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

**MONDAY, DECEMBER 8, 2025**
**7:00 PM**

***Individuals Requiring Special Accommodations Should Notify the City's ADA Coordinator at (719) 553-2295 by Noon on the Friday Preceding the Meeting.***

## A. CALL TO ORDER
President Mark Aliff

## B. INVOCATION
Pastor Steve Chavez, Pueblo Praise

## 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 November 24, 2025, as distributed.*

J1 City Council Minutes 112425

## 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 Planning and Zoning minutes from October 8, 2025

## M. RESOLUTIONS

M1 A Resolution ratifying an emergency construction contract in the amount of $191,903.17 with Parker Excavating, Inc., for Emergency Sanitary Sewer Point Repair at 101 W

Riverwalk, Project No. 24-033 (WWAN03) and approving the Purchasing Agent's execution of the same

M2 A Resolution confirming the appointment by the Mayor of Mary Beth Roth, Tony Montoya, and Mike Ricottone to serve a three-year term expiring December 1, 2028, on the Pueblo Municipal Golf Course Enterprise Advisory Committee

M3 A Resolution accepting an easement from the Pueblo West Metropolitan District, a Colorado special district, for use of property located adjacent to the Pueblo Motorsports Park

M4 A Resolution ratifying the appointment of certain Pueblo Regional Building Department Commission members to serve as temporary Commission members on the Southern Colorado Building Department Commission

M5 A Resolution ratifying the appointment of current Pueblo Regional Building Department Boards of Appeal members to serve as Boards of Appeal members for the Southern Colorado Building Department

## N. ORDINANCES – FIRST PRESENTATION

N1 An Ordinance establishing the Fiscal Year (FY) 2026-2027 Pueblo Urban Transportation Planning Project and budgeting and appropriating funds in the amount of $759,163.14 in 2026 for said project

N2 An Ordinance approving a Delegation Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Pueblo Area Council of Governments (PACOG) for 2026 Transportation Planning Services and authorizing the Mayor to execute same

N3 An Ordinance designating 330 South City Park Avenue, City Park BathHouse, as a Local Historic Landmark

N4 An Ordinance vacating a 91,364 square foot drainage and detention easement located at 4080 W. Northern Ave. in the Pueblo Metro-Center Mall Subdivision, Filing No 4, A Special Area Plan

N5 An Ordinance approving a settlement agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a political subdivision of the State of Colorado for the termination and dissolution of the Pueblo Regional Building Department

## O. APPROVAL OF CONSENT AGENDA

*I move to receive and file the minutes of the Planning and Zoning Commission, approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for December 22, 2025, and Order the Ordinances to be published BY TITLE.*

## P. REGULAR AGENDA

## Q. RESOLUTIONS

Q1 A Resolution awarding an agreement for Professional Engineering Services in the amount of $3,396,234.31 to Bolton & Menk, Inc. a Colorado Corporation, for Project No. 25-002 Planning Consultant for 24th Street Bridge and Downtown Corridor and authorizing the Purchasing Agent to execute same

## R. QUASI-JUDICIAL PROCEEDINGS

R1 An Ordinance changing zoning restrictions from R-2 Single-Family Residential Zone District to R-5, Multiple-Residential and Office Zone District covering an unimproved .34-

acre parcel of land generally located at the southeast corner of Madison Avenue and Pitkin Ave - *Introduced November 24, 2025 by Councilor Brett Boston*

## S. ORDINANCES – FINAL PRESENTATION

S1 An Ordinance providing for the City of Pueblo Departmental Authorized Personnel Positions for the Fiscal Year 2026 - *Introduced November 24, 2025 by Councilor Brett Boston*

S2 An Ordinance amending Sections 6-5-16 and 6-5-18 of Chapter 5, of the Title VI of the Pueblo Municipal Code relating to the classification and pay plan for Fiscal Year 2026 - *Introduced November 24, 2025 by Councilor Brett Boston*

S3 An Ordinance repealing Chapter 1 of Title 15 of the Pueblo Municipal Code and adopting a new Chapter 1 of Title 15 with the Colorado Model Traffic Code as revised in 2024 Revision 1.0 - *Introduced November 24, 2025 by Councilor Brett Boston*

S4 An Ordinance approving an Agreement between Pueblo School District 60, dba Pueblo City Schools, and the City of Pueblo for the School Resource Officer Program during the period of January 1, 2026 through December 31, 2026, and authorizing the Mayor to execute same - *Introduced November 24, 2025 by Councilor Brett Boston*

S5 An Ordinance approving a CDOT Access Permit Agreement between the City of Pueblo, a Colorado Municipal Corporation, and DTV Pueblo & Gretna, LLC, an Arizona limited liability company, and TBAZ, LLC, a Colorado limited liability company, and authorizing the Mayor to execute same - *Introduced November 24, 2025 by Councilor Brett Boston*

S6 An Ordinance approving the Memorandum of Understanding between Intervention Community Corrections Services and the Pueblo Police Department regarding compliance with the Prison Rape Elimination Act and authorizing the Mayor to execute the same - *Introduced November 10, 2025 by Councilor Brett Boston*

## T. ADJOURN

# REGULAR CITY COUNCIL MEETING
# CITY COUNCIL CHAMBERS – CITY HALL
# #1 CITY HALL PLACE
# MONDAY, NOVEMBER 24, 2025 - 7:00 PM

# MINUTES

## A. CALL TO ORDER

President Aliff called the meeting to order at 7:00 p.m.

## B. INVOCATION

## C. PLEDGE OF ALLEGIANCE

## D. ROLL CALL

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

**Council Members Present via Zoom:** Regina Maestri.

**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: "SNAP & EBT BUSINESS VENDOR DAY – NOVEMBER 24, 2025" - DUANE NAVA, PRESIDENT & CEO OF THE GREATER PUEBLO CHAMBER OF COMMERCE, NOAH COMMERFORD, PRESIDENT & CEO OF THE PUEBLO LATINO CHAMBER OF COMMERCE, AND SHANNA FARMER, PRESIDENT & CEO OF UNITED WAY OF PUEBLO COUNTY

## F. PUBLIC FORUM

- Richard Beckerman - Squatters taking over homes
- Elvis Martinez - Decorum/Ethics

## G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

## H. REVIEW OF AGENDA

The agenda was reviewed page by page.

## I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Latino, moved to remove Q1 from the agenda, and to approve the agenda as amended.

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

## J. READING AND APPROVAL OF MINUTES

## J1 CITY COUNCIL MINUTES 11/10/2025

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **November 10, 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 APPROVING CONTRACT AMENDMENT NO. 1 IN THE AMOUNT OF $233,549 TO H.W. HOUSTON CONSTRUCTION, LLC., FOR PROJECT NO. 25-066, REMODEL OF RIVERWALK BUILDING, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16179**.

## M2 A RESOLUTION APPROVING AMENDMENT NO. 4 TO THE AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES IN THE AMOUNT OF $21,300 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND ALLRED AND ASSOCIATES, A COLORADO CORPORATION, FOR PROJECT NO. 22-010 DESIGN AND ENGINEERING OF NEW FIRE STATIONS 6, 8, AND 11 PROJECT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as **16180**.

## M3 A RESOLUTION APPROVING AMENDMENT NO. 1 TO THE FACILITY SERVICES PROGRAM AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TOLIN MECHANICAL SYSTEMS COMPANY, LLC, A DELAWARE CORPORATION RELATING TO THE MAINTENANCE AND REPAIR OF THE POPE BLOCK BUILDING, LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

This Resolution was assigned as **16181**.

## M4 A RESOLUTION RATIFYING THE JOINT APPOINTMENT OF DOREEN MARTINEZ TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF

**TRUSTEES**

This Resolution was assigned as **16182**.

**M5 A RESOLUTION ESTABLISHING FEES RELATING TO THE CITY'S COMMUNITY SOLID WASTE CLEAN-UP PROGRAM**

This Resolution was assigned as **16183**.

**M6 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-30) TO THE HARP AUTHORITY FOR THE USE OF VICTORIA STREET FROM "D" STREET TO GRAND AVENUE, GREENWOOD STREET FROM VICTORIA AVENUE TO CITY CENTER DRIVE AND CITY CENTER DRIVE FROM GREENWOOD STREET TO 2ND STREET FOR THE PURPOSE OF FACILITATING THEIR ANNUAL HOLIDAY LIGHT EXTRAVAGANZA EVENT**

This Resolution was assigned as **16184**.

**M7 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-34) TO THE YMCA OF PUEBLO FOR THE USE OF ONE LANE OF SPAULDING AVENUE AND ONE LANE OF PARKER BOULEVARD FOR THEIR 2025 YMCA TURKEY TROT ON THANKSGIVING DAY EVENT**

This Resolution was assigned as **16185**.

**M8 A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-38) TO PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, FOR THE USE OF W. 10TH STREET FROM COURT STREET TO N. MAIN STREET; N. MAIN STREET FROM W. 9TH STREET TO W. 11TH STREET; AND COURT STREET FROM W. 11TH STREET TO W. 10TH STREET FOR THE PURPOSE OF FACILITATING THE COURTHOUSE LIGHTING CEREMONY**

This Resolution was assigned as **16186**.

**N. ORDINANCES – FIRST PRESENTATION**

**N1 AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2026**

**N2 AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF THE TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2026**

**N3 AN ORDINANCE CHANGING ZONING RESTRICTIONS FROM R-2 SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT COVERING AN UNIMPROVED .34-ACRE PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF MADISON AVENUE AND PITKIN AVE**

**N4 AN ORDINANCE REPEALING CHAPTER 1 OF TITLE 15 OF THE PUEBLO**

**MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 1 OF TITLE 15 WITH THE COLORADO MODEL TRAFFIC CODE AS REVISED IN 2024 REVISION 1.0**

**N5 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1, 2026 THROUGH DECEMBER 31, 2026, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

**N6 AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DTV PUEBLO & GRETNA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND TBAZ, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

## 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 December 8, 2025, and Order the Ordinances to be published BY TITLE.

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

## P. REGULAR AGENDA

## Q. RESOLUTIONS

**Q1 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $3,398,239.43 TO BOLTON & MENK, INC. A COLORADO CORPORATION, FOR PROJECT NO. 25-002 PLANNING CONSULTANT FOR 24TH STREET BRIDGE AND DOWNTOWN CORRIDOR AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This items was removed from the Agenda.

**Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO BOYS & GIRLS CLUBS OF PUEBLO COUNTY IN THE AMOUNT OF $1,400 TO SPONSOR THE SANTA'S HELPER PROGRAM IN DECEMBER 2025**

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

- Elvis Martinez appeared in person and spoke against this Resolution.

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

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

This Resolution was assigned as **16187**.

### Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO SOUTHERN COLORADO HARM REDUCTION ASSOCIATION IN THE AMOUNT OF $1,000 TO SPONSOR A WARM THANKSGIVING FOR EVERY HEART AT 219 W NORTHERN AVENUE AT 11:30 AM ON THURSDAY, NOVEMBER 27, 2025

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

Councilor Boston, seconded by Councilor Latino, moved to change the contribution to $1500 and approve the Resolution 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.

This Resolution was assigned as **16188**.

## R. ORDINANCES – FINAL PRESENTATION

### R1 AN ORDINANCE LEVYING AND CERTIFYING THE CITY OF PUEBLO PROPERTY TAX MILL LEVY MADE IN 2025 FOR THE 2026 BUDGET YEAR

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

**PUBLIC HEARING:**

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

Councilor Boston, seconded by Councilor 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 **11074.**

### R2 AN ORDINANCE MAKING APPROPRIATION FOR THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS, AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2026 AND ADOPTING THE BUDGET FOR THE YEAR 2026

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

**PUBLIC HEARING:**

- Elvis Martinez appeared in person and spoke against this Ordinance.

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

President Aliff, seconded by Councilor Flores, moved to amend the 2026 Budget to decrease the overall expenditures by $2,650,681; in Contractual Agreements amend the Pueblo Zoo Operations to budget an additional $176,344 from the 2026 General Fund Balance for a total budgeted amount of $944,000; amend the Boys & Girls Club to budget $50,000 from the 2026 General Fund Balance for a total budgeted amount of $50,000; amend and add an additional line item in the amount of $200,000 for Sky Corral from the 2026 General Fund Balance under the Capital Improvement Plan Budget; and amend the Pueblo Economic Development Tax Fund and adding an additional line item in the amount of $35,000 for Work Force Development.

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

President Aliff, seconded by Councilor Gomez, made a motion to lay item R2 on the table.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Motion Passed 7-0.

President Aliff, seconded by Councilor Boston, moved to amend the 2026 Budget to decrease the overall expenditures by $2,650,681 from the 2026 Proposed Budget.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri. Councilor Martinez. **Nays:** Motion Passed 7-0.

President Aliff, seconded by Councilor Flores, moved to amend the 2026 Budget –- Contractual Agreements — Pueblo Zoo Operations to budget an additional $176,344 from the 2026 General Fund Balance for a total budgeted amount of $944,000.

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

President Aliff, seconded by Councilor Boston, moved to amend the 2026 Budget - Contractual Agreements, Boys & Girls Club to budget $50,000 from the 2026 General Fund Balance for a total budgeted amount of $50,000.

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

President Aliff, seconded by Councilor Boston, moved to amend the 2026 Budget by adding an additional line item in the amount of $200,000 for Sky Corral from the 2026 General Fund Balance under the Capital Improvement Plan Budget.

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

President Aliff, seconded by Councilor Boston, moved to amend the 2026 Budget by adding an additional line item in the amount of $35,000 for Work Force Development from the Pueblo Economic Development Tax Fund.

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

Councilor Latino, Councilor Martinez. **Nays:** Councilor Maestri. Motion Passed 6-1.

President Aliff, seconded by Councilor Boston, moved to take from the table item R2.

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

President Aliff, seconded by Councilor Boston, made a motion to amend the budget with the approved amendments and pass the budget.

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

This Ordinance was assigned as **11075.**

## R3 AN ORDINANCE LEVYING AND CERTIFYING THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2025 FOR THE 2026 BUDGET YEAR

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

**PUBLIC HEARING:**

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

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

Roll Call - **Ayes:** 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 **11076.**

## R4 AN ORDINANCE LEVYING AND CERTIFYING THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2025 FOR THE 2026 BUDGET YEAR

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

**PUBLIC HEARING:**

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

Councilor Boston, seconded by Councilor 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 **11077.**

## R5 AN ORDINANCE ANNEXING UNINCORPORATED MUNICIPALLY OWNED LAND COMMONLY KNOWN AS THE PUEBLO MEMORIAL AIRPORT-WEST AIRPORT ANNEXATION AND DESCRIBED AS 168.2 ACRES OF LAND NORTH

**AND SOUTH OF WILLIAM WHITE BOULEVARD AND EAST OF NORTH 27TH LANE**

A staff report and detailed review of the Ordinance was given by Andrew Hayes, Director of Public Works and Beritt Odom, Director of Planning & Community Development. Ms. Odom requested that the Planning & Zoning documents for this item, Case # A25-01 dated September 10, 2025, be made part of the record for this hearing. So ordered by President Aliff.

**PUBLIC HEARING:**

- Jeff Shay appeared in person and spoke against this Ordinance.
- Brett Verna appeared in person and spoke against this Ordinance.

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

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

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

**R6 AN ORDINANCE APPROVING A ONE-TIME PAYMENT OF $50,000 TO PUEBLO COOPERATIVE CARE CENTER TO HELP PROVIDE FOOD ASSISTANCE TO THOSE AFFECTED BY THE FEDERAL GOVERNMENT SHUTDOWN AND DISCONTINUATION OF SNAP BENEFITS, AND BUDGETING AND APPROPRIATING $50,000 FROM PROJECT CI2113 – ARPA INTEREST FUNDS TO PROJECT CI2523 – PUEBLO COOPERATIVE CARE SUPPORT FOR THAT PURPOSE**

A staff report and detailed review of the Ordinance was given by Carla Sikes, City Attorney.

**PUBLIC HEARING:**

- Elvis Martinez appeared in person and spoke in favor of this Ordinance.
- Andrew Strong appeared in person and spoke in favor of this Ordinance.
- Elizabeth Ripple appeared in person and spoke in favor of this Ordinance.

Seeing no one else 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 **11078.**

**R7 AN ORDINANCE TRANSFERRING $40,550 FROM PUEBLO POLICE DEPARTMENT WAGES/POLICE SERVICE ACCOUNT 101-20-2050-20-51030 TO PROJECT CI2449, APPROVING AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BRIDGERS &**

**PAXTON CONSULTING ENGINEERS, INC., A REGISTERED COLORADO CORPORATION, IN THE AMOUNT OF $40,550 FOR PROJECT NO. 22-013, MEP ENGINEERING CONSULTING SERVICES FOR CITY FACILITIES - DESIGN FOR PMJC CHILLER/BOILER REPLACEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

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

**PUBLIC HEARING:**

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

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

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

This Ordinance was assigned as **11079.**

**R8 AN ORDINANCE APPROVING AN AMENDMENT TO COMMERCIAL OPERATOR HANGAR LEASE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SOUTHERN COLORADO FLIGHT PROFESSIONALS, LLC, A COLORADO LIMITED LIABILITY COMPANY, 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 Latino, 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 **11080.**

**R9 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE TOWN OF BOONE, A COLORADO STATUTORY TOWN CREATING THE SOUTHERN COLORADO BUILDING DEPARTMENT AND AUTHORIZING THE MAYOR TO SIGN THE SAME**

A staff report and detailed review of the Ordinance was given by Carla Sikes, City Attorney.

**PUBLIC HEARING:**

- Mark Gurero appeared in person and spoke in favor of this Ordinance.
- Drew Macaluco appeared in person and spoke in favor of this Ordinance.

- Brett Verna appeared in person and spoke in favor of this Ordinance.

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

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

Roll Call - **Ayes:** 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 **11081.**

**R10 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE IV AND RELATED PROVISIONS OF THE PUEBLO MUNICIPAL CODE TO REFLECT CHANGES RESULTING FROM THE INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF BOONE FOR CREATION OF THE SOUTHERN COLORADO BUILDING DEPARTMENT**

A staff report and detailed review of the Ordinance was given by Carla Sikes, City Attorney.

**PUBLIC HEARING:**

- Mark Gurero appeared in person and spoke in favor of this Ordinance.

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

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

Roll Call - **Ayes:** 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 **11082.**

**R11 AN ORDINANCE AMENDING TITLE IX CHAPTER 4 AND CREATING TITLE IX CHAPTER 4.1 OF THE PUEBLO MUNICIPAL CODE CONCERNING HEALTHY BEVERAGES WITH CHILDREN'S MEALS AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF**

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

**PUBLIC HEARING:**

- Jessica Apadoca appeared in person and spoke in favor of this Ordinance.
- Gabby Stapleton appeared in person and spoke in favor of this Ordinance.
- Sandra Sherrier appeared in person and spoke against this Ordinance.
- Elvis Martinez appeared in person and spoke against this Ordinance.

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

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

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

## R12 AN ORDINANCE AMENDING SECTION 1-4-2, PUEBLO MUNICIPAL CODE AND SECTION 13 OF APPENDIX A LEGISLATIVE PROCEDURES AND RULES OF COUNCIL RELATING TO CITY COUNCIL REGULAR MEETING COMMENCEMENT TIME

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

**PUBLIC HEARING:**

- Andrew Strong appeared in person and spoke in favor of this Ordinance.
- Brett Verna appeared in person and spoke in favor of this Ordinance.
- Diane Danta appeared in person and spoke in favor of this Ordinance.
- Elvis Martinez appeared in person and spoke against this Ordinance.

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

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

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

## R13 AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN INTERVENTION COMMUNITY CORRECTIONS SERVICES AND THE PUEBLO POLICE DEPARTMENT REGARDING COMPLIANCE WITH THE PRISON RAPE ELIMINATION ACT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

Councilor Boston, seconded by Councilor Maestri, moved to postpone this item to December 8, 2025.

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

## S. COUNCIL MEMBER CONFLICT OF INTEREST

## S1 A CITIZEN FILED AN ETHICS COMPLAINT AGAINST COUNCILOR SARAH MARTINEZ.

Councilor Martinez was excused from the meeting.

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

Councilor Gomez, seconded by Councilor Maestri, moved to accept the ethics complaint.

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

Councilor Latino, Councilor Maestri. **Nays:** None. Motion Passed 6-0.

Councilor Flores, seconded by Councilor Gomez, moved to dismiss the ethics complaint.

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

## T. ADJOURN

President Aliff adjourned the meeting at 10:03 p.m.

Respectfully submitted,



Vincent Petkosek
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, October 8, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:32 with Chairman Mike Castellucci presiding.

**Commissioners Present:** Mike Castellucci, Patrick Avalos, Alexandra Aznar, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

**Commissioners Absent:** Brett Boston

**Staff Members Present:** Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Mikaylin Hackley, Planner; Hannah Prinzi, Planner; and Riane Ledford, Planner.

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey moved to amend the agenda, moving the 2026-2030 Proposed Capital Improvement Plan before MSP-25-04, Master Sign Plan, Pueblo Springs Apartments and approve the amended agenda, seconded by Spinuzzi.

**Motion Passed:** 6-0, Boston absent

**Public Meeting:**

**1. 2026-2030 Proposed Capital Improvement Plan:**
Danny Nunn, Finance Director, and Brandon Carleo, Accountant II, presented the 2026-2030 Proposed Capital Improvement Plan to the Planning and Zoning Commission.

**Commission Action:** Bailey moved to recommend the 2026-2030 Proposed Capital Improvement Plan to City Council for approval. Seconded by Spinuzzi.

**Motion Passed:** 6-0, Boston absent

**MSP-25-04 Master Sign Plan:** Master Sign Plan to allow a second monument sign at the southeast corner of the N. Pueblo Blvd. and W. 31st Street intersection on the Pueblo Springs Apartments development site, 3300 W. 31st Street. Staff report by Hannah Prinzi, Planner.

**Commission Action:** Bailey moved to approve a second monument sign for the Pueblo Springs Apartments development to be generally located at the southeast corner of the N. Pueblo Blvd. and W. 31st Street intersection on the Pueblo Springs Apartments site. Seconded by Avalos.

**Motion Passed:** 6-0, Boston absent

**Public Hearing:**

**TA-25-06 Text Amendment:** An Ordinance amending Section 2 of Chapter 2, Section 51 of Chapter 4, and Sections 4 and 10 of Chapter 10 of Title 17 of the Pueblo Municipal Code relating to off-premises signs. Staff report by Mikaylin Hackley, Planner.

**Hearing:** No one spoke in favor or opposition of the proposed amendment.

**Commission Action:** Bailey moved to recommend the Text Amendment be forwarded to City Council for approval, seconded by Spinuzzi.

