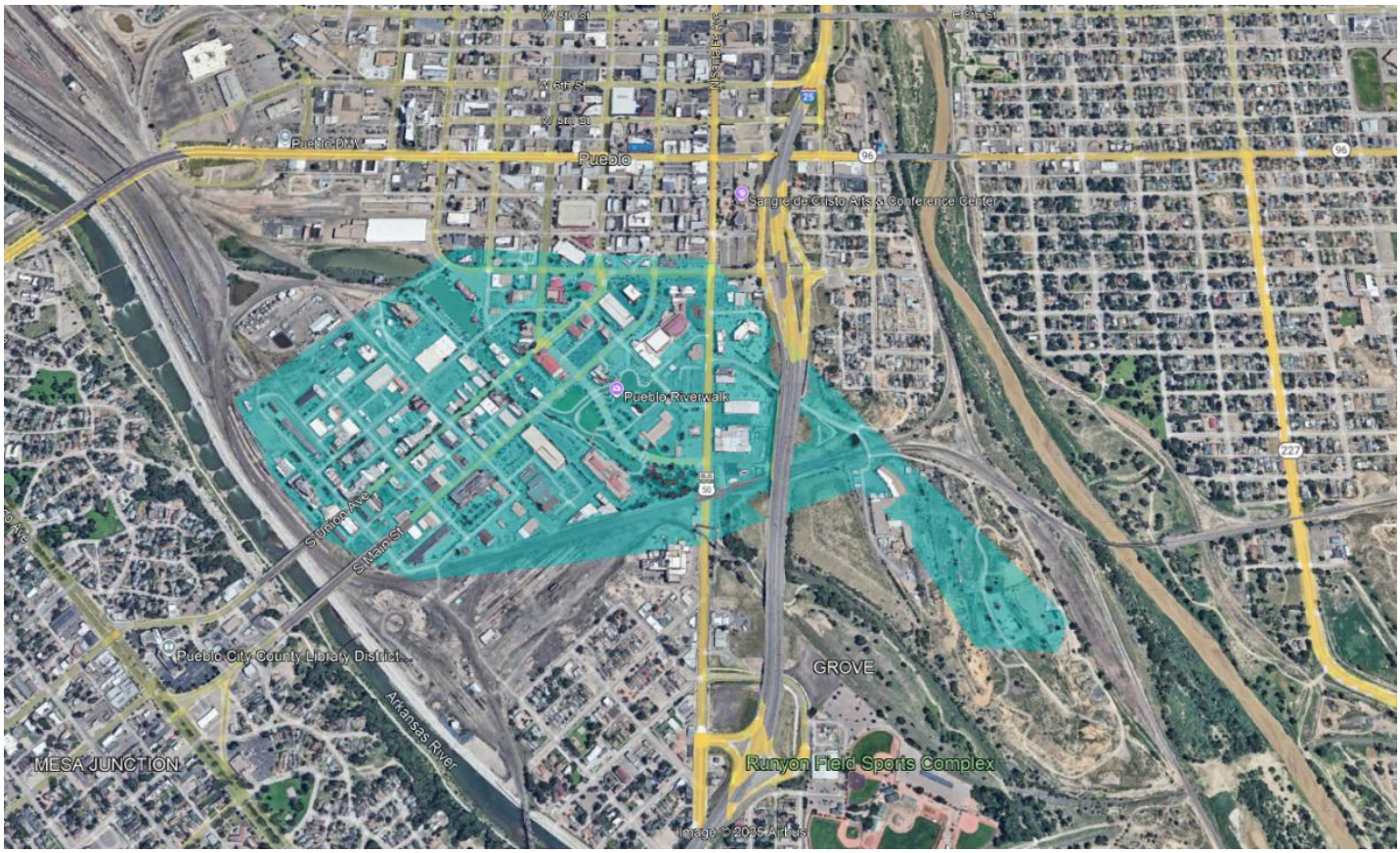
As City needs Permittee’s aerial fiber line moved to underground near Fire Station #8, City shall pay for one half of the actual cost, not to exceed $13,500, to move this aerial fiber to underground between Points A and B, listed below. Permittee shall provide City a detailed itemized statement of actual 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.



Remainder of this page is intentionally left blank.

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

The remainder of this page is intentionally left blank.

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:_____

Docusign Envelope ID: 3D4070FB-FFDA-41D4-8CF3-1240F6531B53

City Clerk's Office Item # R8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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

Docusign Envelope ID: 3D4070FB-FFDA-41D4-8CF3-1240F6531B53

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

Docusign Envelope ID: 3D4070FB-FFDA-41D4-8CF3-1240F6531B53

ORDINANCE NO. 10999

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 July 14, 2025.

Final adoption of Ordinance by City Council on July 28, 2025

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 3D4070FB-FFDA-41D4-8CF3-1240F6531B53

Action by the Mayor:

☒ Approved on 7/30/2025 | 9:46 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

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

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.

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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

Docusign Envelope ID: 1AD9C332-989E-4263-8DBC-BB8CB3BB172A

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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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

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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**

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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

Expense Lodging

Additional Comments

Total Expense

$20,500.00

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)

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

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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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[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.

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City Clerk's Office Item # R9

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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

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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

Docusign Envelope ID: 096F99D3-E293-4D15-92A4-DE6C06744814

ORDINANCE NO. 11002

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.

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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 July 14, 2025.

Final adoption of Ordinance by City Council on July 28, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☐ Approved on 7/30/2025 | 9:47 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

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:

SHIP TO

Colorado Energy Office - Broadway
1600 Broadway
Suite 1960
Denver, CO 80202

VENDOR

CITY OF PUEBLO
PO BOX 1427
PUEBLO, CO 81002-1427

Contact: George Andrews
Phone:

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.

Docusign Envelope ID: D2062305-AFF3-4826-99BB-DC5D792CD631

City Clerk's Office Item # R10

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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.

Docusign Envelope ID: D2062305-AFF3-4826-99BB-DC5D792CD631

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

Docusign Envelope ID: D2062305-AFF3-4826-99BB-DC5D792CD631

ORDINANCE NO. 11003

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 July 14, 2025.

Final adoption of Ordinance by City Council on July 28, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

Docusign Envelope ID: D2062305-AFF3-4826-99BB-DC5D792CD631

☒ Approved on 7/30/2025 | 9:47 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A83950B7BCA462...
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

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:			**-**

Docusign Envelope ID: D3009971-83FA-4288-91B1-2575C1502819

City Clerk's Office Item # R11

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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.

Docusign Envelope ID: D3009971-83FA-4288-91B1-2575C1502819

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

Docusign Envelope ID: D3009971-83FA-4288-91B1-2575C1502819

ORDINANCE NO. 11004

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

Docusign Envelope ID: D3009971-83FA-4288-91B1-2575C1502819

$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

Docusign Envelope ID: D3009971-83FA-4288-91B1-2575C1502819

$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

Docusign Envelope ID: D3009971-83FA-4288-91B1-2575C1502819

$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

Docusign Envelope ID: D3009971-83FA-4288-91B1-2575C1502819

$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 July 14, 2025.