**Motion Passed**: 6-0, Boston absent

**Approval of Minutes:**

Bailey moved to approve the minutes from the September 10, 2025, meeting. Seconded by Spinuzzi.

**Old/New Business:**

**Adjourn at** 4:24 PM

Respectfully submitted,

Mike Castellucci
Chairperson

Beritt Odom
Executive Secretary

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

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** December 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $191,903.17 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 101 W RIVERWALK, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

## SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc., for emergency sanitary sewer point repairs at 101 W. Riverwalk.

## PREVIOUS COUNCIL ACTION:

None

## BACKGROUND:

The Wastewater Department collection crew televised the sewer main next to 101 W Riverwalk to determine the current conditions of the sewer main before the City of Pueblo starts to occupy the building. They discovered multiple sags ranging from 25% to 90% in the main, with the most severe at the services. These defects will further deteriorate, increase the chance of collapse and block the flow from the building services. An emergency repair was performed to remove and replace the defective pipe, install a new manhole at the upstream end of the main and putting back existing surface improvements. Additionally, the existing manhole at the downstream end of the main was rehabilitated with calcium aluminate patching and epoxy coating, and the trough and bench were rebuilt with fast-setting cementitious material.

Due to the utilities in the repair location, relocating the sewer main was not possible and removing and replacing the defective pipe segment of the existing line together with the need to improve the slope of the sewer main required extensive surface improvements, labor, time and material costs as summarized in the change order.

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

The cost breakdown for the project is as follows:

| | | | |
|---|---|---|---|
| **Sanitary Sewer Replacement-related** | | | |
| ***Total:*** | $ | 134,816.05 | 70% |
| **Surface Improvement Related** | | | |
| ***Total:*** | $ | 57,087.12 | 30% |
| ***Grand Total:*** | $ | 191,903.17 | 100% |

**FINANCIAL IMPLICATIONS:**

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

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable

**STAKEHOLDER PROCESS:**

None

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. 12-08-25 101 W Riverwalk Emergency Point Repair Attachment

RESOLUTION NO.

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $191,903.17 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 101 W RIVERWALK, PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME

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

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 101 W. Riverwalk with Parker Excavating, Inc., Project No. 24-033 (WWAN03) — Emergency Point Repair awarded to said bidder in the amount of $191,903.17.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including contract change order in the amount of $112,165.17 and any other payment authorized under the contract are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 8, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

| 2024-2026 Emergency Sanitary Sewer Point Repair | | | | | 101 W Riverwalk | |
|---|---|---|---|---|---|---|
| **Date** 07/29/2025 | | | | | | |
| **Project Number:** 24-033 (WWAN03) | | | | | Miller Pipeline, LLC | Parker Excavating, Inc. |
| **Item** | **Description** | **Estimated** | | | | |
| 1 | Remove and Replace 8” PVC Less than 10’ Deep | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 2 | Remove and Replace 8” PVC More than 10’ Deep | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | 170 | $ 28,900.00 | $ 20,570.00 |
| 3 | Remove and Replace 10” PVC Less than 10’ Deep | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 4 | Remove and Replace 10” PVC More than 10’ Deep | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 5 | Remove and Replace 12” PVC Less than 10’ Deep | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 6 | Remove and Replace 12” PVC More than 10’ Deep | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 7 | Remove and Replace 15” PVC Less than 10’ Deep | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 8 | Remove and Replace 15” PVC More than 10’ Deep | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 9 | Remove and Replace 4” Service Tap Less than 10’ Deep | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 10 | Remove and Replace 4” Service Tap More than 10’ Deep | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | 50 | $ 8,500.00 | $ 5,700.00 |
| | | >100 | LF | | $ - | $ - |
| 11 | Remove and Replace 6” Service Tap Less than 10’ Deep | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 12 | Remove and Replace 6” Service Tap More than 10’ Deep | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 13 | Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | 200 | $ 17,000.00 | $ 15,000.00 |
| 14 | Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 15 | Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 16 | Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 17 | Remove and Replace 7” Reinforced Concrete | 1-20 | SF | | $ - | $ - |
| | | 21-100 | SF | | $ - | $ - |
| | | >100 | SF | 166 | $ 2,988.00 | $ 3,071.00 |
| 18 | Remove and Replace 6” Reinforced Concrete | 1-20 | SF | | $ - | $ - |
| | | 21-100 | SF | | $ - | $ - |
| | | >100 | SF | | $ - | $ - |
| 19 | Remove and Replace 4” Concrete | 1-20 | SF | | $ - | $ - |
| | | 21-100 | SF | | $ - | $ - |
| | | >100 | SF | 400 | $ 6,000.00 | $ 6,400.00 |
| 20 | Remove and Replace Standard Curb and Gutter | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | 40 | $ 2,040.00 | $ 1,980.00 |
| | | >100 | LF | | $ - | $ - |

| | | | | | | |
|---|---|---|---|---|---|---|
| 21 | Install or Remove and Replace 6" Curb Head | 1-20 | LF | | $ - | $ - |
| | | 21-100 | LF | | $ - | $ - |
| | | >100 | LF | | $ - | $ - |
| 22 | Install Extra Lean Concrete (FlowFill) | 1-20 | CY | | $ - | $ - |
| | | 21-100 | CY | | $ - | $ - |
| | | >100 | CY | 80 | $ 14,400.00 | $ 13,120.00 |
| 23 | Class 6 Base Course for Gravel Surfaced Alleys | TN | | | $ - | $ - |
| 24 | Remove Camera/Cleaning Head/Tap Cutter | HR | | | $ - | $ - |
| 25 | Remove and Replace 48” Diameter Manhole | with 1 Invert | EA | 1 | $ 6,000.00 | $ 4,280.00 |
| | | with 2 Inverts | EA | | $ - | $ - |
| | | with 3 Inverts | EA | 1 | $ 7,500.00 | $ 6,340.00 |
| | | with 4 Inverts | EA | | $ - | $ - |
| 26 | Remove and Replace 60” Diameter Manhole | with 1 Invert | EA | | $ - | $ - |
| | | with 2 Inverts | EA | | $ - | $ - |
| | | with 3 Inverts | EA | | $ - | $ - |
| | | with 4 Inverts | EA | | $ - | $ - |
| 27 | Calcium Aluminate Coat 48-inch Manhole | 1-10 | VF | | $ - | $ - |
| | | 11-15 | VF | | $ - | $ - |
| | | >15 | VF | | $ - | $ - |
| 28 | Calcium Aluminate Coat 60-inch Manhole | 1-10 | VF | | $ - | $ - |
| | | 11-15 | VF | | $ - | $ - |
| | | >15 | VF | | $ - | $ - |
| 29 | Rebuild Manhole Bench and Trough 48-inch Manhole | LS | | | $ - | $ - |
| 30 | Rebuild Manhole Bench and Trough 60-inch Manhole | LS | | | $ - | $ - |
| 31 | Reinstate Services - 4" | EA | | 4 | $ 1,400.00 | $ 1,552.00 |
| 32 | Reinstate Services - 6" | EA | | | $ - | $ - |
| 33 | Mobilization | LS | | 1 | $ 1,750.00 | $ 1,725.00 |
| | | | | Total | $ 96,478.00 | $ 79,738.00 |
| | | | | With Contingency | $ 115,773.60 | $ 95,685.60 |

# CONTRACT CHANGE ORDER

**CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS**

Project Number : 24-033 (WWAN03) Change Order No. : ONE 11/11/2025

Project Name : 2024, 2025 and 2026 Sanitary Sewer Point Repair
101 W Riverwalk

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

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

| Bid Item No. | Description of Changes | Decrease Contract By | Increase Contract By |
|---|---|---|---|
| 1 | REMOVE & REPLACE 8" PVC PIPE MORE THAN 10' DEEP (>100LF) | ($20,570.00) | |
| 2 | REMOVE & REPLACE 4" SERVICE TAP MORE THAN 10' DEEP (21-100LF) | ($2,280.00) | |
| 3 | ASPHALT PATCH – 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE | ($7,125.00) | |
| 4 | REMOVE & REPLACE 7" REINFORCED CONCRETE (>100SF) | | $1,665.00 |
| 5 | REMOVE & REPLACE 4" CONCRETE (>100SF) | ($2,560.00) | |
| 6 | REMOVE & REPLACE STANDARD CURB AND GUTTER (21-100LF) | | $198.00 |
| 7 | INSTALL EXTRA LEAN CONCRETE (FLOWFILL) | ($13,120.00) | |
| 9 | REMOVE AND REPLACE 48" DIAMETER MANHOLE (WITH 3 INVERTS) | ($6,340.00) | |
| 10 | REINSTATE SERVICES - 4" | | $388.00 |
| 12 | REMOVE & REPLACE 8" PVC PIPE MORE THAN 10' DEEP (21-100LF) -1ST | | $11,972.00 |
| 13 | REMOVE & REPLACE 8" PVC PIPE MORE THAN 10' DEEP (21-100LF) -2ND | | $11,680.00 |
| 14 | IMPORT STRUCTURAL FILL / CLASS 5 MATERIAL | | $17,516.70 |
| 15 | CLASS 6 BASE COURSE FOR PIPE BED STABILIZATION | | $1,465.86 |
| 16 | PUTTING BACK EX. SURFACE IMPROVEMENTS(CONCRETE, HANDRAIL, | | $7,820.00 |
| 17 | EPOXY LINING OF MANHOLE AND REBUILD BENCH | | $10,536.88 |
| 18 | T&M (POTHOLING, TEARING CONCRETE, REMOVING HANDRAIL & STATUTE | | $93,085.01 |
| 19 | TRAFFIC CONTROL | | $7,832.72 |
| | **TOTAL** (Decrease) / Increase | ($51,995.00) | $164,160.17 |

| | | |
|---|---|---|
| Net Adjustment This Change Order | $ | 112,165.17 |
| Amount of Previous Change Order(s) | $ | 0.00 |
| Original Contract Amount | $ | 79,738.00 |
| Total Adjusted Contract Amount To Date | $ | 191,903.17 |

Reason For Change: Actual Field Quantities.

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

Prepared by: _____ Date:_____
Wastewater Civil Engineer

Reviewed by: _____ Date:_____
Wastewater Engineering Manager

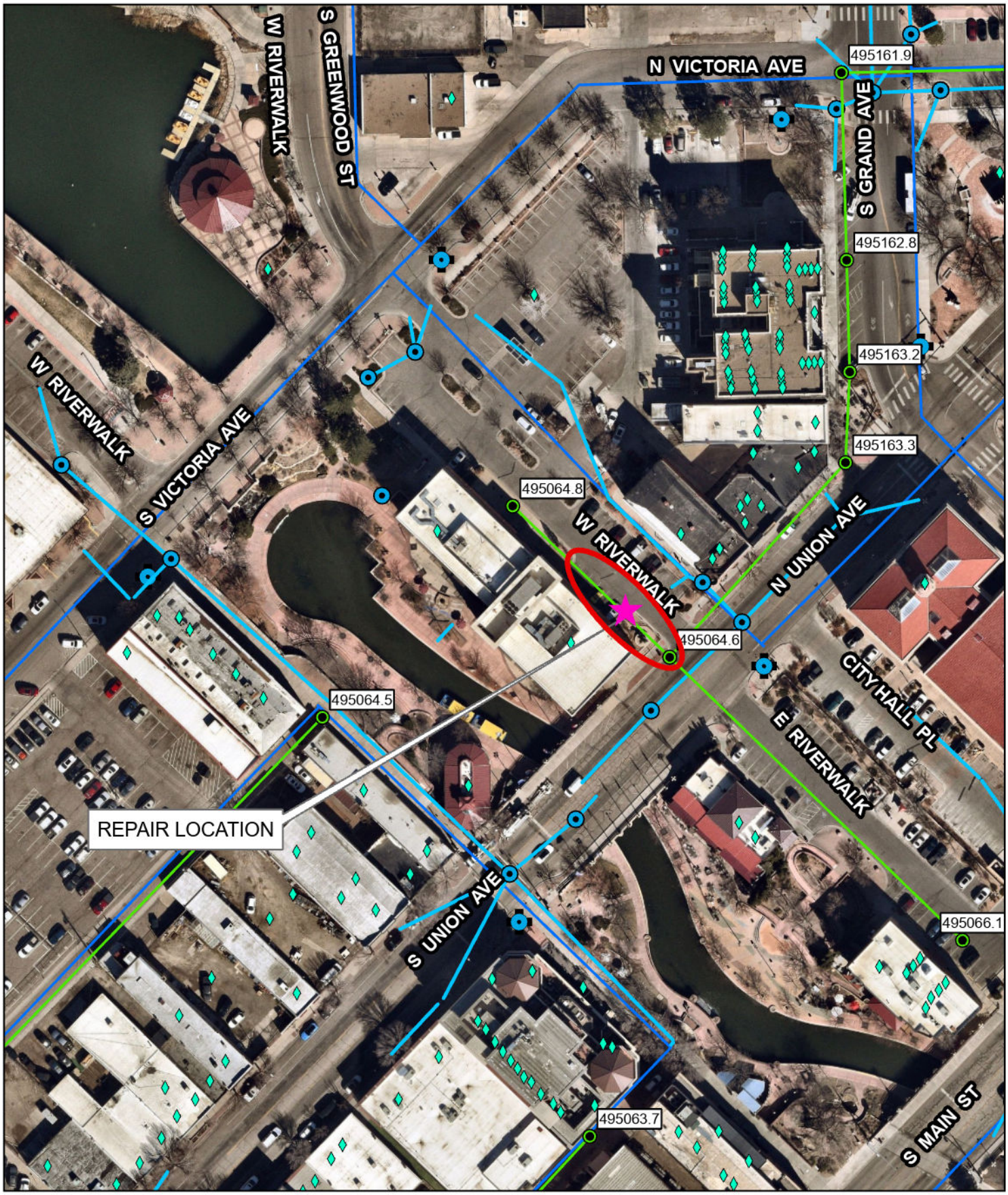
Accepted by: _____ Date:_____
Contractor's Representative

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

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299

# 24-033 (WWAN03)
# 2024 -2026 Emergency Sanitary Point Repair
# 101 W Riverwalk



**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** December 8, 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 MARY BETH ROTH, TONY MONTOYA, AND MIKE RICOTTONE TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 1, 2028, ON THE PUEBLO MUNICIPAL GOLF COURSE ENTERPRISE ADVISORY COMMITTEE

## SUMMARY:

This Resolution confirms the appointment by the Mayor of Mary Beth Roth, Tony Montoya, and Mike Ricottone to serve a three-year term expiring December 1, 2028, on the Pueblo Municipal Golf Course Enterprise Advisory Committee.

## PREVIOUS COUNCIL ACTION:

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

## BACKGROUND:

Due to the term expirations of Mike Ricottone, Tony Montoya, and Joe Latino, there are appointments available to serve a three-year term expiring December 1, 2028, on the Pueblo Municipal Golf Course Enterprise Advisory Committee. One member must be an Elmwood Daily Green Fee Rep, one must be a Walkingstick Daily Green Fee Rep, and one must be a Citizen at Large. Three candidates were interviewed by the Mayor.

## FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

## BOARD/COMMISSION RECOMMENDATION:

N/A

**STAKEHOLDER PROCESS:**

N/A

**ALTERNATIVES:**

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

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO.

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MARY BETH ROTH, TONY MONTOYA, AND MIKE RICOTTONE TO SERVE A THREE-YEAR TERM EXPIRING DECEMBER 1, 2028, ON THE PUEBLO MUNICIPAL GOLF COURSE ENTERPRISE ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Mary Beth Roth, Tony Montoya, and Mike Ricottone to the Pueblo Municipal Golf Course Enterprise Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The following individual is hereby appointed to the Pueblo Municipal Golf Course Enterprise Advisory Committee to serve a three-year term expiring December 1, 2028 in the Citizen At-Large position:

Mary Beth Roth

SECTION 2.

The following individual is hereby reappointed to the Pueblo Municipal Golf Course Enterprise Advisory Committee to serve a three-year term expiring December 1, 2028 in the Walking Stick Daily Green Fee Rep position:

Mike Ricottone

SECTION 3.

The following individual is hereby reappointed to the Pueblo Municipal Golf Course Enterprise Advisory Committee to serve a three-year term expiring December 1, 2028 in the Elmwood Daily Green Fee Rep position:

Tony Montoya

SECTION 4.

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 5.

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

INTRODUCED: December 8, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** December 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION ACCEPTING AN EASEMENT FROM THE PUEBLO WEST METROPOLITAN DISTRICT, A COLORADO SPECIAL DISTRICT, FOR USE OF PROPERTY LOCATED ADJACENT TO THE PUEBLO MOTORSPORTS PARK

## SUMMARY:

This Resolution accepts an easement from the Pueblo West Metropolitan District providing use of property owned by the district at the north end of the drag strip at the Pueblo Motorsports Park.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The Pueblo Motorsports Park drag strip has an overrun area that extends beyond the City's current land ownership. Pueblo West Metro District has agreed to grant the City an easement for continued use of the property for this purpose.

## FINANCIAL IMPLICATIONS:

None.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

## STAKEHOLDER PROCESS:

Not applicable to this Resolution.

## ALTERNATIVES:

Failure to approve this Resolution will prevent the City from accepting the easement and may require removal of the drag strip overrun area.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

1. Easement and Right of Way - City-PWMD - PMI Drag Strip

RESOLUTION NO.

A RESOLUTION ACCEPTING AN EASEMENT FROM THE PUEBLO WEST METROPOLITAN DISTRICT, A COLORADO SPECIAL DISTRICT, FOR USE OF PROPERTY LOCATED ADJACENT TO THE PUEBLO MOTORSPORTS PARK

WHEREAS, Pueblo West Metropolitan District has granted an easement upon its property located at the north end of the existing drag strip at Pueblo Motorsports Park, and

WHEREAS, such easement is required for the continued safe operation of the drag strip facility; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Easement Agreement, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted.

SECTION 2.

The City Clerk is further directed to cause same to be recorded in the Office of the Pueblo County Clerk and Recorder forthwith.

SECTION 3.

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

INTRODUCED: December 8, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

## EASEMENT AND RIGHT OF WAY

THIS EASEMENT, granted this _____ day of _____, 2025, by Pueblo West Metropolitan District, a Colorado special district ("Grantor"), to the City of Pueblo, a Colorado municipal corporation ("Grantee"):

**WITNESSETH:**

THAT IN CONSIDERATION of the sum of One Dollar ($1.00) and other good and valuable consideration paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of operating, maintaining, and accessing an automotive racing track in, through, over, under and across Grantor's property situated in Pueblo County, Colorado, commonly known as the Pueblo Motorsports Park and described in the attached Exhibit "A" and Exhibit "B".

TOGETHER WITH the right to enter upon the Property for the purposes of construction, replacement, maintenance, control, and repair, and the right to use so much of the adjoining property of Grantor for said purposes. The Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the right and privilege above granted and which will not interfere with or endanger any of Grantee's equipment or facilities therein or use thereof. Such reservation by the Grantor shall in no event include the right to locate or erect or cause to be located or erected on the Property any building or any other structure or manufactured or mobile home or trailer unit.

Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the property.

"Grantee" shall include the plural and the feminine. This Easement And Right Of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the Grantor and Grantee.

******SIGNATURE PAGE FOLLOWS******

SIGNED this _____ day of _____, 2025.

GRANTOR

By: _____
President, Pueblo West Metro District,
A Colorado Special District

COUNTY OF PUEBLO )
) ss.
STATE OF COLORADO )

The foregoing instrument was acknowledged before me this _____ day of

_____, 2025 by _____, President,

Pueblo West Metro District, a Colorado Special District.

Witness my hand and official seal.

My commission expires: _____

( S E A L )

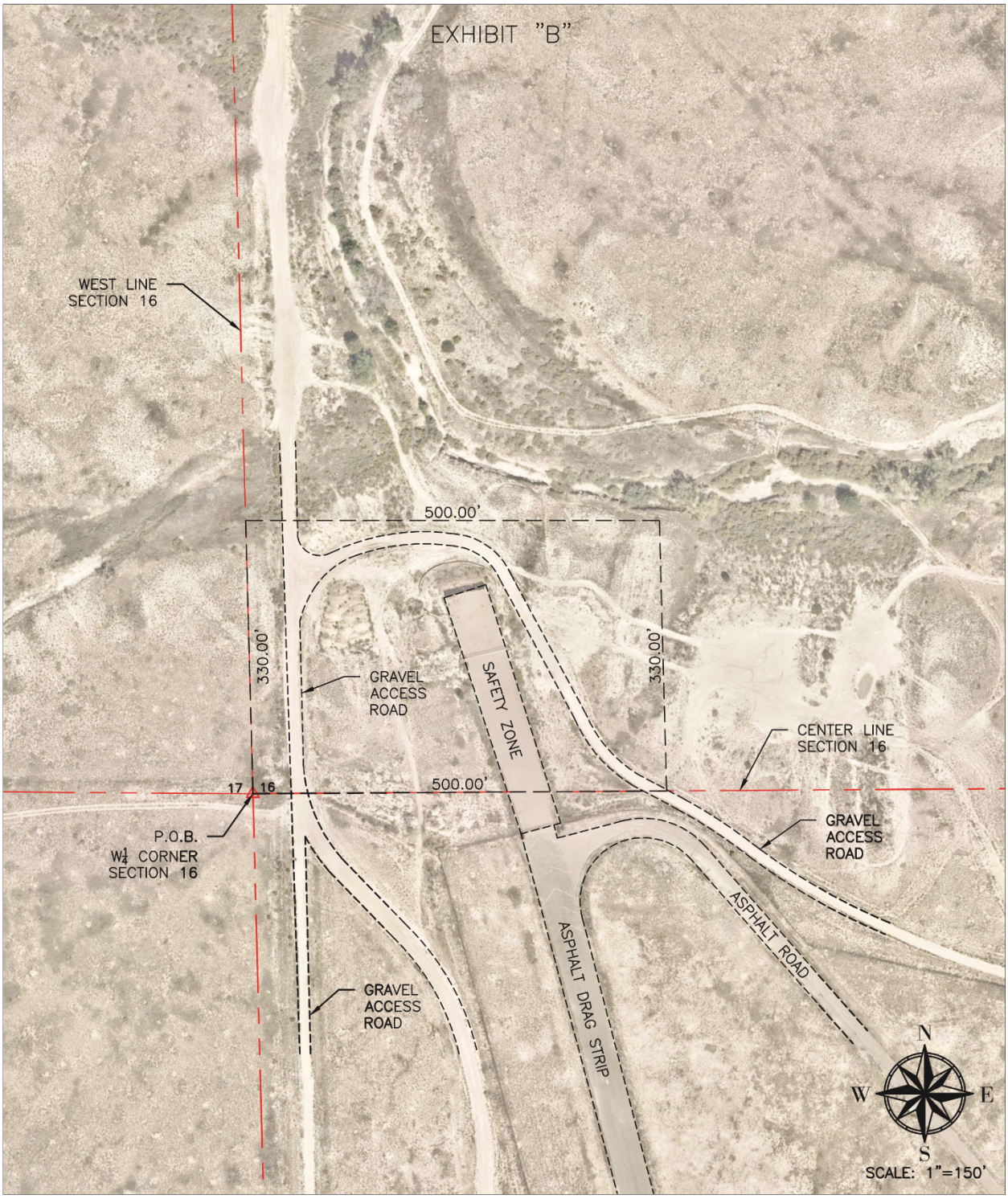
_____
Notary Public

**EXHIBIT "A"**

An easement located within the NW ¼ Section 16, Township 20 South, Range 65 West of the 6th Principal Meridian, County of Pueblo, State of Colorado, more particularly described as follows:

Beginning at the W ¼ Corner of said Section 16; thence northerly along the West section line of Section 16 a distance of 330.00 feet; thence easterly and parallel to the center line of Section 16, a distance of 500.00 feet; thence southerly and parallel to the West section line of Section 16, a distance of 330.00 feet to a point on the center line of Section 16; thence westerly along the center line of Section 16, a distance of 500.00 feet to the point of beginning.