Final adoption of Ordinance by City Council on July 28, 2025.

DocuSigned by:
Mark Alliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 7/30/2025 | 9:48 AM MDT.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Signed by:
Heather Graham
3A85950B7BCA462...
Mayor

Docusign Envelope ID: D3009971-83FA-4288-91B1-2575C1502819

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

city of PUEBLO colorado

BOARD OF ELECTIONS

Resolution No. 2025-2

BE IT RESOLVED BY THE BOARD OF ELECTIONS OF PUEBLO, COLORADO that:

The Ordinance directing that the November 4, 2025 General Municipal Election be Conducted as Part of a Coordinated Election, Adopting for Use at the General Municipal Election the Requirements and Procedures of the Uniform Election Code of 1992 except to the extent the Uniform Code of 1992 Conflicts with a specific provision of the Charter of the City of Pueblo, and suspending for such purposes all Ordinances and Resolutions of the City in conflict therewith, was reviewed by the Board of Election.

Upon a motion made by Alvin Rivera and seconded by Robert Childers and unanimously adopted, the Board of Elections recommends the Adoption of the Ordinance by the City Council to constitute the election procedures, rules, and regulations, as to the matters set forth in Section 17-7 of the Charter and the Uniform Election Code of 1992.

Passed and approved this 15 day of July 2025.

APPROVED:

Alvin Rivera
Member of the Board of Elections

Robert Childers
Member of the Board of Elections

Marisa Stoller, City Clerk and
Chair of the Board of Elections

ATTEST:

Deputy City Clerk

Dep. City. Atty.

Docusign Envelope ID: C9314B31-E958-4782-B85B-C2566683A76A

City Clerk's Office Item # R12

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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

Docusign Envelope ID: C9314B31-E958-4782-B85B-C2566683A76A

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:

1. Election Board Resolution 2025-2

Docusign Envelope ID: C9314B31-E958-4782-B85B-C2566683A76A

ORDINANCE NO. 11005

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.

Docusign Envelope ID: C9314B31-E958-4782-B85B-C2566683A76A

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.

Docusign Envelope ID: C9314B31-E958-4782-B85B-C2566683A76A

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 July 14, 2025.

Final adoption of Ordinance by City Council on July 28, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB462...
President of City Council

Action by the Mayor:

☒ Approved on 7/30/2025 | 9:48 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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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
2. Ordinance__11006

ORDINANCE NO. 11006

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)

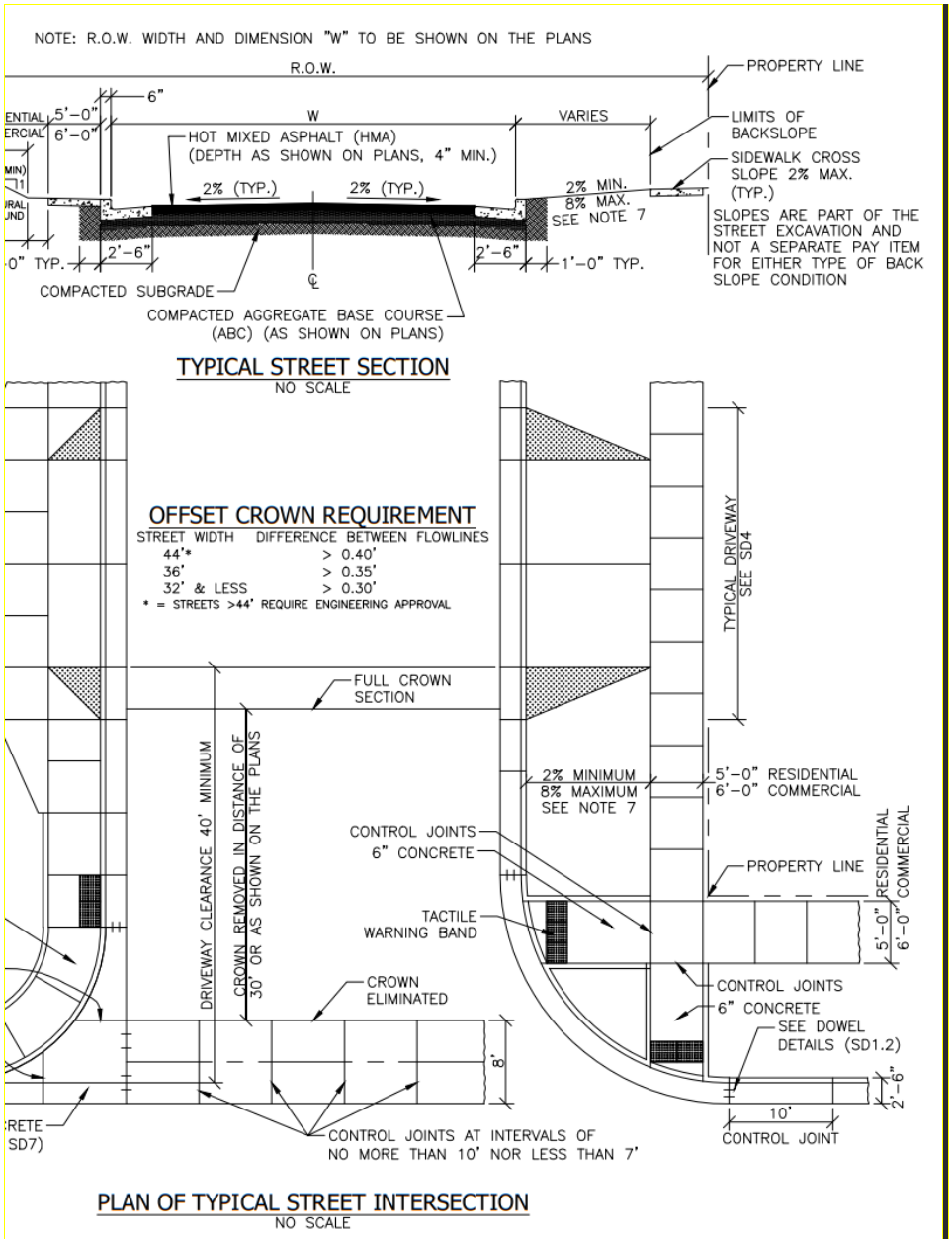
SECTION 1.