Said easement has a calculated area of 3.79 acres, more or less.


EXHIBIT "B"
WEST LINE
SECTION 16
500.00'
330.00'
330.00'
GRAVEL
ACCESS
ROAD
SAFETY ZONE
CENTER LINE
SECTION 16
17
16
500.00'
P.O.B.
W¼ CORNER
SECTION 16
GRAVEL
ACCESS
ROAD
ASPHALT ROAD
ASPHALT DRAG STRIP
GRAVEL
ACCESS
ROAD
N
W
E
S
SCALE: 1"=150'

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** December 8, 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: A RESOLUTION RATIFYING THE APPOINTMENT OF CERTAIN PUEBLO REGIONAL BUILDING DEPARTMENT COMMISSION MEMBERS TO SERVE AS TEMPORARY COMMISSION MEMBERS ON THE SOUTHERN COLORADO BUILDING DEPARTMENT COMMISSION

## SUMMARY:

This Resolution ratifies the appointment of certain Pueblo Regional Building Department Commission members to serve as temporary Commission members on the Southern Colorado Building Department Commission until permanent members can be selected.

## PREVIOUS COUNCIL ACTION:

On November 26, 2025, by Ordinance 11081, City Council approved the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department.

## BACKGROUND:

On November 26, 2026, City Council approved the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department ("SCBD") by and between the City of Pueblo and the Town of Boone. The current Pueblo Regional Building Department ("PRBD") will terminate and dissolve on December 31, 2025. SCBD will replace PRBD effective January 1, 2026.

Similar to PRBD, SCBD will be governed by a Building Commission made up of nine members. Six members shall be appointed by the Mayor of the City of Pueblo subject to confirmation by the Pueblo City Council. The remaining three members will be jointly appointed by all member entities (City of Pueblo and Town of Boone). The application and selection process for the new SCBD Commission will take several weeks during which decisions regarding the transition and normal operations of SCBD must be made.

This Resolution, if approved, will ratify the appointment of all current PRBD board members, except the City and County elected officials, and one PRBD board member whose term recently expired to temporarily serve on the SCBD Commission. The current PRBD Commission members are familiar with the operations and needs of the building department. The appointment of the current Commission members is temporary and short in duration, up to three months, and meant only to fill the gap until a permanent SCBD Commission can be appointed. Maintaining the current Commission members through the transition until permanent SCBD Commission members can be selected will allow for a smooth transition to the new building department. Current Commission members are encouraged to apply to be members on the SCBD Commission.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

The City may refuse to adopt this Resolution.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO.

A RESOLUTION RATIFYING THE APPOINTMENT OF CERTAIN PUEBLO REGIONAL BUILDING DEPARTMENT COMMISSION MEMBERS TO SERVE AS TEMPORARY COMMISSION MEMBERS ON THE SOUTHERN COLORADO BUILDING DEPARTMENT COMMISSION

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of the following individuals to temporarily serve on the Southern Colorado Building Department Commission up and until March 31, 2026 or until a permanent Commission is appointed, whichever occurs first, shall be and is hereby ratified:

Diana Oldemeyer
Steven Contreras
Andy Jesik
Kent Shelman
Anthony Nunez
Kent Stringer

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: December 8, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** December 8, 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: A RESOLUTION RATIFYING THE APPOINTMENT OF CURRENT PUEBLO REGIONAL BUILDING DEPARTMENT BOARDS OF APPEAL MEMBERS TO SERVE AS BOARDS OF APPEAL MEMBERS FOR THE SOUTHERN COLORADO BUILDING DEPARTMENT

## SUMMARY:

This Resolution ratifies the appointment of Pueblo Regional Building Department Boards of Appeal members to serve as Boards of Appeal members for the Southern Colorado Building Department.

## PREVIOUS COUNCIL ACTION:

On November 26, 2025, by Ordinance 11081, City Council approved the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department.

## BACKGROUND:

On November 26, 2026, City Council approved the Intergovernmental Agreement for the Operation of the Southern Colorado Building Department ("SCBD") by and between the City of Pueblo and the Town of Boone. The current Pueblo Regional Building Department ("PRBD") will terminate and dissolve on December 31, 2025. SCBD will replace PRBD effective January 1, 2026.

Similar to PRBD, SCBD will provide review boards for electrical, plumbing, mechanical, and building codes. Each board will consist of five members, except for the electrical board which will consist of six members. Three of the review board members, or four in the case of the electrical board, shall be appointed by the City and the remaining members to each board will be jointly appointed by all member entities of the Intergovernmental Agreement. The function and composition of each Board of Appeal is set forth in the Intergovernmental Agreement.

The current Boards of Appeal members are familiar with the appeal process and standards. Maintaining the current Boards of Appeal members will allow for continuity and assist with a smooth transition to the new building department. This Resolution, if approved, will ratify the appointment of all current Boards of Appeal members to serve on the Boards of Appeal for SCBD. The members will serve out their current term the same as that term would be if PRBD had not dissolved.

**FINANCIAL IMPLICATIONS:**

None.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

Not applicable.

**ALTERNATIVES:**

The City may refuse to adopt this Resolution.

**RECOMMENDATION:**

Approval of the Resolution.

**ATTACHMENTS:**

None

RESOLUTION NO.

A RESOLUTION RATIFYING THE APPOINTMENT OF CURRENT PUEBLO REGIONAL BUILDING DEPARTMENT BOARDS OF APPEAL MEMBERS TO SERVE AS BOARDS OF APPEAL MEMBERS FOR THE SOUTHERN COLORADO BUILDING DEPARTMENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment of the following individuals to serve on the designated Board of Appeal for the Southern Colorado Building Department Commission up and until the end of the current term of their appointment under the Pueblo Regional Building Department, shall be and is hereby ratified:

| Building Board of Appeals | Term Expiration |
|---|---|
| David Knuth | 07/01/27 |
| Mark Kleven | 07/01/26 |
| Andrew Hayes | 07/01/27 |
| Amy Hurtig-Smith | 07/01/26 |

| Electrical Board of Appeals | Term Expiration |
|---|---|
| Larry G. Moore | 07/01/26 |
| Robert Berrier | 07/01/28 |
| Charlie Montera | 07/01/26 |
| Jason Olds | 07/01/27 |
| Daniel F. Henderson | 07/01/27 |
| Seth Boutilier | 07/01/26 |

| Mechanical Board of Appeals | Term Expiration |
|---|---|
| Patrick Grubb | 07/01/27 |
| Steve F. Girodo | 07/01/26 |
| Robert D. Vigil | 07/01/26 |
| Eric Dunton | 07/01/27 |
| Sean Convey | 07/01/28 |

| Plumbing Board of Appeals | Term Expiration |
|---|---|
| Ken Gulley | 07/01/27 |
| Alberto Herrera | 07/02/28 |
| Lance Harvey | 07/01/26 |
| Dan White | 07/01/26 |
| John Chrisman | 07/01/26 |

SECTION 2.

The officers of the City are authorized and directed to perform any and all acts

consistent with the intent of this Resolution to effectuate the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: December 8, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 8, 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 THE FISCAL YEAR (FY) 2026-2027 PUEBLO URBAN TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $759,163.14 IN 2026 FOR SAID PROJECT

## SUMMARY:

The proposed Ordinance would establish Fiscal Year (FY) 2026-2027 Urban Transportation Planning Project, and budget and appropriate $759,163.14 in FY2026 for the Project comprised of $373,575.00 in FY2026 Federal Highway Administration Consolidated Planning Grant (CPG) funds and estimated carryover funds from FY2025 FHWA CPG Funds in the amount of $385,588.14. Estimated revenues were identified for expenditure in the 2026 Pueblo Area Council of Governments (PACOG) Metropolitan Planning Organization (MPO) budget approved by the PACOG Board on August 28,2025, Resolution No. 25-019.

## PREVIOUS COUNCIL ACTION:

The establishment of the Project and budgeting of funds has been approved by the City Council on an annual basis once the purchase order is issued by the State of Colorado to PACOG.

## BACKGROUND:

The PACOG board will approve the Consolidated Planning Grant contract for FY2026-FY2027 with the Colorado Department of Transportation (CDOT) at their December 11, 2025 meeting. The contract provides funds in the amount of $373,575. Carryover funds from the FY2025 CPG contract in the amount of $385,588.14 will also be available for eligible reimbursable expenses. The City and PACOG annually enter into a Delegation Agreement that authorizes the City to complete the transportation planning tasks on behalf of PACOG and be reimbursed for eligible expenses to complete the tasks identified in the FY 2026-2027 Unified Planning Work Program (UPWP) adopted by PACOG Resolution 25-019 on August 28,2025. This Ordinance

establishes the FY 2026-2027 Urban Transportation Planning Project, and budgets and appropriates funds in the amount of $759.163.14 allocated for the City to complete urban transportation planning services in compliance with federal and state requirements for the use of CPG grant funds.

**FINANCIAL IMPLICATIONS:**

Funds up to the amount of $759,163.14 will be reimbursed to the City by CDOT which includes $373,575.00 from the FY2026 FHWA CPG Funds and remaining federal and city contribution carryover funds from previous years totaling an estimated $385,588.14. It is estimated that approximately $2,168 in staff time from the Finance and Legal departments will be spent on the Project.

**BOARD/COMMISSION RECOMMENDATION:**

The FY 2026 -FY 2027 funds are included in the FY2026 -FY 2027 PACOG MPO Unified Planning Work Program budget, and the Urban Planning Work Program that have been previously approved by the PACOG Board on August 28,2025.

**STAKEHOLDER PROCESS:**

The Consolidated Planning Grant funds, approved by CDOT and the Federal Highway Administration, are identified in the Urban Planning Work Program (UPWP) by task with associated budget amounts. The UPWP is reviewed at public meetings by the PACOG Transportation Advisory Commission and approved by the PACOG Board.

**ALTERNATIVES:**

None.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. 2026 CPG Amended Purchase Order
2. Original 2026 CPG Purchase Order
3. FY 2026 UPWP Resolution 25-019

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE FISCAL YEAR (FY) 2026-2027 PUEBLO URBAN TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $759,163.14 IN 2026 FOR SAID PROJECT

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

SECTION 1.

The FY 2026-2027 Pueblo Urban Transportation Planning Project is hereby established.

SECTION 2.

Funds in the amount of $759,163.14 comprised of $373,575 in FY2025 Federal Highway Administrations (FHWA) Consolidated Planning Grant (CPG) Funds and estimated carryover funds from FY2025 FHWA CPG in the amount of $385,588.14 are hereby budgeted and appropriated into the FY2025-26 Urban Transportation Planning Project.

SECTION 3.

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

SECTION 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

Docusign Envelope ID: 0E21E480-285B-4710-86AC-74E7D19C3B10

PO#: 491004028
Replacing PO#: 491004001
Amendment Routing # SRM: 26-HTD-ZL-00062
Replacing Routing # SRM: 26-HTD-ZL-00043

# STATE OF COLORADO AMENDMENT (1)

## SIGNATURE AND COVER PAGE

**State Agency**
Department of Transportation
**Subrecipient**
Pueblo Area Council of Governments
**Original Subaward Agreement Number**
26-HTD-ZL-00043
**Amendment Subaward Agreement Number**
26-HTD-ZL-00062

**Agreement Performance Beginning Date**
October 1, 2025
**Current Agreement Expiration Date**
December 31, 2026
**Current Fund Expenditure End Date**
December 31, 2026
**Subaward Agreement Amount**
Initial Term - Original Agreement
Federal Funds

| | |
|---|---|
| Maximum Amount (82.79%) | $309,283.00 |
| Local Amount (17.21%) | $64,292.00 |
| Total for All Agreement Terms | $373,575.00 |

## THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

**Subrecipient Signature**
Pueblo Area Council of Governments

DocuSigned by:
By: Eva Cosyleon
2E1D7F669415456...

Name: Eva Cosyleon

Title: MPO Manager

Date: 10/28/2025

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

Signed by:
By: Darius R. Pakbaz
C00E7F883BFF4BD...

Name: Darius R. Pakbaz

Title: Director, Division of Transportation Development

Date: 10/28/2025

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

**STATE CONTROLLER**
**Robert Jaros, CPA, MBA, JD**

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

Effective Date: 10/28/2025

Docusign Envelope ID: 0E21E480-285B-4710-86AC-74E7D19C3B10



**1) PARTIES**

This Amendment (the "Amendment") to the Original Subaward shown on the Signature and Cover Page for this Amendment (the "Subaward") is entered into by and between the Subrecipient, and the State.

**2) TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Subaward shall be construed and interpreted in accordance with the Subaward.

**3) EFFECTIVE DATE AND ENFORCEABILITY**

A. Amendment Effective Date
This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term
The Parties' respective performances under this Amendment and the changes to the Subaward contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Subaward.

**4) PURPOSE**

The purpose for this Amendment is to do the following as described in Section 5:

Restate the budget breakdown for CPG funding, revise the Agreement Purpose, and update the Principal Representatives section.

**5) MODIFICATIONS**

The Subaward and all prior amendments thereto, if any, are modified as follows:

A. The Subaward Agreement Amount on the Subaward Agreement's Cover Page is hereby deleted and replaced with the Subaward Agreement Amount shown on the Signature and Cover Page for this Amendment.

B. The Agreement Purpose is hereby deleted and replaced with the following:
In accordance with 23 USC §104(f) and 49 USC §5303, the purpose of this agreement is for CDOT to disburse metropolitan transportation planning funds to Metropolitan Planning Organizations ("MPO") for use within their respective metropolitan planning areas based on a "Continuing, Cooperative and Comprehensive Transportation Planning" process in the State of Colorado as defined by the US Census Bureau for Consolidated Planning Grant ("CPG") purposes.

C. The Principal Representatives Section is hereby deleted and replaced with the following:

**Principal Representatives**

For the State:
Marissa Gaughan
Division of Transportation Development
Colorado Dept. of Transportation
2829 W. Howard Place
Denver, CO 80204
marissa.gaughan@state.co.us

For Subrecipient:
Eva Cosyleon
Pueblo Area Council of Governments
229 W. 12th Street
Pueblo, CO 81003
ecosyleon@pueblo.us

**6) LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Subaward, and the Subaward and all prior amendments or other modifications to the Subaward, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Subaward, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Subaward or any prior modification to the Subaward, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Subaward to the extent that this Amendment specifically modifies those Special Provisions.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

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# STATE OF COLORADO SUBAWARD AGREEMENT

## COVER PAGE

**State Agency**
Department of Transportation

**Subrecipient**
Pueblo Area Council of Governments

**Subaward Agreement Amount**

| | |
|---|---|
| Federal Funds | |
| Maximum Amount (100%) | $373,575.00 |
| Agreement Total | $373,575.00 |

**Agreement Number / PO Number**
26-HTD-ZL-00043 / 491004001

**Agreement Performance Beginning Date**
The later of the Effective Date or October 1, 2025

**Initial Agreement Expiration Date**
December 31, 2026

**Fund Expenditure End Date**
December 31, 2026

**Agreement Authority**
Authority to enter into this Agreement exists in CRS §§43-1-106, 43-1-110, 43-1-117.5, 43-1-701, 43-1-702 and 43-2-101(4)(c), appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC §104 and 23 USC §149.

**Agreement Purpose**
Having been awarded this Project under the current Transportation Improvement Program (TIP), Grantee, desires to enter into a grant with CDOT to develop, implement, and monitor its Safe Routes to School Project, financed by the use of Safe Routes to Schools funds in accordance with FHWA and State policies. CDOT desires to enter into this Grant for such Services from Grantee by obtaining federal financial assistance for the Safe Routes to School program through FHWA, provided that the project is performed in accordance with the terms and conditions contained in this Grant and in accordance with applicable federal laws and regulations.

**Exhibits and Order of Precedence**
The following Exhibits and attachments are included with this Agreement:

1. Exhibit A – Statement of Work and Budget.
2. Exhibit B – Sample Option Letter.
3. Exhibit C – Federal Provisions.
4. Exhibit D – Required Federal Contract/Agreement Clauses.
5. Exhibit E – Verification of Payment.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. Exhibit C – Federal Provisions.
2. Exhibit D – Required Federal Contract/Agreement Clauses.
3. Colorado Special Provisions in §17 of the main body of this Agreement.
4. The provisions of the other sections of the main body of this Agreement.
5. Exhibit A – Statement of Work and Budget.
6. Executed Option Letters (if any).

**Principal Representatives**

For the State:
Melissa Gaughan
Division of Transit and Rail
Colorado Dept. of Transportation
2829 W. Howard Place
Denver, CO 80204
marissa.gaughan@state.co.us

For Subrecipient:
Eva Cosyleon
Pueblo Area Council of Governments
229 W. 12th Street
Pueblo, CO 81003
ecosyleon@pueblo.us

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84



# 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.

**SUBRECIPIENT**
Pueblo Area Council of Governments

DocuSigned by:
By: Eva Cosyleon
2E1D7F669415456...

Name: Eva Cosyleon

Title: MPO Manager

Date: 9/30/2025

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

Signed by:
By: Darius R. Pakbaz
C00E7F883BFF4BD...

Name: Darius R. Pakbaz

Title: Director, Division of Transportation Dev

Date: 9/30/2025

2nd State or Subrecipient Signature if needed

By: _____

Name: _____

Title: _____

Date: _____

**LEGAL REVIEW**
Philip J. Weiser, Attorney General

N/A

By: Assistant Attorney General

Date: _____

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

**STATE CONTROLLER**
**Robert Jaros, CPA, MBA, JD**

DocuSigned by:
Jori Copeland
BDA801C5CEAC478...

By: Department of Transportation

Effective Date: 9/30/2025

Docusign Envelope ID: 48D8260D-5BF3-4A42-A826-6378EC14DE84



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## 1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the "Subrecipient"), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the "State"). Subrecipient 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 Subrecipient for any Work 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 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 Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an "End of Term Extension"), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term

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Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by **§12.A.i**.

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient 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 Subrecipient an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Subrecipient for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Subrecipient which are directly attributable to the uncompleted portion of Subrecipient's obligations, provided that the sum of any and all reimbursement shall not exceed the Subaward Maximum Amount payable to Subrecipient hereunder.

F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

**3. DEFINITIONS**

The following terms shall be construed and interpreted as follows:

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

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

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 Subrecipient, or the appointment of a receiver or similar officer for Subrecipient 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 Subrecipient 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 A.

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E. "**Business Day**" means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.

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

G. "**Deliverable**" means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

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

I. "**End of Term Extension**" means the time period defined in **§2.D**.

J. "**Exhibits**" means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.

K. "**Extension Term**" means the time period defined in **§2.C**.

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

M. "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient. Federal Transit Administration (FTA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.

N. "**FTA**" means Federal Transit Administration.

O. "**Goods**" means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient 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. "**Master Agreement**" means the FTA Master Agreement document incorporated by reference and made part of FTA's standard terms and conditions governing the administration of a project supported with federal assistance awarded by FTA.

T. "**Matching Funds**" (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.

U. "**Party**" means the State or Subrecipient, and "Parties" means both the State and Subrecipient.

V. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.

W. "**Recipient**" means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.

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

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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 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 Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, 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.

CC. "**Subaward Maximum Amount**" means an amount equal to the total of Grant Funds for this Agreement.

DD. "**Subcontractor**" means any third party engaged by Subrecipient to aid in performance of the Work. "Subcontractor" also includes sub-recipients of Grant Funds.

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

FF. "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the "Super Circular, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

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.

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

**4. STATEMENT OF WORK AND BUDGET**

Subrecipient shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

**5. PAYMENTS TO SUBRECIPIENT**

A. Subaward Maximum Amount

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as "Federal Funds Maximum Amount".

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B. Payment Procedures

i. Invoices and Payment

a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.

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

c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient 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 Subrecipient 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 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. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient'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 Subrecipient 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 Subrecipient 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 Subrecipient 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

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

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C. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient 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 Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

D. Reimbursement of Subrecipient Costs

i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of **§5,** this Agreement, and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.

ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A, except that Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.

iii. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

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

b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).

iv. Subrecipient's costs for Work performed after the Fund Expenditure End 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 reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

E. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Subrecipient's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

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**6. REPORTING - NOTIFICATION**

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient 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 Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Subrecipient shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

**7. SUBRECIPIENT RECORDS**

A. Maintenance

Subrecipient shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work and the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a period of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively (the "Record Retention Period"). If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Subrecipient 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

Subrecipient 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 Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient'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.

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C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. 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 Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Subrecipient 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

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient 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. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of the Agreement.

B. Other Entity Access and Nondisclosure Agreements

Subrecipient 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. Subrecipient 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. Subrecipient 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

Subrecipient 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. Subrecipient shall provide the State with access, subject to Subrecipient'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, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient 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 Subrecipient can establish that Subrecipient

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and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient 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 Subrecipient shall make all modifications as directed by the State. If Subrecipient 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 Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient 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. Subrecipient shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S., and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

A. Actual Conflicts of Interest

Subrecipient 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 Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient 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

Subrecipient 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, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient 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. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs

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or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.

**10. INSURANCE**

Subrecipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient 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 1 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. 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 Subrecipient and Subcontractors.

E. Primacy of Coverage

Coverage required of Subrecipient and each Subcontractor shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.

F. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Subrecipient and Subrecipient shall forward such notice to the State in accordance with **§14** within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

All insurance policies secured or maintained by Subrecipient 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 Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability

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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, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, 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.

I. Certificates

For each insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement prior to the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient 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, Subrecipient shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

**11. BREACH OF AGREEMENT**

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, 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 Subrecipient 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 Subrecipient is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient 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. Subrecipient 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, Subrecipient 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, Subrecipient 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, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and

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necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient 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 Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient'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, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient 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 Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient 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 Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Subrecipient'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 Subrecipient'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, Subrecipient shall, as approved by the State **(i)** secure that right to use such Work for the State and Subrecipient; **(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.

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B. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, 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 Subrecipient for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Subrecipient shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient'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 Subrecipient 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

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State

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Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient 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 Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient 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 Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

**16. GENERAL PROVISIONS**

A. Assignment

Subrecipient'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 Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient 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. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or

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other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this Agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the State imposes such taxes on Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.A**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or

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partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Subrecipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Subrecipient's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

i. Subrecipient shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Subrecipient shall comply with all applicable requirements of Exhibits C and D at all times during the term of this Agreement.

U. Accessibility

i. Subrecipient shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, et seq., C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Subrecipient 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 Subrecipient's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Subrecipient'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.

**17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all agreements except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

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

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act,

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§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.**

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient 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 Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient 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.**

Subrecipient shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. **CHOICE OF LAW, JURISDICTION, AND VENUE.**

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

G. **PROHIBITED TERMS.**

Any term included in this Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient'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. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient 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. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Subrecipient's services and Subrecipient 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

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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 Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, or by any other appropriate method for collecting debts owed to the State.

K. **PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq*., C.R.S.**

***[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services]*** Subrecipient certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

L. **PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq*., C.R.S.**

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

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**EXHIBIT A, STATEMENT OF WORK AND BUDGET**

The work objectives presented below are effective from October 1, 2025, or the Agreement's Effective Date (whichever is later) to December 31, 2026.

# INTRODUCTION

The Consolidated Planning Grant (CPG) Scope of Work for FFY-2026 is based on the PACOG adopted FY 2026-2027 Unified Planning Work Program (UPWP) that will be adopted by Resolution ….. on August 28, 2025.

Organization, Management & Funding

The general objectives of the FFY 2026-2027 UPWP are to:

1. Assist all participating agencies in achieving applicable comprehensive planning goals and in fulfilling the statutory requirements of FAST-Act and associated planning regulations adopted by the FHWA and FTA.
2. Assist all participating agencies in fulfilling their continuing responsibilities to the community including, but not limited to,
   a) Using the products of the transportation planning process as a major contribution to other comprehensive planning activities and providing the mechanisms for the continued integration of transportation planning with land use and other comprehensive planning.
   b) Updating and revising basic transportation planning, regional socioeconomic, environmental, land use, and transportation system operating data using applicable GIS or other technologies for these systems.
   c) Modifying developed plans and programs as warranted by changes in travel patterns or urban conditions and translating plans into action programs for project implementation.
3. Carry out specific transportation planning functions required for the continued certification of the Pueblo area urban transportation planning process including the biennial development and annual refinement of the UPWP, the annual development of the TIP, and updates to financial forecast to the Long-Range Transportation Plan (LRTP) to the horizon of 2045 as needed.

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**SAM UEI : D57UDNFVRBL5, FHWA Award Date: 8/5/2025, CFDA: 20.205, FAIN#693JJ2240000Y450COSW03237**

| Funds Source | Federal | Local Match Cash | Local Match-In Kind | Total Funds |
|---|---|---|---|---|
| **FY 2026 CPG Funds** | | | | |
| FY 2026 CPG Funds | $309,283 | $64,292 | $0 | $373,575 |
| **Total Revenue for FY 2026** | **$309,283** | **$64,292** | **$0** | **$373,575** |
| | | | | |

*2.5% of the funds are required to be spent on Complete Streets activities, unless MPO receives federal approval to opt-out per IIJA Section 11206*

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# WORK ELEMENT 2610: PROGRAM ADMINISTRATION

Objective - To manage, support, improve, adapt, administer, and coordinate the cooperative, continuous, and comprehensive transportation planning process as required by IIJA.

## 1.1: AGREEMENTS AND BYLAWS

Activities:

- Complete and execute planning partner memorandum of understandings, as needed, to implement the transportation planning process.
- Update bylaws for Transportation Advisory Commission as needed.
- Amend and update PACOG bylaws as needed.
- Consolidate and update TAC Membership (freight, rail, other community partners)

## 1.2: UNIFIED PLANNING WORK PROGRAM

Activities:

- Prepare and submit a Mid-Year UPWP Progress Report.
- Complete year-end report for FY2025.
- Amend 2026 - 2027 UPWP as needed.
- Review and modify the format of the UPWP as needed.
- Prepare and conduct annual review with FHWA and FTA.

## 1.3: FINANCIAL, CONTRACT, AND GRANT MANAGEMENT

Activities:

- Track and manage monthly MPO reimbursements.
- Prepare MPO Budget for PACOG Board adoption.
- Manage MPO budget for accuracy and accountability.
- Prepare Sub-Delegation Budget and Appropriation Ordinances for City of Pueblo.
- Prepare for and participate in PACOG audit(s).
- Forecast 2050 LRTP expenses.
- Lead the call of projects process for appropriate funding sources.
- Track and manage other funding pools and grants allocated to the region.
- Track and manage consultant reimbursements.
- Procure, upgrade and/or maintain computer systems, software and equipment required to carry out an efficient and effective transportation planning process

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## 1.4: PROFESSIONAL DEVELOPMENT

Activities:

- Participate in statewide training, workshops, and symposiums hosted by CDOT/FHWA/FTA and other organizations to stay current with innovative planning practices.
- Participate in industry association meetings, workshops, and conferences such as Association for Metropolitan Planning Organization (AMPO), National Association of City Transportation Officials (NACTO), Safe Routes to School (SRTS), National Highway Institute, National Transit, and/or other official organizations that provide innovative and experienced transportation planning processes, procedures, or policy guidance.
- MPO staff to attend professional development training as necessary.

## 1.5: PUBLIC INVOLVEMENT ACTIVITIES

Activities:

- Utilize the Public Participation Plan to ensure there is effective public participation and outreach.
- Issue press releases and advisories related to transportation planning and projects in the region.
- Post notifications, resources, and public outreach opportunities on PACOG/MPO social media feeds, pacog.net, and Pueblo Chieftain.
- Provide educational materials and resources about transportation in

Pueblo County. 1.6: TITLE VI

Activities:

- Meet federal and state reporting requirements for Title VI and Americans with Disabilities Act (ADA).
- Process complaint forms and review all projects for Title VI/ADA

Compliance. 1.7: MPO MEETINGS

Activities:

- Prepare for and provide information to PACOG Board meetings.
- Prepare and conduct 10-12 TAC meetings annually.
- Prepare and publish TAC meeting minutes.
- Maintain TAC membership and directory lists.

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- Utilize PACOG Board and TAC feedback.
- Create subcommittees as needed.
- Assist in maintaining required materials as necessary for PACOG. (i.e. Agendas, Minutes, Financial Records, etc.).

### 1.8: TRANSPORTATION IMPROVEMENT PROGRAM

Activities:

- Ensure that all expected funding sources are accurately accounted for and programmed, consistent with policies to ensure adoption by PACOG, CDOT, and FHWA.
- Prepare, coordinate, and distribute required administrative modifications and amendments to the adopted TIP following a review of compliance/progress verification, along with submittal of corresponding request for inclusion in the State Transportation Improvement Program (STIP).
- Produce and distribute an annual list of projects obligated to the prior FFY within.
- Update and post project amendments to "TIP Tracker" on pacog.net.
- In accordance with state and federal requirements and policies, analyze the potential impacts on people, people's livelihood, and quality of life of proposed projects.

## WORK ELEMENT 2620: DATA COLLECTION, ANALYSIS, AND MANAGEMENT

Objective – to develop and maintain data necessary for informed decision making relating to the MPO transportation system.

### 2.1: TRAFFIC COUNTING AND DATA MANAGEMENT

Activities:

- Collect, manage, and share traffic count data be used as a resource and tool for planning and projects and policy development.
- Collect, manage, and share bike/pedestrian counting on known routes and trails for planning, projects and policy development.
- Conduct before and after data collection of projects and/or policies to analyze effectiveness and performance measures.
- Update GIS Map.

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## 2.2: TRAFFIC CRASH MONITORING PROGRAM

Activities:

- Utilize and share crash data for planning and projects.
- Prepare Top 25 high crash locations and mitigation measures for PACOG Board, TAC, and other agencies for action.
- Develop summary reports and maps with crash data to assist planning partners in identifying potential safety improvement projects.
- Update MPO GIS Crash Map

## 2.3: REGIONAL PLANNING GIS (BROAD)

Activities:

- Update MPO Databases and GIS layers as information becomes available.
- Ensure PACOG ArcGIS maps are accessible to partner agencies and public.
- Update Regional Bicycle & Multi-Use Trail System with new, planned/proposed infrastructure.
- Develop and update the PACOG Vision Map to reflect changes to the future transportation network as modified by local, and county government actions.
- Create and print new Regional Bicycle & Multi-Use Trail System maps.

## 2.4: TRAVEL DEMAND MODEL

Activities:

- Run project scenarios based on projects identified in the 2050 LRTP and new developments.
- Update local transportation system data to reflect changes to the future transportation network as modified by local or county government actions.
- Supply CDOT with Data from Model runs that contain “Regionally Significant” projects
- Attend TransCAD training as needed.
- Provide Pueblo Planning Model (PPM) data to local agencies and developers, as requested.
- Utilize updated Land-use and population data for PPM.

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## 2.5: GENERAL DATABASE MANAGEMENT

Activities:

- Provide current transportation planning materials, data, and maps as requested by citizens and various agencies.
- Organize and maintain MPO files and folders.
- Maintain MPO website and ensure ADA compliance.

# WORK ELEMENT 2630: REGIONAL AND MULTIMODAL PLANNING AND COORDINATION

Objective- Work collaboratively with local, state, and federal officials and agencies to help achieve established transportation goals and objectives.

## 3.1: REGIONAL TRANSPORTATION PLANNING

Activities:

- Develop and adopt 2050 Long Range Transportation Plan
- Monitor the approved 2050 LRTP and make amendments where significant changes have been identified.
- Review local plans for consistency with the LRTP.

## 3.2: COMPLETE STREETS

Activities:

- Plan and coordinate with regional stakeholders to develop safe streets for all users through a comprehensive Complete Streets Policy.
- Develop and support policies, plans, and projects for pedestrians, bicyclists, transit riders, micro-mobility users, freight delivery services, and motorists to have a safe, and accessible route to their destination.
- Provide an equitable and safe transportation network for travelers of all ages and abilities.
- Work with local agencies to update roadway standards and classifications that incorporate complete streets design and methods.
- Work with local agencies to identify processes and procedures to encourage and implement a complete street policy.
- Provide peer to peer training opportunities to encourage and implement complete streets policies
- Provide complete street resources to local agencies and stakeholders.

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## 3.3: ACTIVE TRANSPORTATION PLANNING & COORDINATION:

Activities:

- Update 2020 Bicycle and Pedestrian Master Plan.
- Participate and support bicycle transportation activities.
- Support active transportation infrastructure plans, projects, and policies.
- Plan and coordinate bicycle infrastructure connectivity and access with other jurisdictions, stakeholders, advocates, and developers.
- Improve access for non-motorized travel in areas where people are more dependent on walking and biking as a form of transportation.
- Coordinate with CDOT on On-system active transportation safety, connectivity, and access.
- Communicate and collaborate with Pueblo Active Community Environment (PACE) on bicycle and pedestrian plans, policies, and projects.

## 3.4: PUEBLO TRANSIT PLANNING AND COORDINATION:

Activities:

- Develop plans, projects, and policies that support Pueblo Transit's current and future system and operations.
- Assist with grant applications by providing data and background supporting information.
- Incorporate transit planning as a requirement when selecting projects for funding.
- Partner with Pueblo Transit to resolve transportation issues affecting Transit within the region.
- Provide Pueblo Transit
    - Support for route expansion studies and analysis
    - Increased Ridership modeling and analysis
    - National Transit Database data collection for federal reporting.
    - Route consolidation and expansion planning
    - Facility Cost Analysis
    - Support for Infrastructure improvements.
- Improve access and service for public transportation in areas where there is need.
- Support public transportation economic efficiency.
- Plan for demand-response service towards communities with higher concentrations of older adults and those with poor access to essential services.
- Ensure that transit-oriented development is equitable and sustainable.

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## 3.5: IMPLEMENTATION OF PERFORMANCE MEASURES & SAFETY

Activities:

- Amend and/or adopt new PACOG Safety Performance Measure (PM 1) targets.
- Utilize data to determine if PACOG's Safety performance measure targets are being met and provide report to board annually.
- Amend and/or adopt performance measures for infrastructure condition (PM2) and system performance (PM3) as needed to be consistent with state-wide measures.
- Report annually on goals of the established measures.
- Plan for safety of all road users through policies, plan, and projects.

## 3.6: RESILIENT FUTURE AND LAND USE PLANNING

Activities:

- Develop, implement, and support strategies that will provide for cleaner air.
- Complete Greenhouse Gas (GHG) Conformity Report as required by Colorado Revised Statutes §43-4-1103 and the Code of Colorado Regulations (2 CCR 601-22, Section 8.02.5.1 .
- Identify barriers to and opportunities for deployment of fueling and charging infrastructure.
- Evaluate opportunities to reduce single-occupancy vehicle trips.
- Implement planning and environmental linkages (PEL) as part of the transportation planning and environmental review process.
- Provide PEL resources and educational training to local jurisdictions.
- Create PEL methodologies for transportation planning in PACOG region.
- Identify transportation system vulnerabilities due to unforeseen impacts and evaluate potential solutions.
- Evaluate development impacts which may require amendments to the adopted Long Range Transportation Plan and/or Transportation Improvement Program.
- Review land use issues affecting the transportation system.

## 3.7: STATEWIDE TRANSPORTATION PLANNING

Activities:

- Regular participation in regional planning activities in cooperation with PACOG member entities.
- Regular attendance at State Transportation Advisory Committee (STAC) meetings.
- Attendance at Transportation Commission (TC) meetings if necessary to represent the interests of the PACOG MPO/TPR.

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- Participation and support the Southwest Chieftain North Front Range Passenger Rail Commission.
- Participation in joint or coordinated planning studies conducted cooperatively by the four Front Range MPOs.
- Regular participation in statewide committees for special studies that may have impacts in the PACOG MPO area, (i.e. Freight, Rail, Intracity transit).
- Coordinate with Federal Land Management Agency in the transportation planning and project programming process on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands.

## WORK ELEMENT 2640 CONSULTATION SERVICES AND SPECIAL PROJECTS

Objective – This work element is developed as a placeholder for funding used for consultant's services to assist with planning activities that have been identified in the UPWP that MPO staff may need assistance with. CPG funding will be used for this work. The UPWP will be amended
should project scope fall outside of work identified in this document or the below examples. General consultant services may be used for Long Range Transportation Plan activities, traffic count program, Travel Demand Modeling, Pavement Condition Rating, Safety Action plans or Planning studies.

### 4.1: ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE CONSULTANT

Activities:

- Adopt 2050 LRTP.
- Send out request for services to our two contracted On-Call Consultants, Bohannon Huston and Wilson & CO for any planning activities identified above using CPG funding.
- Aid on plans, reports, and/or studies that require computer simulation/visualization of corridors, projects, systems, or road networks as needed.
- Provide updated GIS data (shape files) to MPO such as:
    - New roadways
    - Proposed roadways
    - New trails/bike routes/bike lanes
- Roadway classifications

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## 4.2: CONSULTATION SERVICES

Activities:

- Release request for proposal for any planning activities identified above using CPG funding.
- Aid on plans, reports, and/or studies that require computer simulation/visualization of corridors, projects, systems, or road networks as needed.
- Provide updated GIS data (shape files) to MPO such as:
    - New roadways
    - Proposed roadways
    - New trails/bike routes/bike lanes
    - Roadway classifications
- Provide Pueblo Transit:
    - Transit Relocation and Equity Study.
    - Route expansion studies and analysis
    - Increased Ridership modeling and analysis
    - Route consolidation and expansion planning
    - Update 2017 Transit Plan
    - Infrastructure improvements.
- Provide Updates to Bicycle and Pedestrian Master Plan.
- Develop and create transportation safety campaigns for PACOG area.

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# EXHIBIT B, SAMPLE OPTION LETTER

**State Agency**
Department of Transportation

**Subrecipient**
[Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc.]

**Current Agreement Maximum Amount**

**Initial Term**
5310 Funds Maximum Amount

| | |
|---|---|
| State Fiscal Year [20xx] | [$0.00] |

**Extension Terms**

| | |
|---|---|
| State Fiscal Year [20xx] | [$0.00] |
| State Fiscal Year [20xx] | [$0.00] |
| State Fiscal Year [20xx] | [$0.00] |
| State Fiscal Year [20xx] | [$0.00] |
| Local Funds | [$0.00] |
| Total for All Agreement Terms | [$0.00] |

**Option Letter Number**
[Insert the Option Number (e.g. "1" for the first option)]

**Original Agreement Number**
[Insert CMS number or Other Contract Number of the Original Contract]

**Option Agreement Number**
[Insert CMS number or Other Contract Number of this Option]

**Agreement Performance Beginning Date**
[Month, Day, Year

**Current Agreement Expiration Date**
[Month, Day, Year]

1. **OPTIONS:**
   A. Option to extend for an Extension Term
2. **REQUIRED PROVISIONS:**
   A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
3. **OPTION EFFECTIVE DATE:**
   A. The effective date of this Option Letter is upon approval of the State Controller or or [Enter date], whichever is later.

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

_____
By: [Name & Title of Person Signing for Agency or IHE]
Date: _____

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 CONTROLLER
Robert Jaros, CPA, MBA, JD

By:_____
[Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval]

Option Effective Date:_____

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# EXHIBIT C, FEDERAL PROVISIONS

**1. APPLICABILITY OF PROVISIONS.**

1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.

1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with federal statutes, Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.

1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.

1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

**2. DEFINITIONS.**

2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

2.1.2. "Entity" means:

2.1.2.1. a Non-Federal Entity;

2.1.2.2. a foreign public entity;

2.1.2.3. a foreign organization;

2.1.2.4. a non-profit organization;

2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);

2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);

2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or

2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).

2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.

2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

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2.1.5. "Federal Awarding Agency" means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1

2.1.6. "Grant" means the Grant to which these Federal Provisions are attached.

2.1.7. "Grantee" means the party or parties identified as such in the Grant to which these Federal Provisions are attached.

2.1.8. "Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.

2.1.9. "Nonprofit Organization" means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

2.1.9.2. Is not organized primarily for profit; and

2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

2.1.11. "Pass-through Entity" means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.

2.1.12. "Prime Recipient" means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.

2.1.13. "Subaward" means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.

2.1.14. "Subrecipient" or "Subgrantee" means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program. For SLFRF Grants, a subrecipient relationship continues to exist for Expenditure Category 6.1 Revenue Replacement.

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2.1.15. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at http://www.sam.gov. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:

2.1.15.1. Salary and bonus;

2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;

2.1.15.4. Change in present value of defined benefit and actuarial pension plans;

2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;

2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds $10,000.

2.1.16. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.

2.1.17. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.

2.1.18. "Unique Entity ID Number" means the Unique Entity ID established by the federal government for a Grantee at https://sam.gov/content/home

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**3. COMPLIANCE.**

3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

**4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (UEI) REQUIREMENTS.**

4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually.

4.2. UEI. Grantee shall provide its Unique Entity ID to its Prime Recipient, and shall update Grantee's information in SAM.gov at least annually.

**5. TOTAL COMPENSATION.**

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is $30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. $30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

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**6. REPORTING.**

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

**7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.**

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is $30,000 or more. If the initial Award is below $30,000 but subsequent Award modifications result in a total Award of $30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds $30,000. If the initial Award is $30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below $30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below $30,000 no reporting required; if more than $30,000 and less than $50,000 then FFATA reporting is required; and, $50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

**8. SUBRECIPIENT REPORTING REQUIREMENTS. [INTENTIONALLY DELETED]**

**9. PROCUREMENT STANDARDS.**

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.

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9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**10. ACCESS TO RECORDS.**

10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

**11. SINGLE AUDIT REQUIREMENTS.**

11.1. If a Subrecipient expends $750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.

11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.

11.1.2. Exemption. If a Subrecipient expends less than $750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

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11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

## 12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.

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

12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).

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

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12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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

12.1.7. Never Contract with the Enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing "Never Contract with the Enemy" in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed $50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.

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12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

**13. CERTIFICATIONS.**

13.1. Subrecipient Certification. Subrecipient shall sign a "State of Colorado Agreement with Recipient of Federal Recovery Funds" Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

**14. EXEMPTIONS.**

14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.

14.2. A Grantee with gross income from all sources of less than $300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

**15. EVENT OF DEFAULT AND TERMINATION.**

15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.

15.2. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:

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15.2.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;

15.2.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;

15.2.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;

15.2.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or

15.2.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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# EXHIBIT D, ADDITONAL PROGRAM REQUIREMENTS

**A. Work**

Per 23 CFR 420.111, SUBRECIPIENT shall complete the Work and other obligations as described herein and Exhibit A. Work performed prior to the Effective Date or after the Termination date shall not be considered part of the Work. SUBRECIPIENT shall take all reasonable steps to carry out alla ctivities desdribed and identified in the Statement of Work. The Statement shall include an estimation of anticipated benefits from each program submitted, a Budget, the activity purpose, objetives, major tasks, timeline of expected completion, and an Evaluation process to determine the success of each activity stated in Exhibit A. In addition, SUBRECIPIENT shall be responsible for:

1.) The initial design and implementation of its congestion mitigation and air quality program as outlined in the current TIP;
2.) Monitoring and Evaluating the program effectiveness;
3.) The promotion of congestion mitigation and air quality program(s) by employers;
4.) Submittal of an annual report to CDOT; and,
5.) Submitting annual results to CDOT.

**B. Notice**

SUBRECIPIENT shall not commence Work until the date specified by a written notice, which may be electronic, and shall complete the Work within the period specified in the Agreement unless the period or terms thereof are extended according to this Agreement.