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

Docusign Envelope ID: E565837E-3057-405C-BB7C-071F19D79E45

City Clerk's Office Item # S1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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:

Docusign Envelope ID: E565837E-3057-405C-BB7C-071F19D79E45

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

Docusign Envelope ID: E565837E-3057-405C-BB7C-071F19D79E45

ORDINANCE NO. 11006

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 July 14, 2025

Final adoption of Ordinance by City Council on July 28, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: E565837E-3057-405C-BB7C-071F19D79E45

Action by the Mayor:

☒ Approved on 7/30/2025 | 9:49 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

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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. TA-22-03 Attachments
2. ADU Ordinance Only - FINAL

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.)

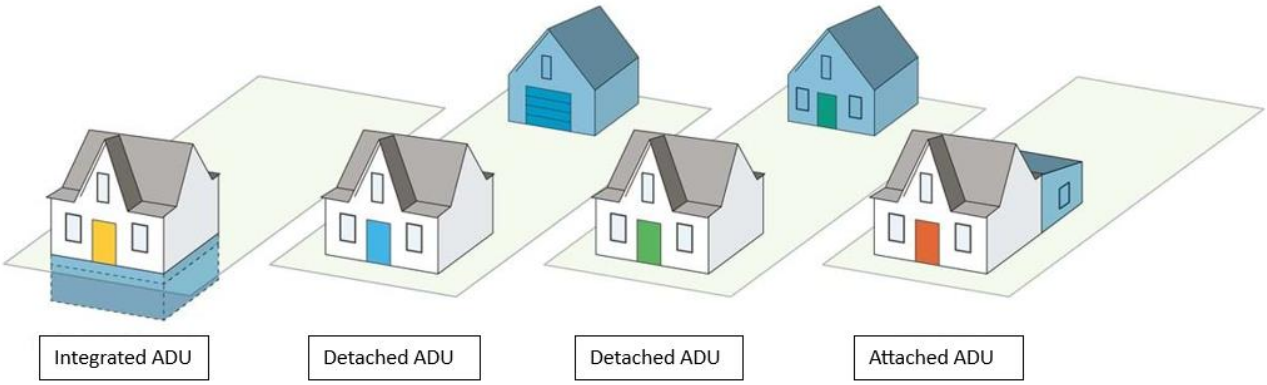
RECOMMENDATION:

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:

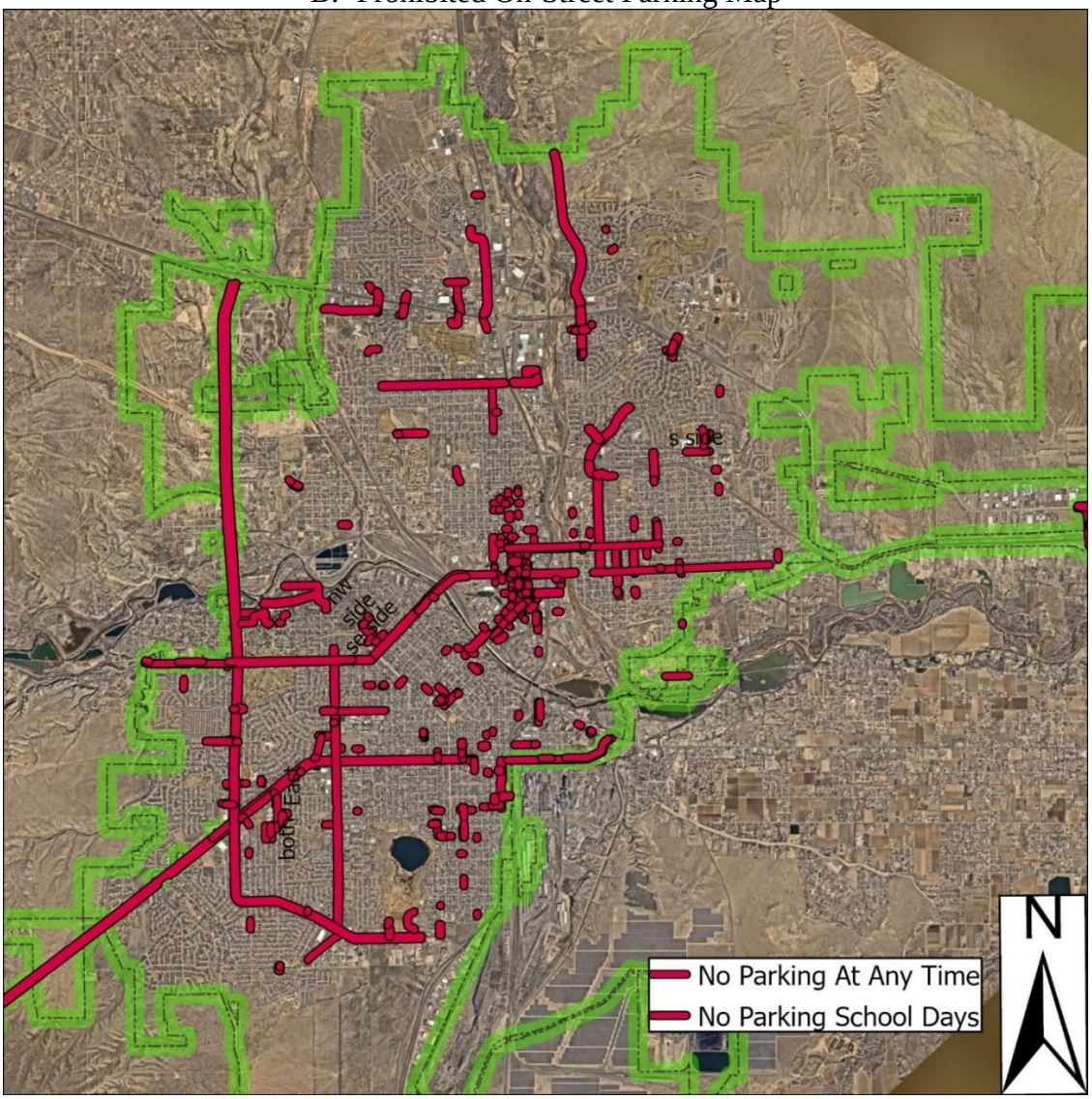
a. Type of ADUs
b. Prohibited On-Street Parking Map
c. Setbacks
d. Architectural Combability
e. Proposed Ordinance