**C. Staff/Consultant Services**

SUBRECIPIENT shall be responsible to select staff/consultant services in compliance with all applicable federal procurement requirements including 23 CFR 172 and 2 CFR 200. Any Request for Proposal (RFP) used by SUBRECIPIENT to secure consultant Services must be reviewed by CDOT before SUBRECIPIENT releases the RFP. CDOT shall have 15 calendar days from the date of receiving the RFP in which to return comments. Responses to CDOT's comments will be provided by SUBRECIPIENT within 15 calendar days of receipt of the comments. SUBRECIPIENT shall notify CDOT in writing before executing any Agreement for consultant Services which utilizes Grant funding.

**D. Statement of Work and Budget Amendment**

SUBRECIPIENT shall amend Exhibit A in accordance with the terms of this Agreement, when:

1.) Reallocating funds between budget line items in Exhibit A, as permitted pursuant to §5(E); and
2.) Adding or deleting activities listed in Exhibit A to reflect authorized budget line item reallocations permitted pursuant to §5(E).

If any changes to Exhibit A (i) require an increase or decrease to the maximum amount of this Subaward, (ii) change the term of the Agreement, or (iii) exceed the 24.99% threshold in §5(E) for any activity, the Parties must amend this Agreement prior to such change being effective.

**E. Limited Availability of Funds**

The amount of Federal Funds available to pay for the Work performed by Subrecipient in any one year is limited to the amount of the unused portion of the allocated funds, made available through 23 §USC 104 (b)(3) and (f) as amended, and 49 USC 5303 as amended.

**F. Additional Funds Use**

Federal Funds shall be used only to reimburse Subrecipient for eligible allowable costs incurred and Subrecipient shall be solely responsible for all costs incurred that are either not allowable or which exceed the funds available in the Agreement as identified herein and/or in the Exhibit A.

**G. Billing, Reimbursement, and Allowable Costs**

1.) **Reimbursement**

The Parties hereto exprssly recognize that the Subrecipient is to be paid, reimbursed, or otherwise compensated with the funds provided to CDOT by the U.S. Department of Transportation for the purpose of completing the Work and therefore, the Subrecipient expressly understands and agrees that all its rights, demands, and claims to compensation arising under this Agreement are contingent upon receipt of such funds by CDOT.

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2.) **Allowable Costs**
CDOT shall not be obligated to use State funds under this Agreement. CDOT's use of Federal Fnds shall be to reimburse Subrecipient for allowable costs incurred by Subrecipient, as defined in this Agreement. Subrecipient shall be solely responsible for all costs incurred which are not allowable or which exceed the funds available in the Agreement.

**H. Allowable and Indirect Costs**
Allowable and indirect costs may include but are not limited to those listed in 2 CFR 200, or State Fiscal Rule 2-7: "Official Functions and Training Functions," whichever may apply. However, such costs shall be limited to those costs determined by the CDOT as necessary to directly carry out the Work for this Agreement. In determining the amount of allowable costs, CDOT will exclude:

**a)** Any costs incurred by the Subrecipient before the execution of the Agreement.
**b)** Any costs incurred by the Subrecipient that are not included in **Exhibit A**.
**c)** Any cost incurred by the Subrecipient after the termination date of this Agreement as amended.
**d)** Memberships, subscriptions, and professional activities, which do not meet the following requirements:
(1). Costs of membership in civic and community, social organizations are allowable as a direct cost with the approval of the federal-awarding agency;
(2). Costs of subscriptions to business, professional, and technical periodicals;
(3). Costs of meetings, conferences, and conventions where the primary purpose is the dissemination of technical information, including meals, transportation, rental of meeting facilities, and other incidental costs; or
(4). Costs of memberships in business, technical, and professional organizations. However, costs of membership in organizations substantially engaged in lobbying are not allowed and thus unallowable.
**e)** Official Function Expenditures (as defined by Rule 2-7 of the Colorado State Fiscal Rules), which do not qualify as a meeting, conference, meal or other function that is hosted by the MPO or Subrecipient staff and attended by guests and/or other MPO or Subrecipient personnel and held for official MPO or Subrecipient business. Expenditures incurred fo rofficial functions shall be approved bythe responsible MPO or Subrecipient official.

**I. Disallow Costs**
CDOT has the right to disallow any costs incurred by the Subrecipient, which are not consistent with this Agreement, or on any activity not in compliance with the authorized Work.

**J. Reimbursement Waiver**
Subrecipient agrees that reimbursement of any cost under this Agreement does not constitute a final CDOT decision about the allowability of the costs and does not constitute a waiver of any violation by Subrecipient of the terms of this Agreement.

**K. Certification**
Upon submitting request for reimbursement, the designated representative of the Subrecipient has certified that:

a) The costs are allowable, and therefore reimburseable;
b) The expenditure amount for that time period is correct;
c) The agreed upon Work has been performed and/or Work Product has been produced;
d) All Requests for Proposals and/or Requests for Qualifications have been forwarded to CDOT for review and comment; and
e) Reimbursements are being requested in accordance with the terms of this Agreement.

**L. Expenditures**
Along with the form requesting reimbursement, the Subrecipient shall include expenditures of Federal Funds for Work. The information shall contain:

i. Budgetted amount;
ii. Expenditures for current billing cycle and year-to-date;
iii. Unexpended balance after current cycle;
iv. Percent expended year-to-date; and
v. Copies of Subcontractors invoices, if applicable.

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**M. Invoice**

CDOT shall pay the Subrecipient's voucher for expenditures incurred in performance of Work, up to the maximum amount described in §7, and elsewhere in this Agreement, subject to conditions specified herein, within 30 days of receipt.

**N. Final Report**

Within 30 days after the end of the Program period, SUBRECIPIENT will provide to CDOT a final accomplishment report of the activities performed under this Agreement for the completed fiscal year. It shall include, but not be limited to:

1.) Final accompishments by activities; and
2.) Status of uncompleted products; and
3.) Accomplishment of performance measures; and
4.) Actual expenditures for the Program Period.

**O. Reporting Guidance**

Reporting made for the purpose of this Agreement and its activities shall be done in accordance with 23 CFR Part 420.117, 450 and 2 CFR 200, and any supporting sections or amendments. The provisions of this paragraph do not constitute a waiver of legal and administrative appeals available to SUBRECIPIENT or the State.

**P. Monitoring**

In accordance with 2 CFR 200 and other applicable standards, the State will monitor all the activities conducted by SUBRECIPIENT pursuant to the terms of this Agreement to assure that the Project is being performed consistent with supporting federal laws and regulations, as amended, to enable the preparation and submission of appropriate reports that will contain at a minimum:

1.) Comparison of actual performance with established goals during the program and once the program is complete;
2.) Progress in meeting schedules;
3.) Comparison of budgeted (approved) amounts and actual costs incurred;
4.) Cost variances to budget;
5.) Approved program revisions; and
6.) Other supporting data.

**Q. Performance, Progress, Personnel, and Funds**

In responding to these requirements, CDOT will utilize the following steps and procedures to ensure that assigned responsibilities are carried out:

1.) **Monitoring Documents**
CDOT will use the current Statement of Work, and supporting documents, in reviewing the progress being made by SUBRECIPIENT to meet the commitments in this Agreement. The Statement of Work must include all activities, deliverables, and performance measures, and Budgets committed to by SUBRECIPIENT.

2.) **Monitoring Meetings**
Meetings between CDOT and SUBRECIPIENT representatives will be conducted at CDOT's discretion for the purpose of reviewing progress, resurce allocations, and billings.

3.) **Progress and Financial Reports**
CDOT will prepare and submit progress and financial reports to the appropriate federal agencies.

**R. Noncompliance**

Any Product that SUBRECIPIENT has committed to in the Statement of Work not produced and justification not provided in a timely manner in accordance with this agreement, may result in the delay of payment of funds and/or termination as provided under this Agreement. Along with the terms of this Agreement and in accordance with 2 CFR 200, the following steps will be implemented by CDOT:

1.) CDOT representative will meet with SUBRECIPIENT representative to discuss performance.
2.) The CDOT representative will report the progress to the Division of Transportation Development Director.
3.) The Director will issue a decision as to whether performance is satisfactory or unsatisfactory. If performance was determined to have been unsatisfactory, CDOT shall determine if a reduction in allocation is appropriate. SUBRECIPIENT will be notified of any decisions made by CDOT.

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**S. Additional Requirements for Rights in Data, Documents, and Computer Software**

Whenever possible, published material shall acknowledge the financial participation of CDOT and/or the FHWA and other agencies contributing funding to the Work Product. Any published material acknowledging the contribution of the FHWA shall include the federal disclaimer statement: "FUNDED BY THE FHWA". 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 CDOT, and Subrecipient.

**Patents**: In addition to the standard patent rights clauses of 37 CFR §401 et. al, and other applicable laws and regulations, CDOT, Subrecipient, and either party's subrecipients are subject to the provisions of 37 CFR part 401, governing patents and inventions whereby "The Subcontractor or Subrecipient will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subaward or Agreement, obtain rights in the Subcontractor's or Subrecipient 's subject inventions."

**T. 2 CFR 200 Subpart F**

In accordance with the provisions of 2 CFR 200: "Audits of States, Local Governments, and Nonprofit Organizations", all nonfederal entities including state and local government and non-profit organizations, receiving more than $750,000 from all federal financial assistance funding sources, shall comply with the audit requirements of 2 CFR 200. Compliance with 2 CFR 200is required in the following manner:

**a)** If the Subcontractor expends less than $750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

**b)** If the Subcontractor expends more than $750,000 in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

**c)** If the Subcontractor expends more than $750,000 in federal funds, and the federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

**d)** Single Audit can only be conducted by an independent auditor in accordance with generally accepted government auditing standards covering financial audits (2 CFR 200). An audit is an allowable direct or indirect cost.

**U. Final Audit Report**

If an audit is performed on Subrecipient's records for any fiscal year covering a portion of the term of this Agreement, Subrecipient shall submit a copy of the final audit report to CDOT or its principal representative at the address specified herein.

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# EXHIBIT E, TITLE VI – CIVIL RIGHTS

**Nondiscrimination Requirements**

Subrecipient shall not exclude from participation in, deny the benefits of, or subject to discrimination any person in the United States on the ground of race, color, national origin, sex, age or disability.

Subrecipient shall abide by all applicable federal and state nondiscrimination laws and regulations, including but not limited to, Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d et seq.; The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; 49 CFR Part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation; 23 CFR Part 200: Title VI Program and Related Statutes - Implementation and Review Procedures; Title II of the Americans with Disabilities Act of 1990, 42 U.S.C §§12101 - 12213; Rehabilitation Act of 1973 § 504, 29 U.S.C § 794; 49 CFR Part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Assistance; 28 CFR Part 35: Nondiscrimination on the Basis of Disability in State and Local Government Services; 49 CFR Part 28: Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation.

As a condition of federal financial assistance, Subrecipient shall develop and maintain a Title VI Program in accordance with the "Requirements for FHWA Subrecipients" set forth in CDOT's Title VI Program Plan. Subrecipient shall also facilitate compliance with Executive Order 12898 and DOT Order 5610.2(a) by incorporating the principles of environmental justice in planning, project development and public outreach in accordance with applicable CDOT and FHWA guidance.

In any contract utilizing federal funds, land, or other federal aid, Subrecipient shall require the federal-aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability. Subrecipient shall develop and maintain an ADA Program in accordance with 28 CFR Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services and any other requirements established by CDOT for FHWA subrecipients.

**Disadvantaged Business Enterprise Requirements**

The requirements of 49 CFR Part 26 and CDOT's DOT-approved DBE program are incorporated by reference into this agreement. Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. Subrecipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted Agreement. Failure by Subrecipient to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as CDOT deems appropriate. Subrecipient must include this assurance in all DOT-assisted contracts.

**Prompt Payment**

Subrecipient shall require that all contractors pay subcontractors for satisfactory performance of work no later than 30 days after the receipt of payment for that work from the contractor. If Subrecipient allows contractors to withhold retainage from subcontractors, retainage shall be released within 30 days from the date the work is satisfactorily completed.

RESOLUTION NO. 25-019

A RESOLUTION ADOPTING THE UNIFIED PLANNING WORK PROGRAM (UPWP) FOR FEDERAL FISCAL YEARS (FFY) 2026 AND 2027 FOR THE PUEBLO AREA COUNCIL OF GOVERNMENTS (PACOG) AS THE DESIGNATED METROPOLITAN PLANNING ORGANIZATION (MPO) FOR THE PUEBLO URBAN AREA IN COMPLIANCE WITH 23 USC 134, 49 USC 5303, 23 CFR 450 AND 500, AND 49 CFR 613; AND AUTHORIZING AND DIRECTING THE CITY OF PUEBLO IN ACCORDANCE WITH THE PACOG AND CITY OF PUEBLO DELEGATION AGREEMENT DATED DECEMBER 12, 2024 TO ADMINISTER AND IMPLEMENT THIS UPWP IN ACCORDANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS

WHEREAS, the Pueblo Area Council of Governments (PACOG) is the recognized Metropolitan Planning Organization (MPO) for the Pueblo area as designated by the Governor of Colorado in accordance with 23 U.S.C. 134(b); and

WHEREAS, PACOG has developed an annual Unified Planning Work Program (UPWP) and budgets for the Federal Fiscal Years (FFY) 2026 and 2027 in compliance with the requirements of 23 USC 134, 49 USC 5303, 23 CFR 450 and 500, and 49 CFR 613 Act; and

WHEREAS, the FFY 2026-2027 UPWP was developed through local collaboration with comments and recommendations from the state and federal funding agencies; and

WHEREAS, the UPWP reflects the priorities, scope of work, and level of effort required for all of the agencies responsible for regional transportation planning for FFY 2026-2027.

NOW, THEREFORE, BE IT RESOLVED BY THE PUEBLO AREA COUNCIL OF GOVERNMENTS that:

SECTION 1:

The PACOG Unified Planning Work Program for Fiscal Year 2026-2027 is hereby approved and adopted.

SECTION 2:

The PACOG Board hereby authorizes and directs the City of Pueblo in accordance with the PACOG and City of Pueblo Delegation Agreement dated December 12th, 2024 to administer and implement this UPWP in accordance with all applicable federal, state, and local laws and regulations.

SECTION 3:

This resolution shall become effective immediately upon passage and approval.

PASSED AND ADOPTED this 28th day of August 2025 by the PACOG Board.

Chairperson, Pueblo Area Council of Governments

ATTEST:

PACOG Recording Secretary

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 8, 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 APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS (PACOG) FOR 2026 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

This Ordinance approves the annual delegation agreement between Pueblo Area Council of Governments (PACOG) and the City of Pueblo for Transportation Planning Services from January 1, 2026 to December 31, 2026 as specified in the approved Fiscal Year (FY) 2026-27 Amended Unified Planning Work Program (UPWP).

## PREVIOUS COUNCIL ACTION:

The City is currently operating under the 2025 delegation agreement between PACOG and the City of Pueblo approved by Ordinance 10861, December 26,2024.

## BACKGROUND:

This Ordinance approves the annual delegation agreement for Transportation Planning Services between PACOG and the City of Pueblo. The agreement establishes the responsibilities of the City of Pueblo and PACOG for the implementation of the tasks in the FY 2026 UPWP, adopted by PACOG Resolution 25-019 on August 28, 2025.

## FINANCIAL IMPLICATIONS:

PACOG will reimburse the City up to $759,163.14 Consolidated Planning Grant Funds, which includes all estimated federal and local carryover funds from previous fiscal years. The City Finance Department will expend staff time to prepare and submit monthly financial reports for reimbursement of City transportation planning expenditures.

**BOARD/COMMISSION RECOMMENDATION:**

The 2026 Delegation Agreement was approved by the PACOG Board by unanimous consent at their August meeting.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

If City Council does not approve this Ordinance, PACOG will look at other options for the operation of the PACOG Metropolitan Planning Organization which is responsible for transportation planning for the Pueblo Urbanized Planning Area and the Pueblo Rural Transportation Planning Region.

**RECOMMENDATION:**

Approve the Ordinance.

**ATTACHMENTS:**

1. 2026 Delegation Agreement (signed by PACOG only)

ORDINANCE NO.

AN ORDINANCE APPROVING A DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS (PACOG) FOR 2026 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Agreement for Transportation Planning Services effective January 1, 2026, between the Pueblo Area Council of Governments (PACOG) and the City of Pueblo, a Municipal Corporation, to provide transportation and planning services, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

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 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

**DELEGATION AGREEMENT FOR TRANSPORTATION PLANNING AND IMPROVEMENT SERVICES FOR 2026 CALENDAR YEAR**

THIS DELEGATION AGREEMENT FOR TRANSPORTATION PLANNING AND IMPROVEMENT SERVICES ("**Agreement**") is made and entered into effective the 1st day of January 2026, by and between the Pueblo Area Council of Governments ( "**PACOG**"), the City of Pueblo, a Colorado municipal corporation, ("**City**") (individually "**Party**" and collectively "**Parties**").

**WITNESSETH**:

**WHEREAS**, PACOG serves as the Metropolitan Planning Organization ("**MPO**") for the Pueblo Urban Area, and the Transportation Planning Region ("**TPR**") for all of Pueblo County, Colorado;

**WHEREAS**, PACOG is eligible to receive funds to perform the work tasks for these activities and has entered one or more agreements with the State of Colorado and/or the U.S. Department of Transportation for transportation planning and improvement projects whereby funding may be made available to PACOG under provisions of said agreements, and statutes, laws and regulations referenced in said agreements;

**WHEREAS**, City has the authority, capacity, and ability to undertake such transportation planning and improvement projects; and

**WHEREAS**, PACOG desires to contract with City to provide services, activities, and project execution required of PACOG under the aforesaid agreements through the City of Pueblo Urban Transportation Planning Division ("UTPD"), and others.

**NOW, THEREFORE**, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

## 1. WORK TASKS; RESPONSIBILITIES OF CITY

(a) City agrees to satisfactorily perform and complete, using its own employees, employees of Pueblo County ("County") or such consultants or contractors selected by PACOG in accordance with the regulations and policies of the Colorado Department of Transportation ("CDOT") and the Federal Highway Administration ("FHWA"), the planning services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Federal Fiscal Years (FFY) 2026-2027 Unified Planning Work Program adopted by PACOG Resolution 25-019 August 28, 2025, incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) City is authorized to have pre-approved staff from County work mutually with City staff, and consultants to complete work for services, activities, and project execution required of PACOG as identified in the Scope of Work included as Appendix A attached hereto

and incorporated herein by this reference.

City represents that it: (I) has the requisite authority and capacity to perform the services and work contemplated in the FFY 2026-2027 UPWP, as approved, and; (ii) that it is a home rule city and political subdivision of the State of Colorado; (iii) that it is fully aware of and understand its duty to perform all functions and services in accordance with the regulatory requirements set forth in 23 C.F.R. Parts 420 and 450 and 49 C.F.R. Part 18 and those identified in the Memorandum of Agreement ("MOA") adopted by PACOG on October 26, 2023, and incorporated herein by reference, in full compliance with all the provisions of this Agreement.

## 2. RESPONSIBILTIES OF PACOG

PACOG shall designate a representative who will be authorized to make all necessary decisions required of PACOG on behalf of PACOG in connection with the performance of this Agreement and the disbursement of funds in connection with the program. In the absence of such a designation, the Mayor of the City and the County's Attorney, acting jointly, shall be deemed as PACOG's authorized representative.

## 3. CITY'S COMPENSATION AND METHOD OF PAYMENT

(a) PACOG will pay to City, an amount up to that specified in subparagraph (d) of this paragraph as full compensation for all services and work to be performed or undertaken by City under this Agreement, which is within the FFY 2026-2027 UPWP, as approved. Payment of funds to City are subject to the following requirements, which shall be conditions precedent to payment: (I) that City staff time has been expended for eligible activities or City has obligated or expended funds for eligible approved expenditures, (ii) that City is not in default of any material provisions of this Agreement nor applicable law or regulation, (iii) that City has submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items, (iv) that, if required by the terms or conditions of an applicable financial assistance agreement, City has certified with each payment or reimbursement request compliance with the requirements identified in the MOA and that all staff time and obligations or expenditures for which payment is sought were made for and in furtherance of an approved project or work and are an eligible use of assistance under the law and regulations applicable to such assistance, and (v) that PACOG has timely received from CDOT and local agency matches sufficient funds to make the payment or reimbursement hereunder.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable regulations including but not limited to those contained in the MOA and those set forth in 49 C.F.R. Part 18, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the FFY 2026-2027 UPWP.

(c) Expenses for pre-approved County staff time and other eligible reimbursable expenses shall be paid to the County following the submittal and approval of invoices detailing the eligible reimbursement items.

(d) PACOG shall pay to City for services covered by the FFY 2026-2027 UPWP, as approved a sum not to exceed the amounts identified in the FFY 2025 PACOG budget ($861,957) and/or rates set forth in those documents as incorporated herein by reference and as may be amended in writing, in full compliance with all the provisions of this Agreement.

In the event PACOG requests or authorizes work beyond or in addition to that set forth in the FFY 2026-2027 UPWP, as approved, PACOG shall pay additional compensation to the City. The amount of such additional compensation shall be negotiated, but in the event the parties fail to negotiate or are unable to agree regarding compensation, City shall be compensated for staff time and its costs at the rates set forth in paragraph (d) above, and for the work of subcontractors and consultants in an amount equal to the reasonable actual cost to City.

## 4. TERM OF AGREEMENT.

The term of this Agreement shall be from January 1, 2026, to December 31, 2026, unless sooner terminated as herein provided.

## 5. TERMINATION OF AGREEMENT.

(a) For Cause. This Agreement may be terminated by PACOG for cause, including any nonperformance by City, upon thirty (30) days written notice to City including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the PACOG's governing body at a regular or special meeting of same whose decision shall be final. The determination of the PACOG as to the cause of termination and the appropriateness thereof shall be final and binding upon both PACOG and the City. Cause for termination shall mean any material failure by City to comply with any term of this Agreement.

(b) For Convenience. This Agreement may be terminated for convenience in accordance with the provisions of 49 C.F.R. § 18.44. This Agreement shall automatically terminate at the end of its term as well as in the event of any suspension, reduction, or non-receipt of the financial assistance or State or Federal grant funds by PACOG.

(c) Post Termination Procedures. In the event of termination, City shall cease further work and City shall be entitled to receive just and equitable compensation for satisfactory work performed through the date of termination for which compensation has not previously been paid nor reimbursement made.

## 6. ASSIGNABILITY.

This Agreement shall not be assigned or transferred by either party without the prior written consent of the other party. Any assignment or attempted assignment made in violation of this provision shall, at the non-assigning party's election, be deemed void and of no effect whatsoever.

## 7. CONFLICT OF INTEREST.

City certifies that neither it nor any members of its City Council, officers, or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. City shall avoid all conflicts of interest which are prohibited by applicable federal regulations, if any, including but not limited to those set forth in 49 C.F.R. § 18.36(b)(3) as presently promulgated and as same may be revised from time to time in the future.

## 8. CITY RECORDS.

City shall maintain records as to services provided, reimbursable expenses incurred in performing the Work Tasks, and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by PACOG's auditor and acceptable to CDOT and FHWA. City agrees to comply with all applicable uniform administrative requirements described or referenced in applicable state or federal regulations, including those set forth in the MOA as a part of this Agreement. PACOG, CDOT, the Comptroller General of the United States, the Inspector General of the U.S. Department of Transportation, and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers, electronic media, and records of City 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 PACOG may require that a copy of all of City's financial records relating to this Agreement to be turned over to PACOG.

## 9. MONITORING AND EVALUATION.

PACOG shall have the right to monitor and evaluate the progress and performance of City to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with CDOT's, FHWA's, FTA's, PACOG's and other applicable monitoring and evaluation criteria and standards. PACOG may quarterly review City performance using on-site visits, progress reports required to be submitted by City, audit findings, disbursement transactions and contact with City as necessary. If requested, the City shall furnish to the PACOG periodic but not less frequently than quarterly program and financial reports of its activities in such form and manner as may be requested by the PACOG. City shall fully cooperate with PACOG relating to such monitoring and evaluation.

## 10. CITY FILES AND INFORMATION REPORTS.

City shall maintain files, including electronic media, 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, if any. These records shall be retained by City for a period of three (3) years after the completion of the Work Tasks.

## 11. INDEPENDENCE OF CITY.

Nothing herein contained nor the relationship of the Parties, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make City or any of City's agents or employees the agents or employees of the PACOG. City shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

## 12. LIABILITY: INSURANCE.

As to PACOG, City agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including the 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 City or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any right, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under of by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 et seq., City shall provide insurance on its employees complying with the requirements of State law.

## 13. SPECIAL REQUIREMENTS APPLICABLE TO IMPROVEMENTS TO PROPERTY.

(a) In addition to all procurement requirements otherwise applicable to City pursuant to any other provision of this Agreement or pursuant to any Requirement of law or regulation incorporated in this Agreement by reference, if any portion of the funds provided to City under this Agreement are to be used for making improvements to real property, including new construction, rehabilitation, or remodeling, then in such event City shall comply with all requirements of this Paragraph 13.

(b) No improvements shall be undertaken to real property with funds (or reimbursement) provided hereunder unless and until: (I) plans and specifications therefore have been prepared by 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; and (ii) all construction contracts for improvements for which payment is sought from PACOG shall have been awarded only after an open, competitive bidding process which allows qualified contractors to reasonably participate.

(c) If this Paragraph 13 is applicable, no disbursement of funds to City shall be made by PACOG hereunder unless and until all conditions precedent to payment specified elsewhere in this Agreement have been satisfied and City files with PACOG's designated representative a written request for payment signed by an architect, engineer, or an officer of City that certifies (I) that the amounts included in the request for payment have not been included in any prior request for payment, and (ii) that the improvements listed therein for which payment is sought have been completed in accordance with the approved plans and specifications therefor.

(d) In every contract for construction of improvements for which payment or reimbursement from PACOG is to be provided under this Agreement, City shall include a contract clause or clauses, requiring the contractor, and all of the contractor's subcontracts of all tiers, to comply with the applicable requirements of the Davis-Bacon Act and implementing regulations, and to pay all laborers and mechanics engaged in work upon the improvements at the prevailing wage rates for such work as determined by the U.S. Department of Labor.

## 14. EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the performance of this Agreement, City shall comply with the provisions of Title VI of the Civil Rights Act of 1964 and the Title VI assurance executed by PACOG and the State of Colorado under 23 U.S.C. § 324 and 29 U.S.C. § 794 and the provisions of the Americans with Disabilities Act of 1990 (Pub. L. 101-336, 104 Stat. 327, as amended) and the U.S. DOT implementing regulations (49 C.F.R. § 27.37 and .38) as certified in the FY 2026-2027 UPWP.

## 15. ENTIRE AGREEMENT; AMENDMENTS.

The provisions set forth in this Agreement, and all documents as incorporated herein by reference, in full compliance with all the provisions of this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of the Parties.

## 16. SIGNATURES.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter, execute and deliver this Agreement and this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

[SIGNATURE PAGE AND APPENDIXES FOLLOWS]

IN WITNESS, WHEREOF, CITY Parties have executed this Agreement effective as of the date first above written and under the laws of the State of Colorado.

**ATTEST:**

By _____
Secretary

**PUEBLO AREA COUNCIL OF GOVERNMENTS**

By _____
Chairperson

**ATTEST:**

By _____
City Clerk

**CITY OF PUEBLO**

By _____
Mayor, Heather Graham

**APPROVED AS TO FORM:**
Department of Law, City of Pueblo:

By _____
City Attorney

## APPENDIX A

## SCOPE OF WORK

CITY is authorized to pre-approved staff from COUNTY to work mutually with CITY staff, and consultants to complete work for transportation planning services, activities, and project execution required of PACOG for planning services and items of work including all labor and materials encompassed within or reasonably necessary to accomplish the assigned tasks and functions described in the FY 2026-2027 Unified Planning Work Program adopted by PACOG Resolution 25-019 on August 28,2025.

## PROFESSIONAL FEE SCHEDULE

CITY shall compensate the COUNTY for the Scope of Services, approved by CITY, in accordance with paragraph 3.C. above, in the following manner:

1. An hourly fee comprised of the employee's hourly rate and benefits, excluding administrative and overhead charges, for the completion of approved work documented and approved from invoices submitted by COUNTY.

2. Reimbursement of qualifying additional expenses authorized for the satisfactory performance and completion, of the planning services and items of work in accordance with the regulations and policies of the Colorado Department of Transportation (CDOT) and the Federal Highway Administration (FHWA), encompassed within or reasonably necessary to accomplish the tasks and functions described in the FY 2026-2027 UPWP, as adopted by PACOG Resolution 25-019 on August 28, 2025.

3. The Scope of Work for COUNTY staff that is subject to approval by CITY shall be specifically for eligible transportation planning activities that include work tasks the following tasks identified in the FY 2026-2027 UPWP:

i) Initiate discussions with MPO stakeholders regarding the creation of a Pueblo Regional Transportation Authority {RTA) or other dedicated funding sources for transportation.

ii) Integrating transit, bicycle and pedestrian planning into all transportation planning efforts.

iii) Review proposed major county subdivision proposals, zoning changes, site plans, planned developments and land use issues for impacts to the transportation system and require

amendment of the PACOG Long Range Transportation Plan.

iv) Assist PACOG members by providing information and other assistance with transportation

v) Participate in professional training and conferences via teleconferencing, e-mail discussion lists, and webinars.

vi) Attend FHWA/FTA training programs and other transportation conferences for technical or professional training.

vii) Meet with FHWA and CDOT monthly for MPO updates and discussion

viii) Assist in providing accurate and current information for the PACOG MPO/TPR website.

ix) Prepare demographic data as needed for transportation modeling used for special studies and/or project consultants.

x) Analyze and document current and updated traffic count data for the Pueblo area.

xi) Analyze and document current and updated collision data for trends and recommended solutions to reduce crash rates.

xii) Review transit system expansion and route service in planning projects and sub-area studies.

xiii) Obtain, update, convert, refine, and maintain surface roadway systems data for the Pueblo area. This includes national highway system, state highway system, county and local roadways.

xiv) Obtain, update, convert, refine, and maintain transit systems data for the Pueblo area. This includes updating of route and stop location changes.

xv) Utilize the PACOG Travel Demand Model program to run scenarios involving roadway improvements and construction on new transportation routes to evaluate costs and benefits.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATHHOUSE, AS A LOCAL HISTORIC LANDMARK

## SUMMARY:

City Council is requesting to designate 330 South City Park Avenue, the City Park Bath House, as a local landmark.

## PREVIOUS COUNCIL ACTION:

By way of Resolution 16102, approved on August 25, 2025, City Council initiated an application to the Historic Preservation Commission to designate 330 South City Park Avenue, the City Park Bath house, a local historic landmark. Staff submitted an application for landmark designation to the Historic Preservation Commission on September 11, 2025.

## BACKGROUND:

As directed by Resolution 16102, the City of Pueblo Planning and Community Development Department submitted an application to designate 330 South City Park Avenue, City Park Bath House, as a local Landmark. The bath house was constructed as part of the Works Progress Administration, which was a depression-era initiative to provide work to unemployed people while creating lasting public amenities. The City is seeking designation to protect the building from demolition and to begin restoration activities. The structure qualifies for landmark designation under the following landmark criterion: 1A, significant events/people, for having direct association with the Works Progress Administration;1C, as it exemplifies the cultural heritage of the community for its association with the early recreational activities centered around the wading pool, ball field, tennis court and shuffleboard courts; 2A, architecture, as a good example of a WPA Rustic / Parkitecture Architectural Style; and 3A, is a part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif. The original bathhouse was constructed as an ancillary amenity for the adjacent wading pool, tennis

court, and ball field that have since been redeveloped into the current tennis complex. The bathhouse now provides restroom and locker rooms for the adjacent tennis complex. The 2022 Pueblo Regional Comprehensive Plan Future Land Use Designation for this property is Parks and Open Space. The landmarking is compatible with the Pueblo Regional Comprehensive Plan goals in that it will provide enhanced amenities for the adjacent tennis complex and other recreational uses within City Park. A detailed review of the Comprehensive Plan compliance is discussed in the staff report presented to the Planning and Zoning Commission on November 12, 2025.

**FINANCIAL IMPLICATIONS:**

The non-profit group, Fiends of City Park, is proposing to raise funds to repair and renovate the property after landmark designation with the assistance of a State Historical Fund grants or other funds from foundations and fundraising.

**BOARD/COMMISSION RECOMMENDATION:**

The Historic Preservation Commission, at their October 15, 2025, Regular Meeting, voted 7-0 to recommend approval.
The Planning and Zoning Commission, at their November 12, 2025, Regular Meeting, voted 7-0 to recommend approval.

**STAKEHOLDER PROCESS:**

The application was reviewed at a public hearing held by the Pueblo Historic Preservation Commission held on October 15, 2025, and the application was also reviewed by the City of Pueblo Planning and Zoning Commission at their November 12, 2025 meeting.

**ALTERNATIVES:**

If City Council does not approve this Ordinance, 330 South City Park Avenue, will not be designated as a Local Historic Landmark.

Upon request of City Council, the Ordinance could be returned to the Historic Preservation Commission and the Planning and Zoning Commission for consideration of proposed modifications.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. HPC 25-09 City Park Bath House Staff Report and Packet
2. HPC Minutes 10-15-2025.1
3. Minutes of the Planning and Zoning Commission 11-12-2025
4. Notice of Historic Preservation Newspaper Publication
5. P and Z Referral Staff Report 2025-25- 09 330 S City Park Ave

ORDINANCE NO.

AN ORDINANCE DESIGNATING 330 SOUTH CITY PARK AVENUE, CITY PARK BATHHOUSE, AS A LOCAL HISTORIC LANDMARK

WHEREAS, , the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, states that the City shall identify, designate and preserve those buildings, objects, monuments, structures and sites which reflect outstanding elements of the community's architectural and cultural heritage; and,

WHEREAS, the present application was initiated by City Council and the City's Historic Preservation Commission has reviewed the application for designation of 330 South City Park Avenue, the City Park Bath House, as a Local Historic Landmark and has recommended to the Planning and Zoning Commission the designation of this resource; and,

WHEREAS, the City Planning and Zoning Commission has reviewed the Historic Preservation Commission's recommendation and the designation application and submitted its recommendation in favor of the landmark designation to Council; NOW, THEREFORE,

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

SECTION 1.

The City Council finds and determines that 330 South City Park Avenue, Pueblo, Colorado, the City Park Bath House, is associated with history and architecture. It qualifies under landmark Criteria 1A, significant events/people; 1C, exemplifies the cultural heritage of the community; 2A, portrays the environment in an era of history characterized by a distinctive architectural style; and 3A, is a part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif and complies with the criteria as defined in the Pueblo Historic Preservation Code Section 4-14-8.

SECTION 2.

The City Council hereby designates 330 South City Park Avenue, the City Park Bath House, as a local Pueblo Historic Landmark, subject to the benefits, obligations and restrictions resulting from such designation as described in Chapter 14, Title IV of the Pueblo Municipal Code.

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 November 24, 2025.

Final adoption of Ordinance by City Council on December 8, 2025.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

**Action by City Council After Disapproval by the Mayor:**

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Guy Chabot
*Chair*

Mark Guerrero
*Vice Chair*

Sandra Morrison
*Secretary*

George Koncilja

Jan Schraner

Anthony Perko

Raymond Chavez Jr



# HPC-25-09

October 15, 2025

| | |
|---|---|
| **To:** | Historic Preservation Commission |
| **From:** | Wade Broadhead, Senior Planner |
| **Through:** | Beritt Odom, Director of Planning and Community Development |
| Location: | City Park Bath House, 330 S. City Park Avenue |
| **Applicant**: | City of Pueblo |
| **Owner**: | City of Pueblo |
| **Year Built:** | 1938 |
| **Legal Description:** | Located in City Park adjacent to the tennis courts, east of the Pueblo Zoo |
| **Zone District**: | S-1, Governmental Use Zone District |

## Synopsis

The City of Pueblo is requesting Local Landmark designation for the City Park Bath House located within City Park, 330 S. City Park Avenue. According to Section 4-14-8, of the Pueblo Municipal Code, a building object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code. PMC 4-14-8(b) "Designation of a landmark or historic district may be initiated by the application of Council, HPC or the owner". At the Pueblo City Council August 25, 2025, meeting they approved resolution 16102 that directs staff to present a landmark application to the Historic Preservation Commission (HPC) for the City Park Bath House. An application was submitted September 11, 2025, by city staff. Previously, the Historic Preservation Commission recommended approval of the City Park Bath House at their August 21, 2024 meeting. City Council passed ordinance 10778 designating City Park Bath House as a local landmark in September of 2024, but it was vetoed by the Mayor. City Council did not override the veto.

The application cites significance under three Historic Landmark criteria, special historic or prehistoric interest or importance; special architectural, engineering or aesthetic interest or importance; special geographic interest or importance, (Section 4-14-8, (a)., (1), a.; (1), c.; (2), a.; (2), c.; (3), a.). The application states that it represents one of Pueblo's significant historical events, the Works Progress Administration activities during the Great Depression as well as showcasing the workmanship of a distinctive architectural style: Rustic. The landmark nomination covers only the bathhouse building erected in 1938 and no other park buildings or structures.

**Background**

The subject property is being nominated for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic preservation code. According to the Pueblo Standards of Appropriateness, September 2005, a building, may individually be designated as a Landmark, if it has distinctive character and meets two of the following criteria:

1. Special historic or prehistoric interest or importance:
    a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
    b. Has the site of a historic event with a significant effect upon society; or
    c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.

Special architectural, engineering, or aesthetic interest or importance:

    d. Portrays the environment in an era of history characterized by a distinctive architectural style; or
    e. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
    f. Is the work of a designer whose individual work has significantly influenced the development of the City; or
    g. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.

Special geographic interest or importance:

    a. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
    b. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

The current designation request is utilizing the original designation application materials submitted in 2024, by George Koncilija, HPC member and Gary Trujillo, historic preservation and rehabilitation architect, on behalf of the City of Pueblo Historic Preservation Commission. Staff utilized the following documents in assessing the application for Landmark nomination:

- 2010 draft Historic Structures Assessment,
- Pueblo City Park Bathhouse and Grandstands, prepared by Nadine Abell, CU Denver School of Architecture, student
- Colorado Cultural Resource Survey, Architectural Inventory Form for the Bath House and City Park Tennis Score Keepers
- National Register Multiple Property Documentation Form titled New Deal Resources on Colorado's Eastern Plains, 2005

- Pueblo Lore article: and The Pueblo Experience, published in January 2007 in assessing the application for Landmark nomination.

**1. a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past.**

According to the Historic Structure Assessment, City Park was the recipient of many federal relief projects between 1933 and 1940 as part of the Works Project Administration (WPA). The projects included a plan to develop land in the park, create new facilities and manage the water rights that were sold with the park. In 1935, following the construction of the zoo the community requested the City add recreation elements to the park. The recreation area was constructed as a complex and included the multi-purpose bathhouse with concession stand, wading pool, ball field with grandstands, three tennis courts, horseshoe courts and shuffleboard courts.

Erected in 1938 The City Park Bathhouse is one of two WPA era bathhouses constructed in Pueblo; a nearly identical bathhouse still retains its function at Mitchell Park within Pueblo's East Side Neighborhood. The building was one of 113 WPA projects that were completed before the 1939 State of the City Report.

The Works Progress Administration had a significant impact on the United States, and especially Pueblo during the Depression, creating jobs and programs to fight unemployment. The WPA made significant investments in Pueblo's Park systems including Mineral Palace Park and City Park, usually choosing construction materials that were low in cost and high on labor. The bathhouse was also part of the first municipal efforts to provide bathing pools for citizens which started in the 1920s and expanded with widespread WPA efforts nationwide.

**Staff finds that the site does have direct association with significant persons and events in Pueblo and Colorado related to the Works Progress Administration and innovations in recreation amenities.**

**1. c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.**

Cultural heritage generally consists of tangible and intangible assets that are inherited from past generations. Cultural heritage may include buildings, monuments, archive materials, books, works of art and artifacts. According to the Landmark Application, the bathhouse, "served in the same role as a 'tennis clubhouse' since it was built. While also serving other roles over its life, it has housed the tennis community for nearly a century. Many generations of Puebloans have enjoyed this building and share fond memories of its role in the area".

The 2010, Historic Structure Assessment of the City Park Bathhouse and Grandstands states that the bathhouse was constructed as a multi-purpose building that included a concession stand,

restrooms, and gathering space to serve the wading pool, ball field, tennis court, horseshoe court, and shuffleboard courts. In the late 1950's the City reconfigured the recreation area because of its success and popularity. The swimming pool and ball field were moved to the southwest side of the park. In the 1970's the tennis court development expanded, and the bathhouse was renovated with the existing flat roof addition to provide additional storage to serve the tennis complex.

The cultural heritage criterion is wide reaching and there are no specific standards for "cultural character of community," which could mean a range of things and may relate more to places that represent nonmaterial aspects of local culture. To that end, the building has played a significant support role in the recreational activity of Pueblo residents and visitors for almost 90 years.

**Staff finds that the site does exemplify the cultural heritage of the community for its long-term support of Pueblo recreational activities, including the current tennis complex.**

**2. a. Portrays the environment in an era of history characterized by a distinctive architectural style**

According to the Landmark Application, the construction style of the bathhouse and related structures are WPA Rustic. "Rustic architecture is usually associated with lodges, mountain buildings associated with the National Park Services and the U.S. Forest Service. 'Parkitecture' was another term for this style. According to the New Deal Resources on Colorado's Eastern Plain's, Parkitecture is represented by heavy use of native stone/masonry and wood/timber, that are native to a region in order to harmonize with the local landscape. The City Park Bathhouse is clad with rough cut, non-coursing sandstone and a U-shaped cross gable with a low shed roof below the gables. The rough-cut stone is a character defining feature of the building, showcasing a Pueblo variant of Rustic/Parkitecture style. The WPA utilized this style on other buildings throughout City Park and the adjacent City Park Zoo.

The Historic Structures Assessment of the bathhouse confirms the bathhouse is built in the WPA Rustic style and used local sandstone in the construction of the structure. The bathhouse is a good example of the Rustic/Parkitecture Style as it was implemented in Pueblo by the WPA.

**Staff finds the site eligible under 2. a. as a good example of the Rustic/Parkitecture architectural style.**

**2. c. Is the work of a designer whose individual work has significantly influenced the development of the City.**

Although the WPA was known for teaching masonry skills to Americans throughout the depression, this criterion refers to one designer and the City Park Bath House was designed by a team of people according to the HSA from 2010, so it is ineligible without further documentation.

**Without further documentation of a specific designer or architect, Staff finds 2.c. ineligible because the site was not designed by one designer but a team of people teaching masonry skills.**

**3. a. By being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif**

According to the application for Landmark nomination, "City Park Tennis Clubhouse (bathhouse) is within an area of concentrated WPA structures. Which gives a real sense of place to the local population familiar with the park. Stone boundary fences that border major thoroughfares are a distinct sign of the type of buildings and features that may be found within those boundaries."

City Park is a historic park, with a variety of amenities, including the zoo, golf course, retaining walls and other structures constructed by the WPA. However, a road has been erected along the west of the bath house, and the wading pool was removed as well as numerous other features altered in the vicinity. Much of the direct historic context related to the original use of the bathhouse has been heavily modified or removed so that it is no longer used as it was historically intended.

**Staff finds that while the building is related to the historic City Park, largely developed by the WPA and could be preserved according to a plan based on a historic, cultural, or architectural motif.**

The Pueblo City Park Bath House exhibits a moderate/medium degree of integrity. Significant modifications have been made to the structure itself including a rear stucco addition and the blocking up of the open archways on the primary façade. Furthermore, the setting and feeling of the site have been seriously modified with the addition of 17 tennis courts, the construction of a road to the west, and removal of the wading pool. The bathhouse is located in its original position, and the overall WPA Rustic architectural design is intact.

**Changes to the Building and Property**

A flat roofed stucco storage room was added to the bathhouse and the entry archways were blocked in with concreate masonry units in the 1970's. Most of the other structural openings and windows have been blocked, boarded, and clad with stucco. The wading pool was removed in the early 1950's and a total of 17 tennis courts have been added over the years.

**Zoning District**

The site and surrounding area are zoned S-1, and the surrounding neighborhood is mostly zoned R-2 and comprised of single-family homes.

**City's Comprehensive Plan Compliance**
The City Park Bathhouse is located in the Open Space and Parks future land use area according to the Pueblo Regional Comprehensive Plan, adopted in July of 2022. Open Space and Parks are characterized by Parks, open space, greenways, and natural areas. According to the Comprehensive Plan, Open Space and Parks encompass parks, recreation centers, open space, greenways, trails and natural areas that have been preserved for active and passive recreational purposes." The original bath house was strongly associated with the prior wading pool which was removed after advances in recreation pool technology and practice. The building has also served other recreational activities, especially tennis, since its construction.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion of the Pueblo Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking the City Park Bathhouse directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by documenting WPA contributions in Pueblo.