A. Types of ADUs



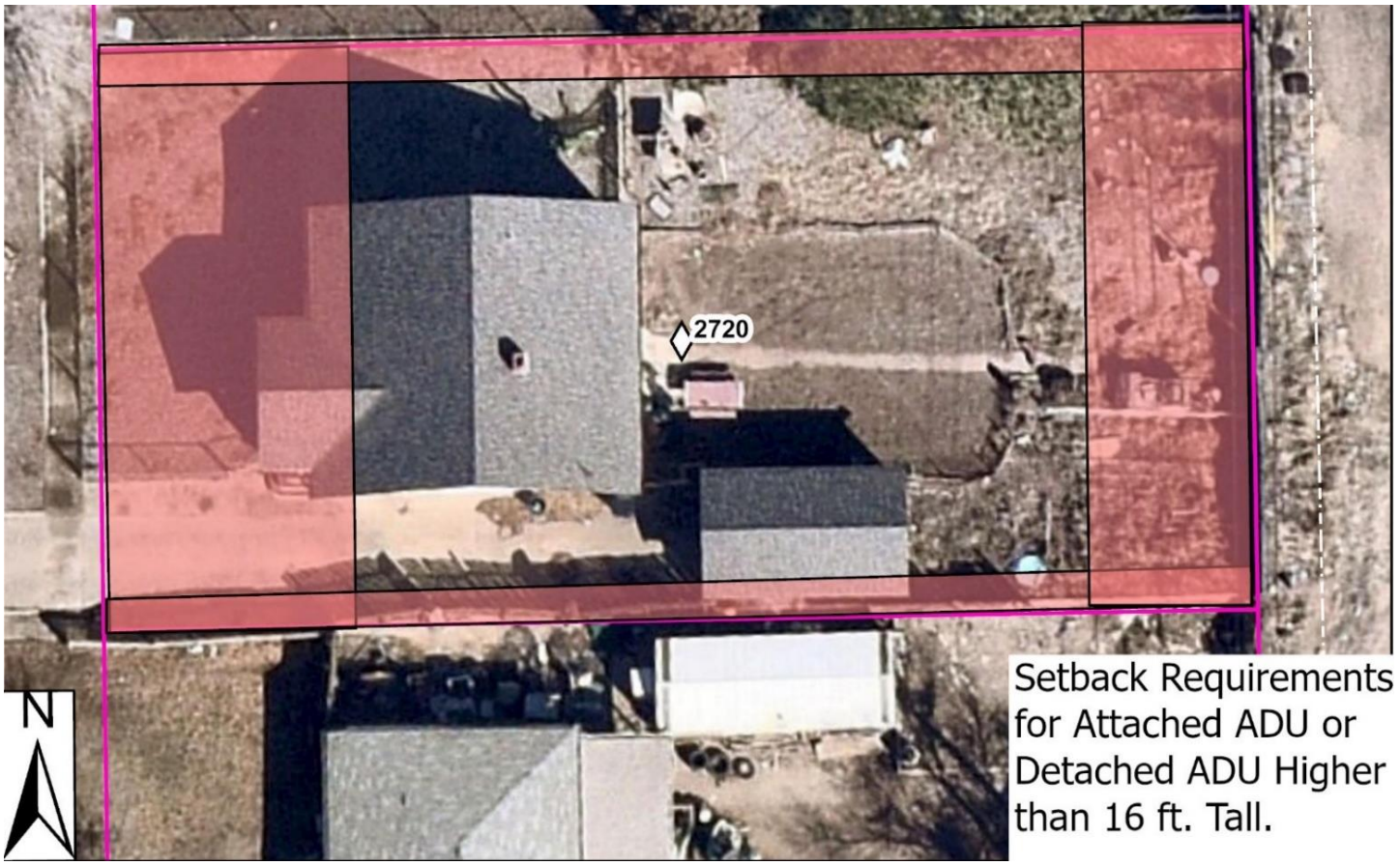
(Image from ADU West Coast)

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																																		
				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 (Maior)	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						

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 4.

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					

SECTION 5.

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

SECTION 6.

This Ordinance shall become effective thirty (30) days after the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

Action by the Mayor:

☐ Approved on _____.
☐ Disapproved on _____ based on the following objections:

_____
_____
_____

_____
Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
Acting City Clerk

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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
2. Ordinance_11007

ORDINANCE NO. 11007

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.

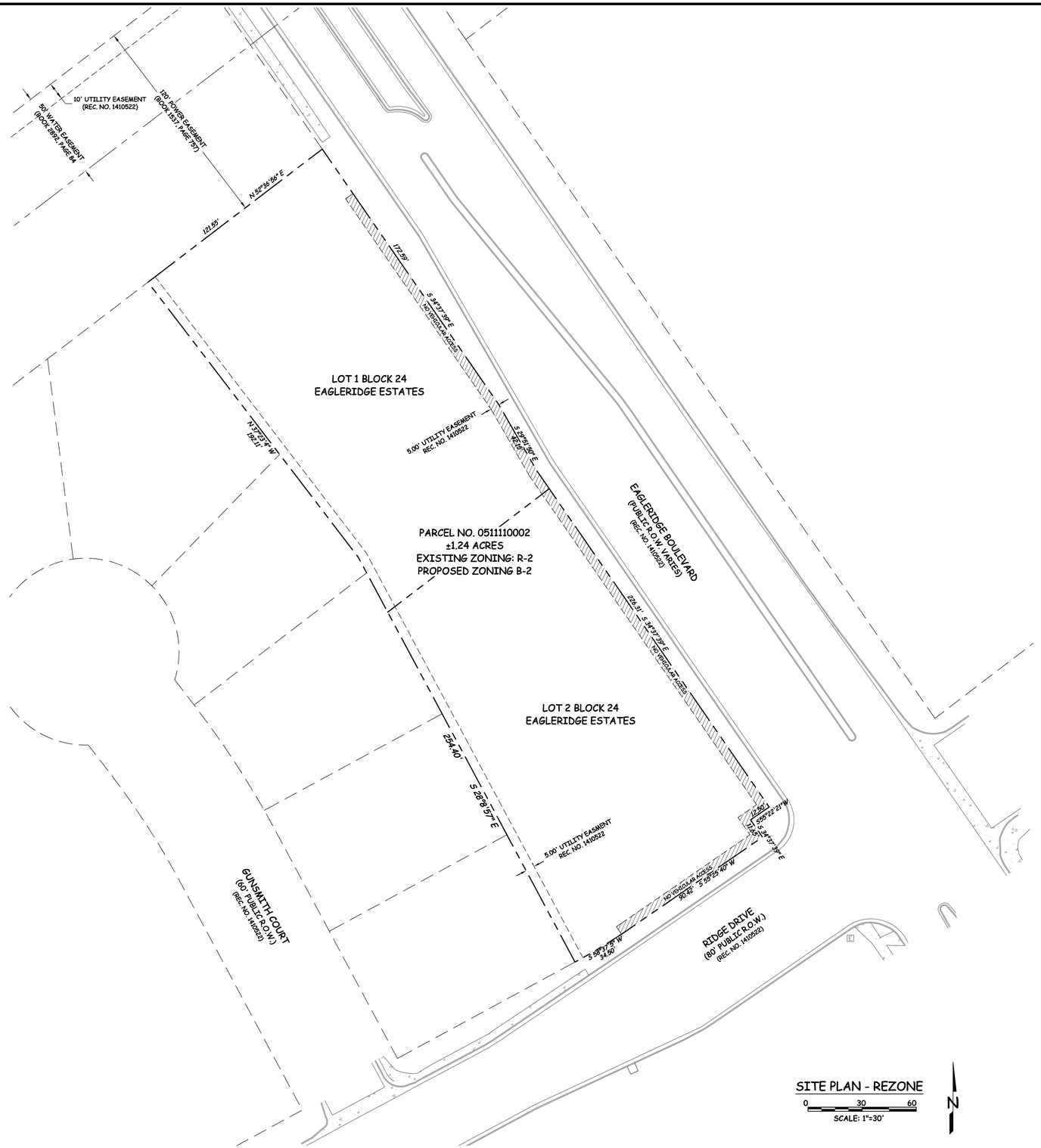
☐ Ordinance re-adopted on a vote of _____, on _____

☐ 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.