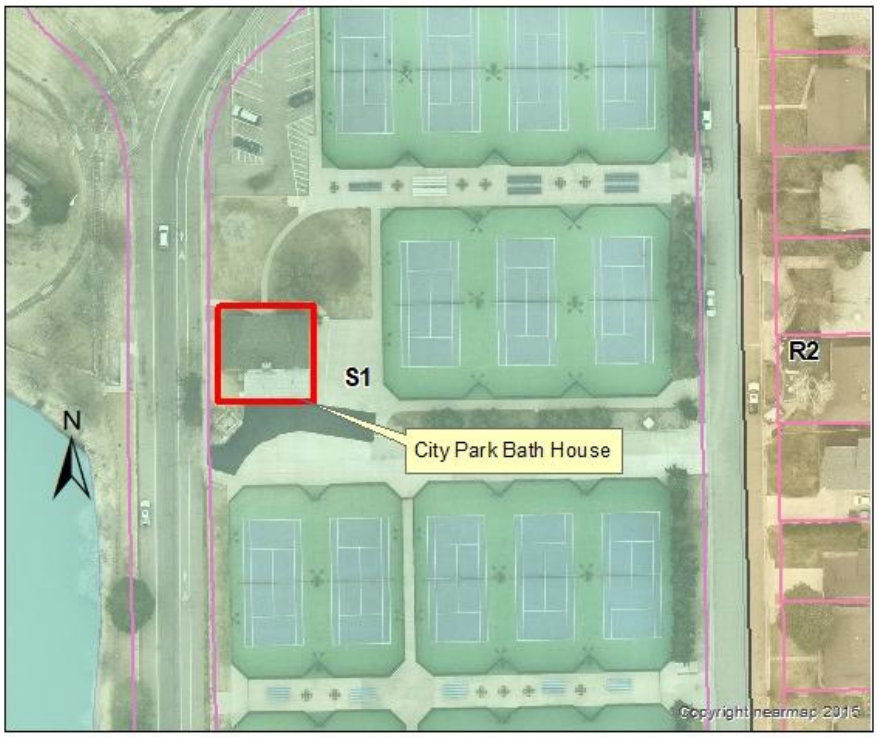
**Recommended Action:**
If the Historic Preservation Commission finds the property meets the eligibility criteria: Section 4-14-8, 1.a., 1.c., 2.a., and 3.a. of the Pueblo Municipal Code, a recommendation of approval shall be submitted to the Planning and Zoning Commission for review and recommendation to City Council for final review and approval of a Local Landmark designation.

Exhibits

A. Maps
B. Photographs
C. Application signature sheet and OpenGov document, full nomination is attached via PDF.




**A1. Aerial image of the property**

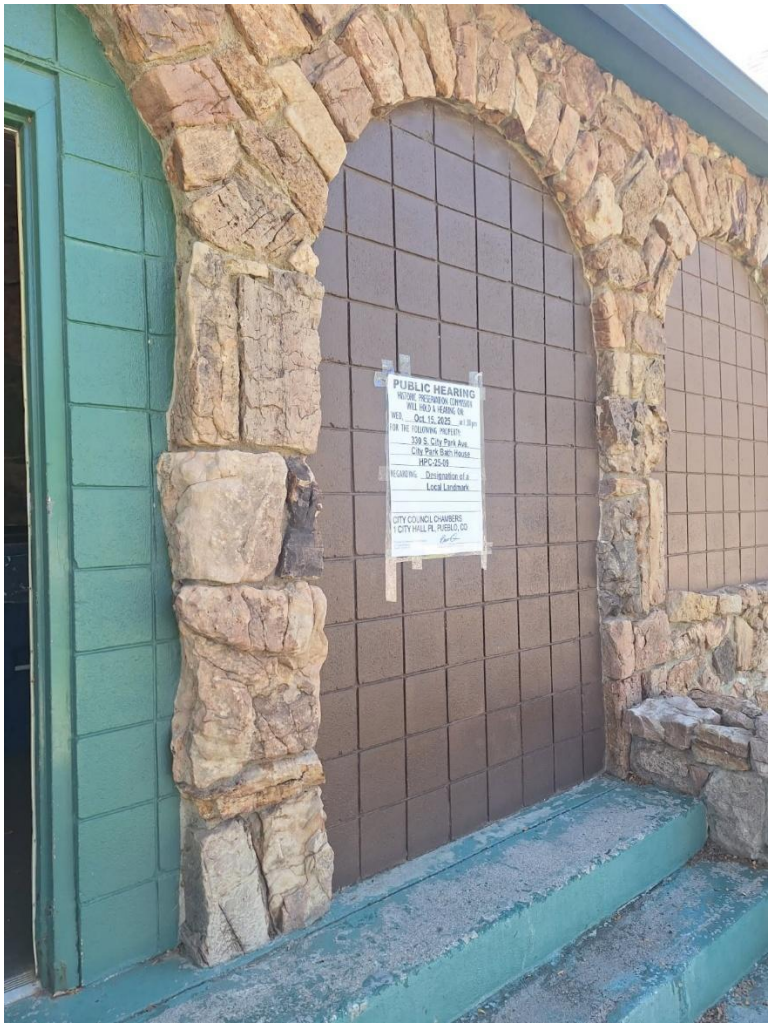



**A2. Zoning map of the property**




**A3. Comprehensive Plan Map**

## EXHIBIT B. SITE PHOTOGRAPHS




**Proof of posting**



**Overview from front façade looking south**



**Concession addition to the rear, south.**



**Eastern façade facing tennis courts.**



**View north east from South City Park Avenue**

**For attachments and application please reach out to Wade Broadhead, 719-553-2280.**

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

RESOLUTION NO. 16102

A RESOLUTION TO INITIATE BY APPLICATION TO THE HISTORIC PRESERVATION COMMISSION THE DESIGNATION OF 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

WHEREAS, on September 9, 2024, City Council passed Ordinance 10778 designating 330 South City Park Avenue, "City Park Bath House", as a local historic landmark; and

WHEREAS, on September 10, 2024, the Mayor disapproved Ordinance 1078, by way of veto; and

WHEREAS, City Council did not act to override the Mayor's veto; and

WHEREAS, City Council believes that the City Park Bath House meets the requirements to be designated as a Local Historic Landmark pursuant to Sec. 4-14-8, P.M.C., and should therefore be designated as such; and

WHEREAS, pursuant to the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, the designation of a Local Historic Landmark may be initiated by City Council filing an application for designation with the Historic Preservation Commission for review and recommendation, including all data required by HPC and payment of such fee as may be required from Council Contingencies; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council requests the Mayor to direct staff, or in the alternative authorizes the President of City Council, to present an application to the Historic Preservation Commission to designate 330 South City Park Avenue, "City Park Bath House", as a local historic landmark, and take all steps necessary to allow City Council to be presented with an ordinance of local historic landmark designation.

SECTION 2.

Payment in the amount of $150.00 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to the Historic Preservation Commission for Nomination of Historic Landmark processing fee.

SECTION 3.

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

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C

SECTION 4.

This resolution shall become effective immediately upon final passage.

INTRODUCED: August 25, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: DocuSigned by: Mark Aliff
B7A4E518230B462...
PRESIDENT OF CITY COUNCIL

ATTESTED BY: DocuSigned by:
7C02EBDFFC3D43C...
CITY CLERK

Docusign Envelope ID: BBE24ADB-F55B-48E3-ABF7-A4379DF4D30C



city of PUEBLO colorado

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** August 25, 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 TO INITIATE BY APPLICATION TO THE HISTORIC PRESERVATION COMMISSION THE DESIGNATION OF 330 SOUTH CITY PARK AVENUE, CITY PARK BATH HOUSE, AS A LOCAL HISTORIC LANDMARK

## SUMMARY:

Attached for consideration is a resolution to initiate by application to the Historic Preservation Commission the designation of 330 South City Park Avenue, "City Park Bath House", as a local historic landmark.

## PREVIOUS COUNCIL ACTION:

By way of Ordinance 10778 on September 9, 2024, City Council designated 330 South City Park Avenue, "City Park Bath House", as a local historic landmark. Ordinance 10778 was disapproved by Mayoral veto on September 10, 2024. Council did not act to override the Mayor's veto.

## BACKGROUND:

is resolution stems from direction by City Councilman Dennis Flores to pursue the aforementioned local historic landmark designation. The City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, provides the designation of a Landmark may be initiated by application of City Council filed with the Historic Preservation Commission ("HPC") for review and recommendation, which shall include all information required by HPC and payment of such fee as established. While historic designations are made by the passage of an ordinance by Council, all designations begin with the submittal of an application to the Historic Preservation Commission. This process allows for the involvement of stakeholders, members of the community and City staff to deliberate and offer input prior to City Council considering any ordinance designating a historic landmark

## FINANCIAL IMPLICATIONS:

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Pursuant to the Pueblo Municipal Code, the City, as owner of the City Park Bath House, shall be responsible for the costs associated with maintaining the City Park Bath House to meet requirements of Title IV and Chapter 1 of Title VIII

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable.

**STAKEHOLDER PROCESS:**

The stakeholder process will take place during commission hearings.

**ALTERNATIVES:**

City Council could choose to vote no and maintain the status quo lack of designation.

**RECOMMENDATION:**

This resolution is at the request of Councilman Dennis Flores.

**ATTACHMENTS:**

None

# 25-178

Historic Preservation Commission

Status: Active

Submitted On: 9/11/2025

## Primary Location

330 S CITY PARK AVE
PUEBLO, CO 81005

## Owner

PUEBLO COUNTY
215 W 10TH ST PUEBLO , CO 81003-2945

## Applicant

Cindy Capritta
719-225-0103
ccapritta@pueblo.us
111 E. D Street
POB 400
Pueblo, CO 81002

## Internal

**Case Number**

HPC-25-08

**Planner Assigned**

Planner 2

**Continuances**

–

**Number of Posters**

–

**Number of Postcards/Mailings**

–

**Newspaper Notice Cost**

–

**Public Notice Costs must be paid by:**

–

**Public Notice zoning poster must be displayed by:**

–

## HPC Hearing Information

**HPC Hearing Date**

–

**HPC Hearing Results**

–

Check box if hearing is a Special Requested Hearing

☐

## Planning & Zoning Commission Information

P&Z Hearing Date

10/15/2025

P&Z Hearing Results

–

Check box if hearing is a Special Requested Hearing

☐

## City Council Information

Council First Reading

–

Council Final Reading

–

Council Hearing Results

–

Effective Date

–

Ordinance Number

Recording Number

Notes:

## Application Information

**Application Type***

Historic Nomination

**Residential or Non-Residential?***

Non-Residential

## Nomination for Local Historic Designation

**Name of Property and/or Historic Name***

City Park Tennis/Wading Facility

**Present Use***

Tennis Facility

**Historic Use***

Tennis/Wading clubhouse for tennis courts and pool

**Site Number (issued by State of Colorado)**

**Are you designating a historic district?***

No

**What is the Applicant's Affiliation/Interest in Property***

To see the property become a Historic Landmark

## Owner Consent to Designation

**Property Owner Signature***

Cindy Capritta
Sep 11, 2025

## Attachments

**IMG_0379.jpg**
IMG_0379.jpg
Uploaded by Cindy Capritta on Sep 11, 2025 at 8:22 AM

**Statement of Significance** REQUIRED
HPC-24-07 Combined Attachments.pdf
Uploaded by Cindy Capritta on Sep 11, 2025 at 8:18 AM

**Research Sources** REQUIRED
Research Sources.pdf
Uploaded by Cindy Capritta on Sep 11, 2025 at 8:19 AM

**Narrative Details** REQUIRED
Narrative Details.pdf
Uploaded by Cindy Capritta on Sep 11, 2025 at 8:20 AM



**Photographs** REQUIRED
24-150_Page_3.jpg
Uploaded by Cindy Capritta on Sep 11, 2025 at 8:24 AM

## Record Activity

| | |
|---|---|
| Cindy Capritta started a draft Record | 09/11/2025 at 8:14 am |
| Cindy Capritta added file HPC-24-07 Combined Attachments.pdf | 09/11/2025 at 8:18 am |
| Cindy Capritta added file Research Sources.pdf | 09/11/2025 at 8:19 am |
| Cindy Capritta added file Narrative Details.pdf | 09/11/2025 at 8:20 am |
| Cindy Capritta added file 24-150_Page_1.jpg | 09/11/2025 at 8:20 am |
| Cindy Capritta removed file 24-150_Page_1.jpg | 09/11/2025 at 8:20 am |
| Cindy Capritta added file IMG_0379.jpg | 09/11/2025 at 8:22 am |
| Cindy Capritta added file 24-150_Page_3.jpg | 09/11/2025 at 8:24 am |
| Cindy Capritta submitted Record 25-178 | 09/11/2025 at 8:24 am |
| OpenGov system altered approval step Fee Review, changed status from Inactive to Active on Record 25-178 | 09/11/2025 at 8:24 am |
| OpenGov system assigned approval step Fee Review to Planning Front Counter on Record 25-178 | 09/11/2025 at 8:24 am |

| | |
|---|---|
| OpenGov system changed the deadline to Sep 13, 2025 on approval step Fee Review on Record 25-178 | 09/11/2025 at 8:24 am |
| Cindy Capritta reassigned approval step Fee Review from Planning Front Counter to Cindy Capritta on Record 25-178 | 09/11/2025 at 8:26 am |
| Cindy Capritta approved approval step Fee Review on Record 25-178 | 09/11/2025 at 8:26 am |
| OpenGov system altered payment step Application Fee, changed status from Inactive to Active on Record 25-178 | 09/11/2025 at 8:26 am |
| Cindy Capritta removed payment step Application Fee from Record 25-178 | 09/11/2025 at 8:27 am |
| OpenGov system altered approval step Land Use Tech Review, changed status from Inactive to Active on Record 25-178 | 09/11/2025 at 8:27 am |
| OpenGov system altered approval step Case Assignment, changed status from Inactive to Active on Record 25-178 | 09/11/2025 at 8:27 am |
| OpenGov system altered approval step Intake Review, changed status from Inactive to Active on Record 25-178 | 09/11/2025 at 8:27 am |
| OpenGov system assigned approval step Intake Review to Planning Front Counter on Record 25-178 | 09/11/2025 at 8:27 am |
| OpenGov system assigned approval step Case Assignment to Beritt Odom on Record 25-178 | 09/11/2025 at 8:27 am |
| OpenGov system assigned approval step Land Use Tech Review to Cindy Capritta on Record 25-178 | 09/11/2025 at 8:27 am |
| OpenGov system changed the deadline to Sep 13, 2025 on approval step Case Assignment on Record 25-178 | 09/11/2025 at 8:27 am |
| Cindy Capritta reassigned approval step Intake Review from Planning Front Counter to Cindy Capritta on Record 25-178 | 09/11/2025 at 8:27 am |
| Cindy Capritta changed form field entry P&Z Hearing Date from "" to "10/15/2025" on Record 25-178 | 09/11/2025 at 8:28 am |
| Cindy Capritta changed form field entry Planner Assigned from "" to "Planner 2" on Record 25-178 | 09/11/2025 at 8:28 am |
| Cindy Capritta changed form field entry Case Number from "" to "HPC-25-08" on Record 25-178 | 09/11/2025 at 8:28 am |
| Cindy Capritta approved approval step Intake Review on Record 25-178 | 09/11/2025 at 8:28 am |
| Cindy Capritta approved approval step Land Use Tech Review on Record 25-178 | 09/11/2025 at 8:29 am |

| | |
|---|---|
| Cindy Capritta approved approval step Case Assignment on Record 25-178 | 09/11/2025 at 8:30 am |
| OpenGov system altered approval step Planning (Zoning) Initial Review of Submittal, changed status from Inactive to Active on Record 25-178 | 09/11/2025 at 8:30 am |
| OpenGov system assigned approval step Planning (Zoning) Initial Review of Submittal to Wade Broadhead on Record 25-178 | 09/11/2025 at 8:30 am |

## Timeline

| Label | Activated | Completed | Assignee | Due Date | Status |
|---|---|---|---|---|---|
| ✓ Fee Review | 9/11/2025, 8:24:19 AM | 9/11/2025, 8:26:58 AM | Cindy Capritta | 9/13/2025 | Completed |
| $ Application Fee | 9/11/2025, 8:26:58 AM | - | Cindy Capritta | - | Active |
| ✓ Intake Review | 9/11/2025, 8:27:10 AM | 9/11/2025, 8:28:34 AM | Cindy Capritta | - | Completed |
| ✓ Case Assignment | 9/11/2025, 8:27:10 AM | 9/11/2025, 8:30:39 AM | Beritt Odom | 9/13/2025 | Completed |
| ✓ Land Use Tech Review | 9/11/2025, 8:27:10 AM | 9/11/2025, 8:29:42 AM | Cindy Capritta | - | Completed |
| ✓ Planning (Zoning) Initial Review of Submittal | 9/11/2025, 8:30:40 AM | - | Wade Broadhead | - | Active |
| ✓ Regional Building Department Notification | - | - | - | - | Inactive |
| ✓ Public Notice | - | - | - | - | Inactive |
| Public Notice Memo | - | - | - | - | Inactive |
| $ Public Notice Fee | - | - | Cindy Capritta | - | Inactive |

| Label | Activated | Completed | Assignee | Due Date | Status |
|---|---|---|---|---|---|
| ✔ Planning (Zoning) Review | - | - | - | - | Inactive |
| ✔ Staff Report and Agenda Distribution | - | - | - | - | Inactive |
| ✔ HPC Hearing Results | - | - | - | - | Inactive |
| ✔ Planning & Zoning Commission Hearing Results | - | - | - | - | Inactive |
| ✔ Property Owner Notification | - | - | - | - | Inactive |
| ✔ City Council Hearing | - | - | - | - | Inactive |
| ✔ City Clerk and Regional Building Notification | - | - | - | - | Inactive |
| ✔ Recording | - | - | - | - | Inactive |

**Eligibility Criteria: Historic City Park Tennis/Wading Facility**

**Narrative Detail**

**Statement of Significance Summary**

The City Park Tennis Clubhouse (historic name Tennis/Wading Facility), heretofore referred to as the Tennis Clubhouse is historically significant for several reasons. First, as a contributing structure to the historic City Park formerly known as Park District #2. This follows **Historic Criterion 1a,** outlining an association with the historical development within the city.

Construction of the Tennis Clubhouse was added to City Park as part of the U.S. New Deal Works Project Administration. The WPA provided funding to states and local governments to create a variety of buildings, infrastructure, art and housing. This closely follows **Historic Criterion 2a,** as part of the physical development of an area of the city. Namely City Park historic WPA structures. construction style also is an important part of the significance.

Although the Tennis Clubhouse was part of the early tennis activity within Pueblo. It has not been listed as Historic Criterion 1d. This may be a subject of discussion because of the numerous tennis championships for state and local players, which were held at this site.

**Statement of Significance Summary Expanded:**

1. **History**

1a Have direct association with historical development of the city, state or nation.

Charles L. Dittmer first acquired the 150-acre parcel known as the "Park"; early records refer to it as Carlile's Park. Which was to be part of a grandiose plan of extensive landscaping, lakes, fountains and statuary with amenities meant to enhance an adjoining Carlile Park Subdivision. In the fall of 1899, a group of investors organized as the C.L.W. Dittmer Land and Building Company with Charles Dittmer as general Manager. In December of that year the parcel. was acquired from the Colorado Coal and iron company.

Financial Difficulties mostly caused by the silver crash of 1893 coupled with the Panic of 1903 forced the partnership to refocus their plans for the Park. The partners to sell the 150-acre parcel. The City of Pueblo started to develop a park on the northside of Pueblo, in 1898, known as the Mineral Palace. Similarly, to what happened to Dittmer, a failed development, on the northside, made the Mineral Palace land available, this became Park District #1.

Southside residents also wanted a park on their side of town. The citizens approved a bond issue of $150,000 to purchase the acreage from Dittmer and his associates. Park District #2 was formed to develop and maintain parks on the southside of Pueblo.

Charles Dittmer was appointed as special agent for the park commissioners since he had invested 15years of work and planning. He provided some infrastructure. He assisted with further planning for embellishments such as gates and statuary. The Park evolved into a sanctuary in the city for the citizens to enjoy picnics, leisure activities, and socializing.

However, it wasn't until the WPA funding were significant structures built within the Park. A Zoo, Aviary, animal habitats, canals, and Tennis Clubhouse were constructed between 1933-1940. Boundary walls and bridges were also constructed as part of this 'New Deal' program with local labor provided from the WPA. These programs helped lift the country out of the Great Depression and particularly assisted Pueblo which had been especially devasted first by the 'Great Flood' of 1921 and then the stock market collapse of 1929

The Pueblo Zoo became its own National Register District in 1995 which highlights the quality of the planning and development of a zoo. Within the 3-acre district are two buildings, six structures, moats, canals, artificial mountains, bear pits and water features. The use of natural materials and settings were part of a movement to provide a naturalistic approach to zoo habitats.

The eastern edge of the Park is occupied by the tennis complex with the seventeen courts, and Tennis Clubhouse. There were originally viewing stands on the south elevation, which were demolished. The tower that held the announcer booth remains.

The right side of the front door there is an inserted plaque that commemorates the building and the significance of it; it reads "ERECTED THROUGH THE COOPERATION OF FEDERAL, STATE AND LOCAL GOVERNMENTS BY WORKS PROGRESS ADMINISTRATION DEDICATED TO THE ENRICHMENT OF HUMAN LIVES *A RECORD OF PERMANENT ACHIEVEMENT*".

**Statement of Significance Summary Expanded:**

**2. Architecture**

2a Portrays the environment in an era of history characterized by a distinctive architectural style.

The construction style of the Tennis Clubhouse and related structures are WPA Rustic. Rustic architecture is usually associated with lodges, mountain buildings associated with the National Park Services and the U.S. Forest Service. "Parkitecture" was another term for this style. Publications authored in the 1930's espoused this style. Rationale for use in the mountains was the availability of natural materials, stone and timber. Mainly was to create a structure that was reflected of nature.

Many of the publications were authored by Herbert Maier. He was the architect/landscape architect who headed the NPS district the included the Rocky Mountain Region. Although publications contained designs and plans it was noted not to copy the designs but rather adapt to local topography, cultural influences and conditions.

Maier believed that using indigenous or natural materials was the best way to integrate the structure with its surroundings. Rustic architecture was a simple method to provide the best solution, following function and nature. WPA sought to put as many people as possible. This meant using hand tools and hand labor as opposed to power tools.

WPA Rustic architecture is an architectural style from the era of the U.S. New Deal Works Project Administration. The WPA provided funding for architects to create a variety of buildings, including amphitheaters and lodges. WPA architecture is akin to National Park Service rustic architecture. WPA Rustic, as opposed to National Park Service Rustic as utilized in most national parks, involves more demarcation between the building and the landscape. The term has been used by the National Park Service's National Register of Historic Places program to describe many buildings and structures, including American Legion meeting halls and other buildings built by the WPA in the 1930s

2c. The architects who designed this structure and others (see 2a above) were also employed through the WPA and it's been shown that they reused design plans there similarities with the pool building in Mitchell Park.