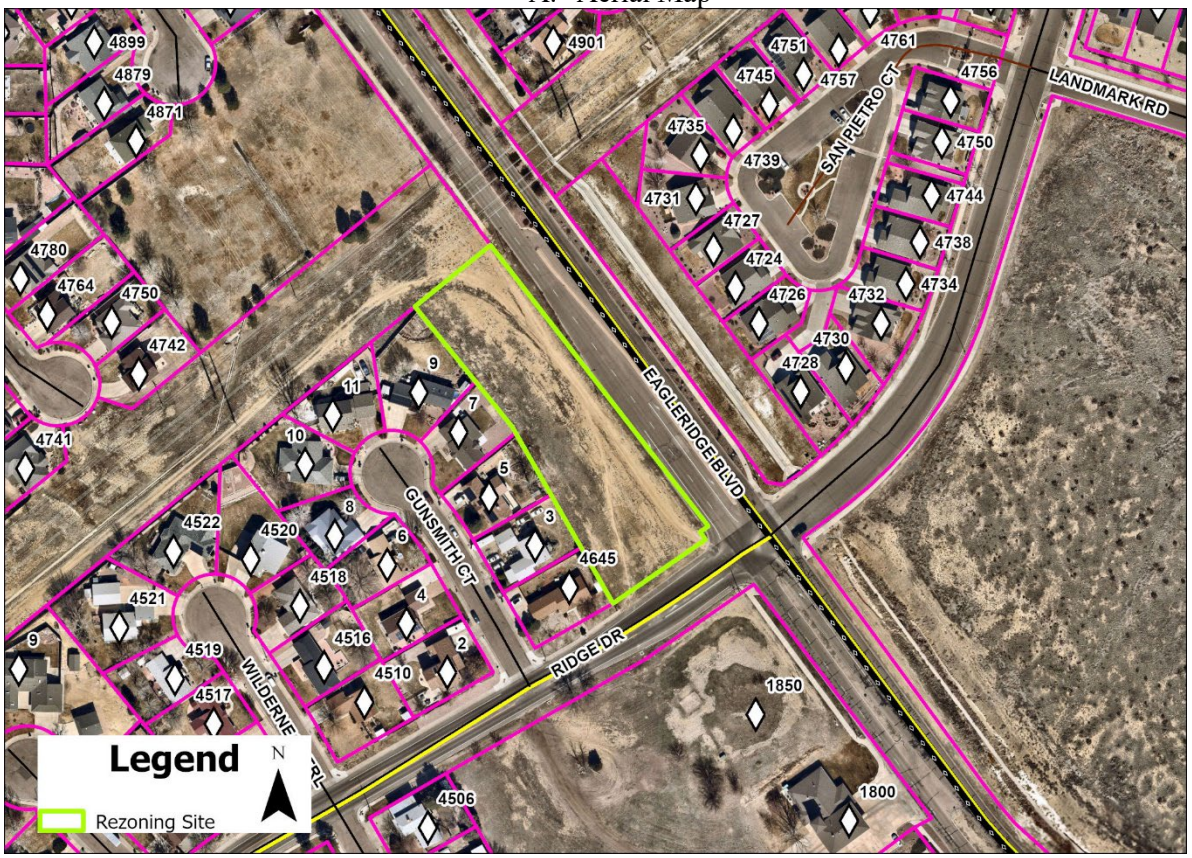
REFERRAL AGENCIES AND COMMENTS:

• 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

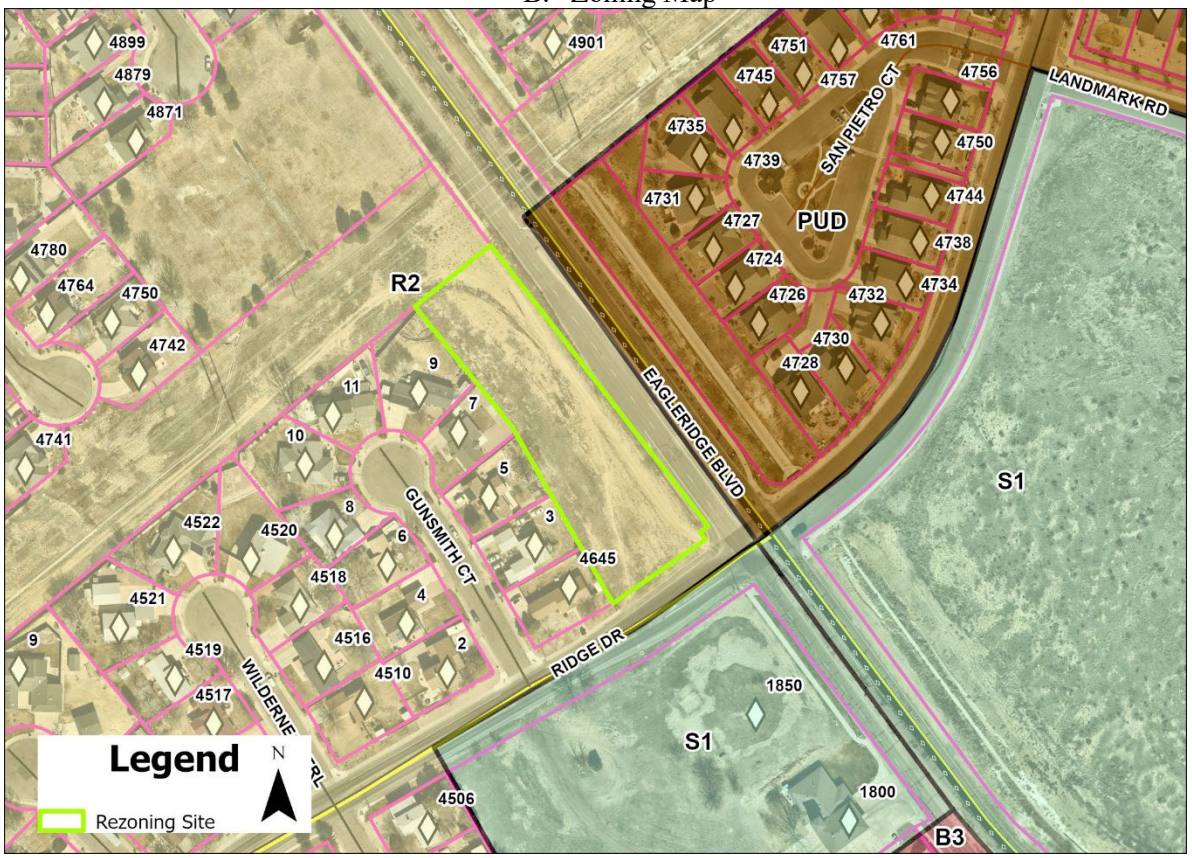
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Application
F. Rezoning Exhibit & Supporting Documents

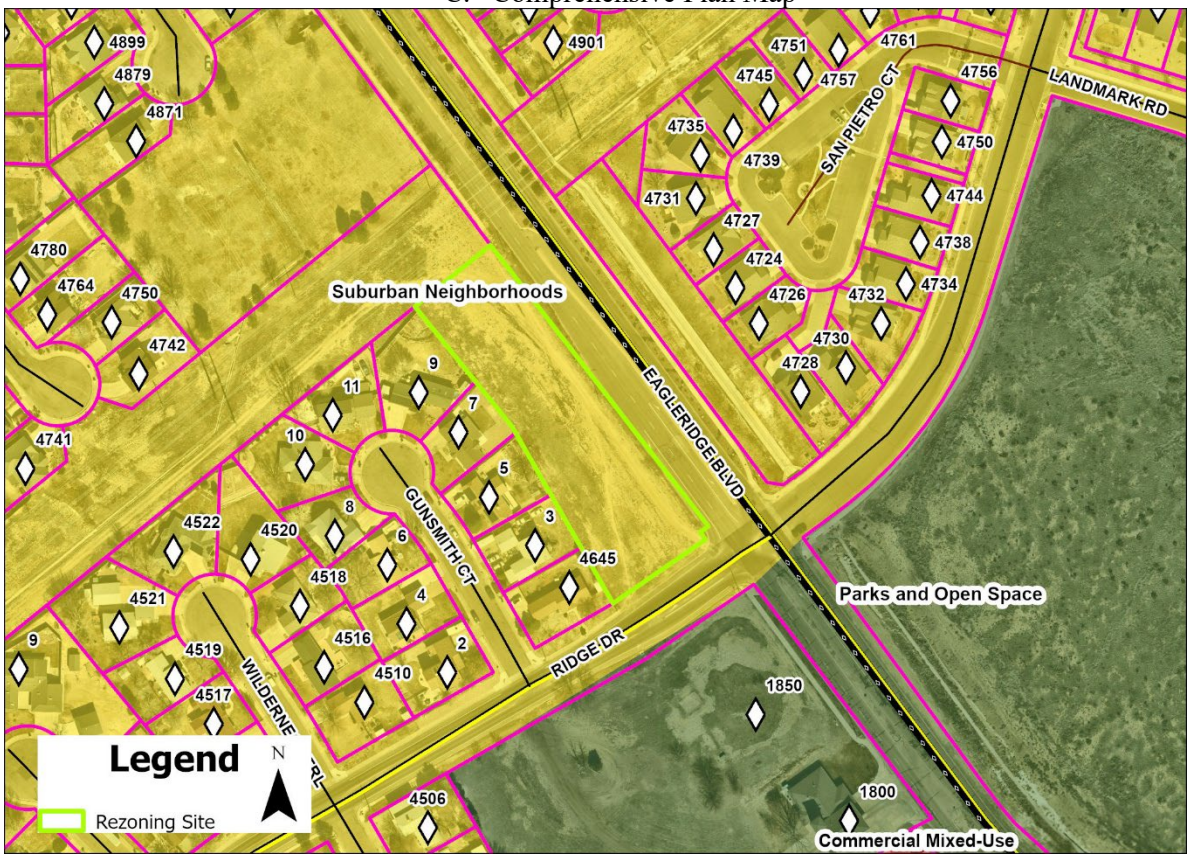
A. Aerial Map



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.

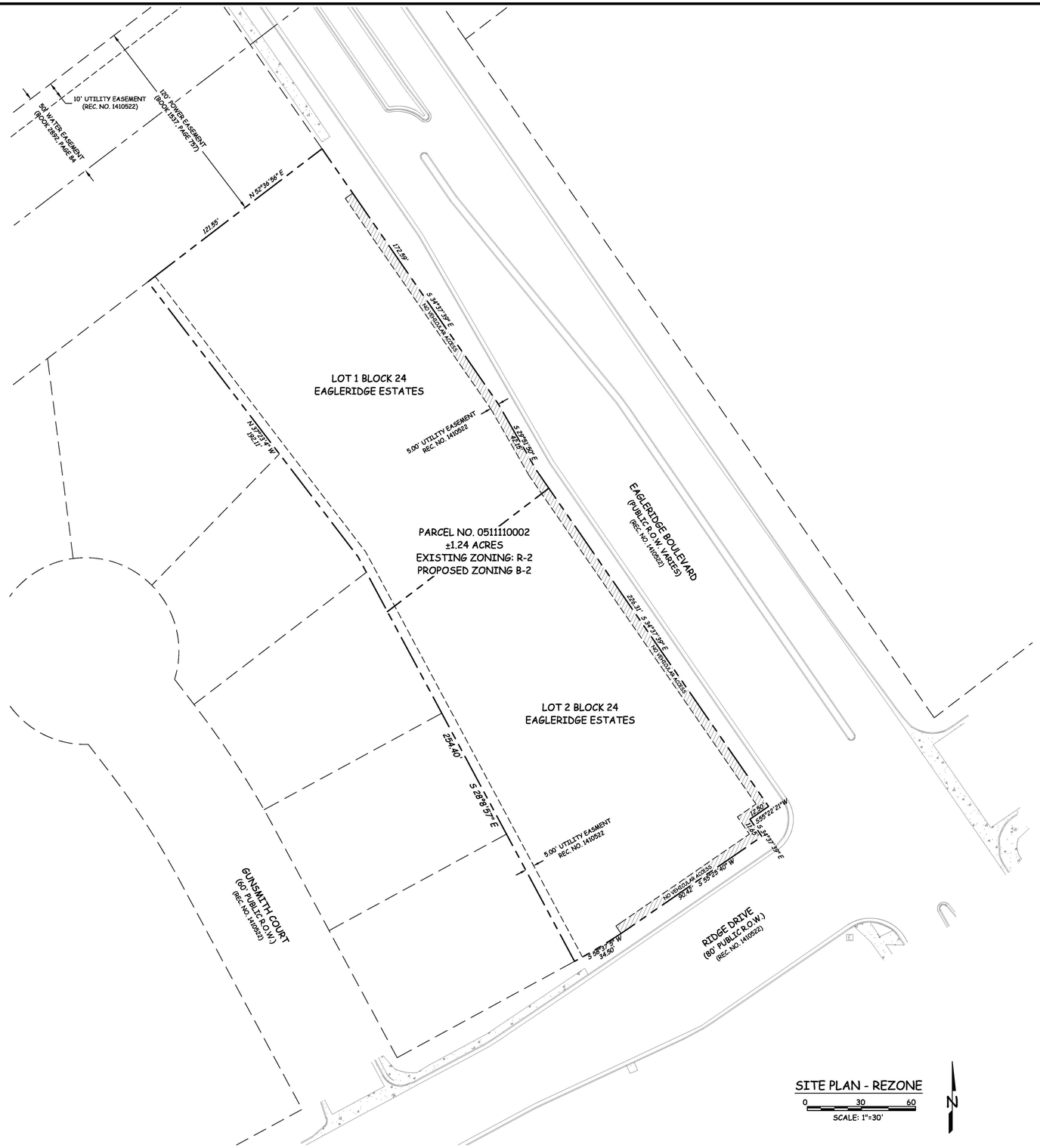
Office Use Only

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.

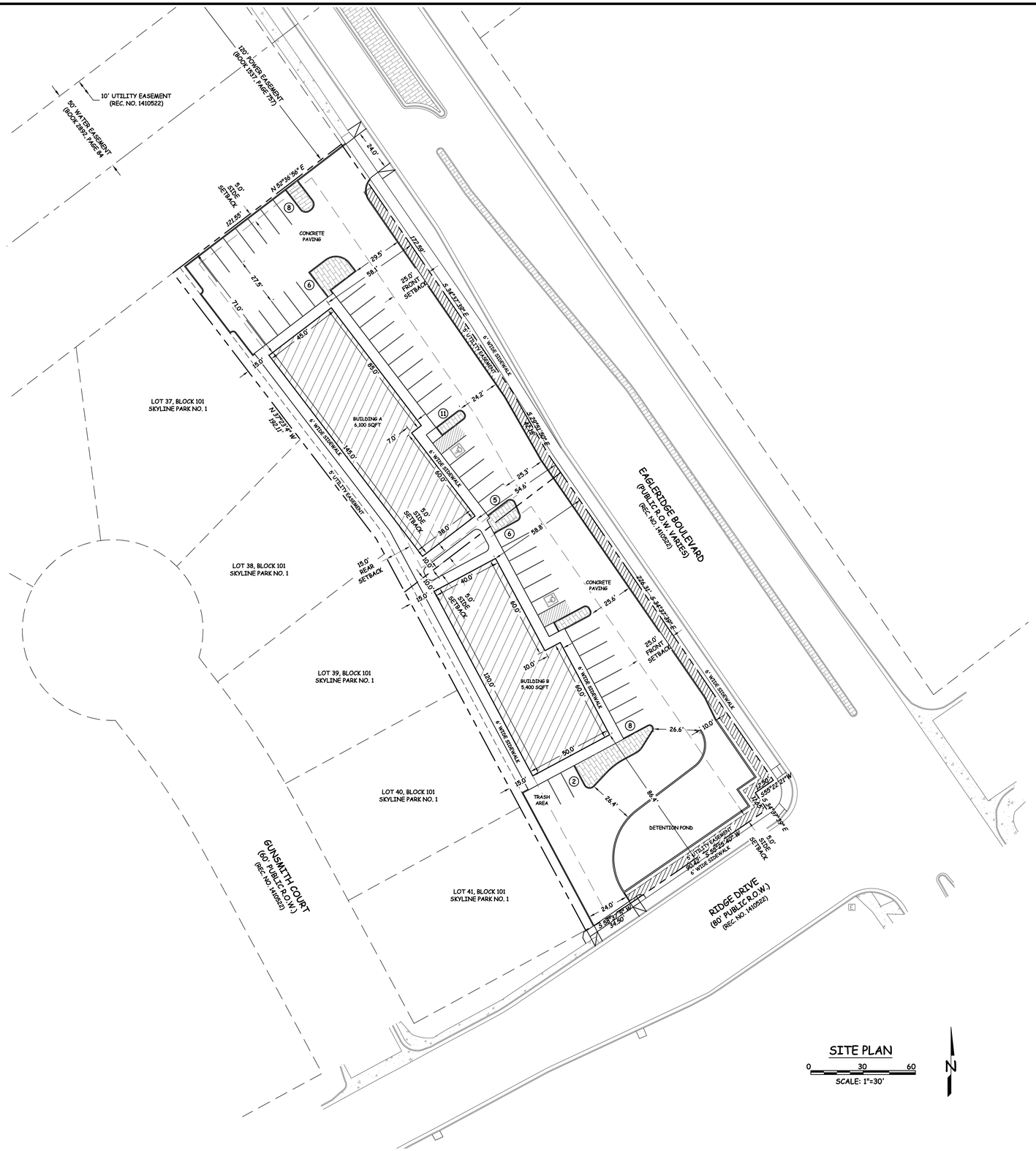
The proposed rezoning will change the zoning of the subject site from R2 to B2. The rezoning will provide additional business zoning along Eagleridge Boulevard, while also providing a buffer to the existing residents of the Skyline Park Subdivision.

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'

N

811 Know what's **below.** **Call** before you dig.

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

FOR REVIEW

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

REVISIONS	
NO.	DATE
1	

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

Docusign Envelope ID: 04ADF980-DEBF-4FEF-9FB3-718F2EBD9FD2

City Clerk's Office Item # S3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: July 28, 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

Docusign Envelope ID: 04ADF980-DEBF-4FEF-9FB3-718F2EBD9FD2

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

Docusign Envelope ID: 04ADF980-DEBF-4FEF-9FB3-718F2EBD9FD2

ORDINANCE NO. 11007

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 July 14, 2025.

Final adoption of Ordinance by City Council on July 28, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...
President of City Council

Docusign Envelope ID: 04ADF980-DEBF-4FEF-9FB3-718F2EBD9FD2

Action by the Mayor:

☒ Approved on 7/30/2025 | 9:49 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

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: July 28, 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 OF THE CITY COUNCIL OF PUEBLO, COLORADO, FORMALLY CENSURING COUNCIL MEMBER ROGER GOMEZ FOR STATEMENTS MADE DURING A REGULAR MEETING OF THE CITY COUNCIL AND REQUESTING THE COUNCIL PRESIDENT TO REMOVE COUNCIL MEMBER GOMEZ FROM HIS POSITION AS CHAIRMAN OF THE WORK SESSION

SUMMARY:

The proposed Resolution formally censures Council Member Roger Gomez for inappropriate statements made during the July 14, 2025, regular meeting of the City Council and for statements and actions allegedly made at the Pueblo City-County Library on July 17, 2025, and further requests Council President Mark Aliff remove Council Member Gomez from his position as Chairman of the Work Session.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

During the regular City Council meeting of July 14, 2025, Council Member Roger Gomez commented on Item 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. During his comments, Council Member Gomez raised constituent concerns about people working at the front desk of the library whose gender identity is ambiguous. Council Member Gomez further stated that the Library needs to be a family center.

Based upon information from the Pueblo City-County Library District, Council Member Roger “entered a library location on July 17 inquiring about LGBTQIA+ collections, programs, and transgender library staff.” This interaction led to a formal official

statement being issued by the Library District. In its statement, the Library District reaffirmed its commitment to inclusivity, equity, and privacy and further provided,

" Our staff are invaluable for the service they provide to the library district and our community, and they deserve to be treated with the utmost respect and dignity. We will not allow any behavior in our libraries that disrespects our team or disrupts library services or operations. As a hub for all residents, we place safety, respect and inclusivity at the heart of everything we do."

Title VII of the Civil Rights Act of 1964 prohibits employment discrimination related to various characteristics, including a person's sex, which has been interpreted by the U.S. Supreme Court to include sexual orientation and transgender status. The Colorado Anti-Discrimination Act (CADA) also prohibits discrimination in public accommodations on the basis of sex, sexual orientation, gender identity, and gender expression. A public library is explicitly included within the statutory definition of a "place of public accommodation."

Council Member Gomez currently serves as the Chairman of the City Council Work Sessions. For the reasons set forth herein and those that may be discussed during the open meeting in which this Resolution is brought forth, members of City Council request the attached Resolution be adopted, publicly censuring Council Member Gomez for his statements and actions and removing him as Work Session Chair.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

1. Council may take no formal action.
2. Council may adopt a different form of resolution or public statement.

RECOMMENDATION:

As this is a policy decision by City Council, staff refrains from making any recommendation regarding the attached Resolution of Censure.

ATTACHMENTS:

None

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF PUEBLO, COLORADO, FORMALLY CENSURING COUNCIL MEMBER ROGER GOMEZ FOR STATEMENTS MADE DURING A REGULAR MEETING OF THE CITY COUNCIL AND REQUESTING THE COUNCIL PRESIDENT TO REMOVE COUNCIL MEMBER GOMEZ FROM HIS POSITION AS CHAIRMAN OF THE WORK SESSION

WHEREAS, a mission of the City of Pueblo is to assure that the public has confidence in the integrity of all aspects of City government and the public servants that exercise discretionary powers; and

WHEREAS, part of the framework and purpose of the City of Pueblo's Code of Ethics is to promote respectability by safeguarding public confidence in the integrity of government by being honest, fair, caring and respectful, and by avoiding conduct creating the appearance of impropriety or which is otherwise unbefitting public servants; and

WHEREAS, the Pueblo City Council ("Council") recognizes that its members should uphold the highest standards of professionalism, respect, and decorum during all public meetings; and

WHEREAS, during the July 14, 2025 regular meeting of City Council, Council Member Roger Gomez brought forth statements that were inappropriate, disrespectful, and inconsistent with the standards of conduct expected of members of this governing body; and

WHEREAS, Council Member Roger Gomez entered a library location on July 17 inquiring about LGBTQIA+ collections, programs, and transgender library staff; and

WHEREAS, Council has the authority to express its collective disapproval of a member's conduct through a formal resolution of censure; and

WHEREAS, the City Council finds it necessary and appropriate to publicly censure Council Member Roger Gomez for his conduct during the July 14, 2025 Regular Meeting of Council in order to uphold the integrity of the Council and maintain public trust; and

WHEREAS, the City Council finds it necessary and appropriate to publicly censure Council Member Roger Gomez for his conduct on July 17, 2025, to uphold the integrity of the Council and maintain public trust; and

WHEREAS, in addition to the censure, the City Council believes it is in the best interests of Council to request that the Council President remove Council Member Roger Gomez from his position as Chairman of the Council Work Sessions due to his conduct; NOW THEREFORE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council hereby formally censures Council Member Roger Gomez for the statements he brought forth during the regular City Council meeting of July 14, 2025, which statements the Council finds to be unprofessional and to undermine the public's trust in, and the integrity of the Council.

SECTION 2.

The City Council hereby formally censures Council Member Roger Gomez for the statements and actions he made on July 17, 2025, when he a library location inquiring about LGBTQIA+ collections, programs, and transgender library staff which statements and actions the Council finds to be unprofessional, inappropriate, and inconsistent with the standards of decorum expected of Council members, and to undermine the public's trust in, and the integrity of the Council.

SECTION 3.

The City Council hereby requests that Council President Mark Aliff remove Council Member Roger Gomez from his position as Chairman of the Work Sessions of the City Council.

SECTION 4.

The City Clerk is directed to enter this Resolution of Censure into the official records of the City Council and provide a certified copy to Council Member Roger Gomez.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: July 28, 2025

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

E-25-4

Elected Official Ethics Complaint

Status: Active

Submitted On: 7/23/2025

Complainant Information

Please note that this form is considered a public document and may be released to the public by request pursuant to the Colorado Open Records Act.

Your full name:*

Jennifer James

Street Address:*

[redacted]

City:*

[redacted]

State:*

[redacted]

Zip Code:*

[redacted]

Email:*

[redacted]

Phone Number:*

[redacted]

Complaint Details

Person against whom you are alleging the complaint:*

Councilman Gomez

Please select the alleged violation(s):

Disclosed confidential information acquired in the course of his or her official duties in order to further substantially his or her financial interests. (PMC §1-9-4(a)(1))

☐

Accepted a gift of substantial value or a substantial economic benefit tantamount to a gift of substantial value. (PMC §1-9-4(a)(2))

☐

Disclosed information or records that are not available to the public, which were acquired in the course of his or her public office duties without a legal basis or court order. (PMC §1-9-6)

☐

Disclosed records or discussions of an executive session except pursuant to 24-6-402(2)(d.5)(II)(D), CRS. (PMC §1-9-6)

☐

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she or his or her family has a substantial financial interest. (PMC §1-9-7(2))

☐

Performed an official act directly and substantially affecting to its economic benefit a business or other undertaking in which he or she is engaged as counsel, consultant, representative or agent. (PMC §1-9-7(2))

☐

Other violation of the Ethics Code

☑

Code Provision Citation:*

Sec. 6-10-4. - Grounds for discipline or discharge.

Date of official act*

07/15/2025

What official act was taken?*

(4) Conduct unbecoming an employee of the City

Please attach any supplemental evidence or additional pages of the complaint in the attachments section following.

I do hereby swear or affirm that the statements made here and attached hereto are true and accurate to the best of my knowledge.

By clicking to submit your digital signature, you agree that your electronic signatures appearing in this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. If you would like to sign this document manually, please contact the City Clerk's office at 719-553-2669. *

Jennifer James
Jul 23, 2025