**Geography**

3a Have a prominent location or be established, familiar and orienting visual feature of the contemporary city.

City Park Tennis Clubhouse is within an area of concentrated WPA structures. Which gives a real sense of place to the local population familiar with the Park. Stone boundary fences that border major thoroughfares are a distinct sign of the type of buildings and features that may be found within those boundaries.

**Architectural Description**
Closely describe the structure and its surrounds.

The main elevation is north facing, it has a main gable with and intersecting gable at each end, one on the east and one on the west. The main gable ridge runs east/west and has an unequal slope on the north, with an equal slope on the south. The unequal slope has the break over the porch. The two intersecting gable ridges both run north/south. All original building roofs are covered with asphalt shingles.

The entire structure is constructed of red cilium sandstone. The stones were harvested in the foothills west of Pueblo. Stones were left mostly uncut, natural in appearance, with a raked mortar joint, which highlights each individual stone because of the recessed mortar joint.

Four circular arched openings define the main elevation, each rise to doorway height. The arches are coupled and form an arcade, which opens onto a porch. The outer two arched openings are infilled with stone at the bottom three feet. Originally those two openings had segmented arches at the very bottom of the infill. Those arches have been infilled with stone matching the original. A center concrete stair provides access to the inner two arched openings. The stairs are flanked on each side with stone walls staggered to match the treads. The four circular arches have been infilled with concrete masonry units (CMU). The eastern and western openings have been infilled, the western arch the opens onto the stair have also been infilled. The eastern arch opening onto the stairs is partially infilled, to accommodate a 3 x 7 door.

The two-intersecting gables on the east and west are symmetrical to the centerline of the north elevation. Each have full height stone gable ends. The stone terminates at the peak and the roof is a 6-12 pitch. At the top of each peak are three 4-inch round, clay pipes, which protrude and act as attic venting. Wood cornice boards follow the roof rake.to the

Two coupled casement windows are centered on the east and west gables, separated by an eighteen-inch-wide column. The windows are six true divided lites, approximately 52 inches above finished floor (AFF). The original windows are behind CMU that have
been infilled into the front of the opening.

The west elevation has full height stone to the bottom of the roof. There are four window openings. The northern most window opening has two coupled casement windows, that are six true divided lites. The two middle openings each have two coupled casement windows that are four divided lites.

The southern most opening has casement windows two coupled over two coupled casement windows separated by a horizontal mullion. Each of the casement windows are six divided lites. Those windows originally serviced the building kitchen. All openings on the west elevation have CMU infilling the original window opening.

The south elevation has been altered by a non-conforming addition, which runs over three quarters of the south elevation. The portion of the building not covered by the addition is the south gable end of the western intersecting gable. The stone runs full height of the gable end. One large window, oft centered to the west, is coupled over two coupled casements with six divided lites, also infilled with CMU.

The east elevation has full height stone to the bottom of the roof. Four window openings oft centered in the elevation are two coupled casements with four divided lites each. All openings are infilled with CMU masonry. It should be noted that the historic photograph shows a different window configuration. There is no noticeable alteration of the openings that exist now. Which may have been a very early alteration using original material.

**Research Sources**:

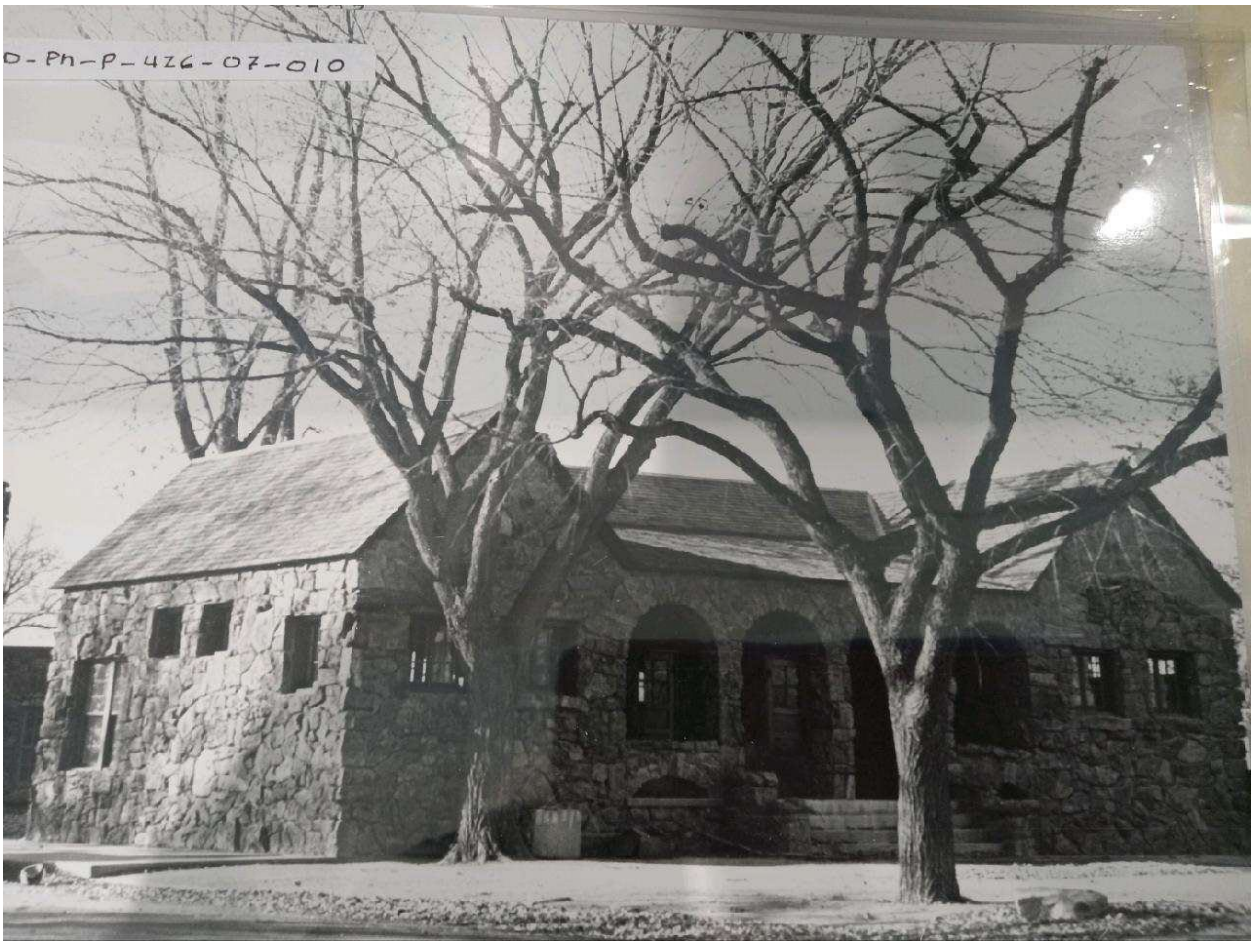
- Pueblo County Historical Society
- The Pueblo Lore: January 2007 Issue by George Williams
    - See attached document; pages 41/42 discuss the Tennis facility while the entirety of the issue is dedicated to WPA projects in Pueblo
- Site Visits to City Park, Mineral Palace Park, Pueblo Mountain Park and Mitchell Park
- History Colorado WPA Rustic – Colorado Historic Architecture and Engineering Guide
- Historic Plans, Details and Elements by John Theodore Haneman
- Dictionary of Building Preservation by Ward Butcher.
- Valentine Engineering Field Observation Report – James Valentine

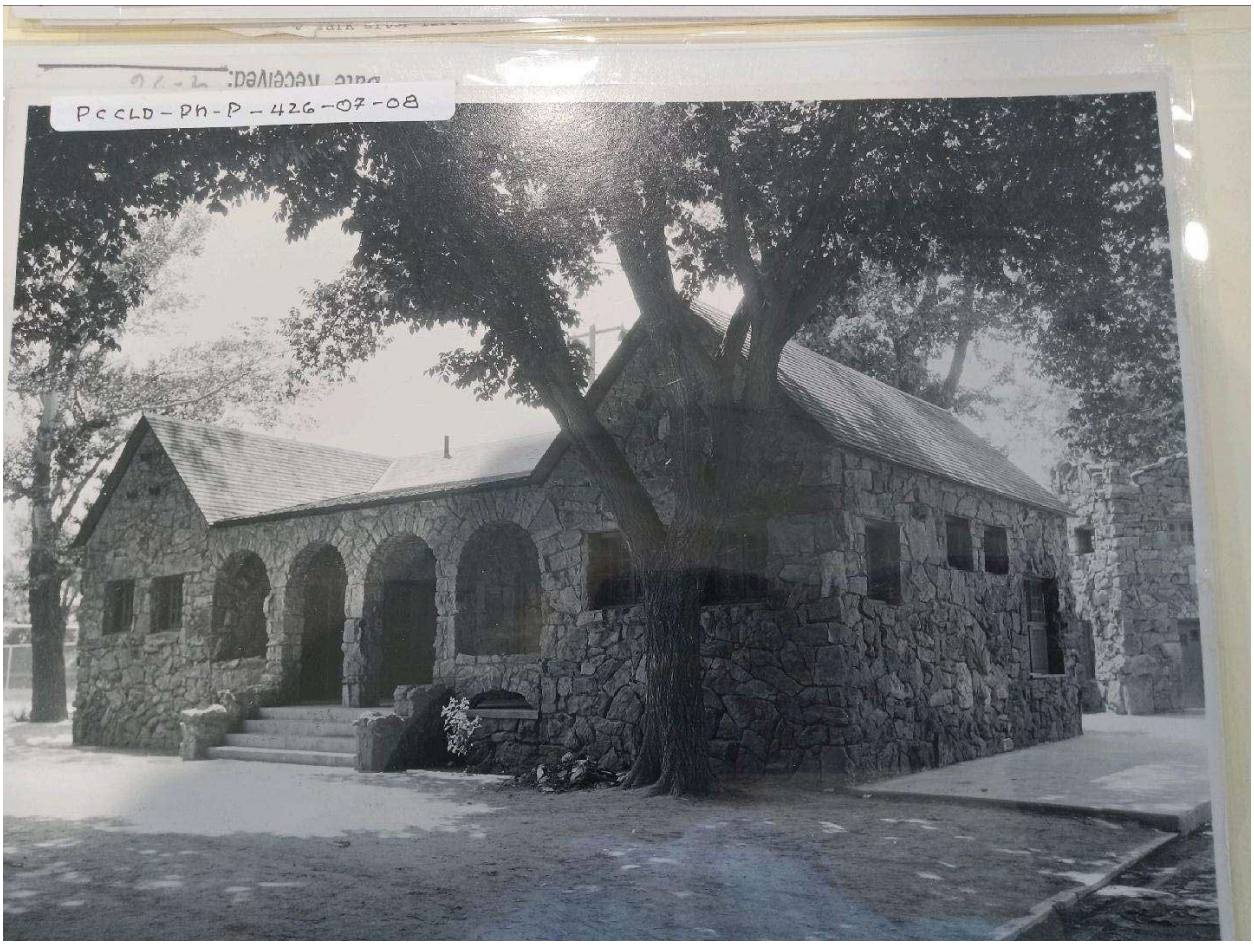
**Photographs:**






ERECTED·THROUGH
THE·COOPERATION·OF
FEDERAL·STATE·AND
LOCAL·GOVERNMENTS
BY·WORKS·PROGRESS
ADMINISTRATION
DEDICATED·TO·THE
ENRICHMENT
OF·HUMAN·LIVES
★A·RECORD·OF★
★PERMANENT★
★ACHIEVEMENT★


O-PH-P-426-07-010


PCCLD-PH-P-426-07-08





Guy Chabot
*Chair*

Mark Guerrero
*Vice Chair*

Sandra Morrison
*Secretary*

city of PUEBLO colorado

Historic Preservation Commission

George Koncilja

Jan Schraner

Anthony Perko

Raymond Chavez Jr

**Minutes of Regular Meeting**
**Wednesday, October 15, 2025, at 1:30PM**
**City Council Chambers, 1 City Hall Place**

The meeting was called to order at 1:33 pm

**Commissioners Present:** Sandra Morrison, Guy Chabot, (Zoom), George Koncilja, Raymond Chavez Jr., Jan Schraner, and Mark Guerrero, Anthony Perko

**Commissioner(s) Absent**:

**Staff Members Present**: Lauar Portis, Assistant City Attorney, Wade Broadhead, Senior Planner, Mikaylin Hackley, Planner Cindy Capritta, Land Use Tech, Zoom

**Staff Members Absent**: Beritt Odom, Director of Planning and Community Development

**Approval of Minutes**: Chabot motioned to approve the agenda, seconded by Koncilja

**Motion Passed**: 6-0 (Perko absent for the August Meeting)

**Public Meetings and Action**: N/A

**Regular Agenda:**

**HPC-25-09 330 S. City Park Ave. City Park Bath House Local Landmark designation application**
(City of Pueblo Applicant) Wade Broadhead provided staff report. Speaking in support of the application were Martin Vaughan and Eleonera Bartoli. No opposition appeared.

**Commission Action:** Perko motioned to accept the application seconded by Koncilja

**Motion Passed**: 7-0

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar



***MINUTES OF REGULAR MEETING***
City of Pueblo, Colorado
Wednesday, November 12, 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, Alexandra Aznar, Brett Boston, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

**Commissioners Absent:**

**Staff Members Present*:*** Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner; Riane Ledford, Planner; and Cindy Capritta, Land Use Tech – Zoom.

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey moved to approve the agenda, seconded by Avalos.

**Motion Passed:** 7-0.

**Public Meeting:**

**HPC-25-09 City Park Bath House Landmark,** Staff report provided by Wade Broadhead.

Speaking in favor of the Landmark application were George Koncilja, Brett Verna, and Eleonora Bartoli. No one appeared in opposition of the application.

**Commission Action:** Bailey moved to recommend the Landmark application to City Council for approval seconded by Boston.

**Motion Passed:** 7-0

**Commission Action:** Bailey moved to recommend the vacation application be forwarded to City Council for approval, seconded by Boston.

**Motion Passed**: 7-0

**S-25-05 Subdivision:** VIA Subdivision, a subdivision of 3.21 acres into two commercial lots, generally located north of W. Pueblo Blvd. and west of Mirror Ave. Staff report by Beritt Odom, Planning Director.

**Hearing:** Applicant Eric Maxwell was sworn in and spoke in favor of the application, no one appeared in opposition of the subdivision application.

**Commission Action:** Bailey moved to recommend the subdivision application with one staff condition to be completed on the Plat prior to forwarding to City Council for approval, seconded by Boston.

**Motion Passed:** 7-0.

**S-24-09 Subdivision:** Muniz Sunny Heights Subdivision, a replat of lot 6 WDB Land Co. Subdivision No 1. into three lots encompassing .77 acres. Staff report by Wade Broadhead, Sr. Planner.

**Hearing:** Applicant Julie Trout was sworn in and spoke in favor of the subdivision application. No one appeared in opposition.

**Commission Action:** Bailey moved to recommend the subdivision application be forwarded to City Council for approval, seconded by Boston.

**Motion Passed:** 7-0.

**Z-25-18 Rezone:** Rezoning of 0.65 acres located at 300 W Abriendo Ave from Multiple Residential and Office (R-5) Zone District to Subregional Business (B-2) Zone District. Staff Report by Mikaylin Hackley, Planner.

**Hearing:** Applicant Jeff Bailey was sworn in and spoke in favor of the application. Also sworn in and speaking in support were Brett Verna, Leslie Nazario, Mike Archuleta, Bret Stewart, Aaron Colletti, Midori Hatton, Nancy Ausbun, John Coope, Debbie Mulay, Kelly Hibler, Sally Sharp, Jim Sharp, Corinne Brown, Russell Lane, David Carleo, Danny Westen, Joe Vigil, Scott Thomas, Louis Nazario, David Cesario and John Grove. Exhibit A presented in support. Being sworn in and speaking in opposition was Jennifer Modrell. Exhibit B presented in opposition.

**Commission Action:** Bailey moved to recommend the rezone application be forwarded to City Council for approval, seconded by Boston.

**Motion Passed:** 7-0

**Approval of Minutes:**

Boston moved to approve the minutes from the October 8, 2025, meeting seconded by Salazar.

**Old/New Business:**

**Adjourned at** 5:55 PM

Respectfully submitted,

| | |
|---|---|
| Mike Castellucci<br>Chairperson | Beritt Odom<br>Executive Secretary |

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

# Ad Preview

HISTORIC PRESERVATION
COMMISSION
CITY OF PUEBLO
NOTICE OF PUBLIC HEARING

Take notice that at a regular meeting 10 be held at 1:30 P M., on the 15th day of October 2025 at 1 City Hall Place, Pueblo, Colorado, the Historic Preservation Commission will hear the following application(s):

HPC 25-09
330 S. City Park Ave / City Park Bath House
For Designation of a Landmark as provided in the Historic Preservation Ordinance (Title IV, Chapter 14, of the Code of Ordinances, City of Pueblo) as the same affects the property situated in the City of Pueblo, County of Pueblo and State of Colorado, on file and known as 330 S. City Park Ave.

A Nomination for Designation of a Landmark if it qualifies for significance in criteria of history (criterion IA&C), architecture (criterion 2A&C)

A draft of the nomination will be on file in the Department of Planning and Community Development and will be available for viewing and printing, typically the Friday prior to the meeting.
Any person may appear before the Historic Preservation Commission at the time and place stated above to be heard on the proposed nomination for designation of a landmark. Individuals who require special arrangements to participate are encouraged to contact the Department of Planning & Community Development at least 72 hours in advance.

Questions may be directed to the attention of Wade Broadhead, Senior Planner, 719-553-2280.

/s/ Beritt Odom
Beritt Odom
Land Use Administrative Official
719-553-2259

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

# Planning and Zoning Refferal for HPC-25-09

| | |
|---|---|
| **TO:** | City of Pueblo, Planning and Zoning Commission |
| **FROM:** | Wade Broadhead, Sr. Planner |
| **THROUGH:** | Beritt Odom, Director of Planning and Community Development |
| **DATE:** | November 12, 2025 |
| **SUBJECT:** | Review and Recommendation to City Council for an application to designate the former City Park Bathhouse/Tennis Building as a Local Pueblo Landmark |
| **APPLICANTS:** | Pueblo City Council |
| **PROPERTY OWNER:** | City of Pueblo |
| **LOCATION:** | 330 S. City Park Avenue |
| **REQUEST:** | To review the Pueblo Historic Preservation Commission recommendation and the Pueblo Local Landmark designation application and forward a recommendation on the application by the Planning & Zoning Commission to City Council. |

According to the Pueblo Municipal Code (14-4-8), (g). “Within fifteen (15) days after making a recommendation to approve, HPC shall transmit its written recommendation to the Planning and Zoning Commission including the findings of fact which constitute the basis for HPC recommendation. The Planning and Zoning Commission shall without public hearing review HPC's recommendation and the designation application at its next available meeting and submit its recommendations thereon to Council. All recommendations of the Planning and Zoning Commission shall be made taking into consideration any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the City to be affected by the designation or amendment of a designation.”

Local landmark designations are forwarded to the Planning and Zoning Commission to provide a recommendation to City Council taking into consideration any comprehensive plan, zoning requirements, projected public improvements, and existing and proposed renewal and development plans applicable to the section of the city to be affected by the designation.

**Items to consider for the recommendation to City Council for the historic landmark designation or historic districts according to 4-14-8(g):**

*Comprehensive Plan*
The City Park Bathhouse is located in the Open Space and Parks future land use area according to the Pueblo Regional Comprehensive Plan, adopted in July of 2022. Open Space and Parks are characterized by Parks, open space, greenways, and natural areas. According to the Comprehensive Plan, “Open Space and Parks

encompass parks, recreation centers, open space, greenways, trails and natural areas that have been preserved for active and passive recreational purposes." The original bath house was strongly associated with the prior wading pool which was removed after advances in recreation pool technology and practice. The building has also served other recreational activities, especially tennis, since its construction.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion of the Pueblo Inventory of Cultural Resources, and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking the City Park Bathhouse directly addresses this policy in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by documenting WPA contributions in Pueblo.

*Zoning Requirements*
The building is located within an S-1, Governmental Use Zone District established for City Park. The park includes various park and recreation facilities including the Pueblo Zoo, two golf courses, Kiddie Rides, an outdoor swimming pool, a 17-court tennis complex, three softball/baseball fields, a frisbee golf course, and other general park amenities. No city initiated, or neighborhood initiated, rezonings or large-scale use changes are under consideration for this area.

In accordance with Section 17-4-51, (a), (27) of the Pueblo Municipal Code pertaining to Governmental Use District (S-1):

When any property zoned S-1 is to be developed or redeveloped, the development plan therefore shall be first submitted for review and approval by the Planning and Zoning Commission. The decision of the Planning and Zoning Commission shall be made after notice and public hearing has been held in the manner required for a zoning map amendment. The Planning and Zoning Commission may approve, disapprove, or approve the development plan with conditions normally imposed or required for development of similarly situated private property, including but not limited to the effect of the development plan on adjacent properties, matters relating to lot area, dimensions and coverage, building heights, setbacks, landscaping, loading zones, parking and lighting.

*Projected Public Improvements*
On August 25, 2025 City Council Approved Resolution 16102 that directed the Mayor to prepare this local landmark designation. Designation would allow the bath house to be eligible to receive State Historical Fund grant awards that would facilitate the project completion. State Historical Fund grants deadlines are October and April of every year, and up to $250,000 in funds can be awarded per grant cycle. Friends of City Park have submitted a development proposal to help fundraise and manage the restoration of the bath house. The City is also seeking additional funding sources from state agencies and foundations.

The City's Parks and Recreation Department has developed a master plan for the 17-court tennis complex that involves the demolition of the existing building and replacement with a modern tennis club facility. Due to the increase in project costs for the prior demolition and construction of a new clubhouse, the City solicited different approaches for upgraded facilities at the site. Friends of City Park, a local 501. C3 nonprofit, submitted a proposal to the City that would involve two state historical fund grants as well as foundation funding to cover upgrades to the existing bath house costs. The proposal outlines costs of

approximately $761,000, and the group expects the construction to restore and upgrade the bath house would take six months after funding has been secured. The proposal also states the group is open to managing the facility as a multi-use space for three years after the renovation is completed. The applicant is still in discussions with city administration.

If designated, the City Park Bath House would be regulated by the Historic Preservation Commission Standards of Appropriateness and Demolition Standards and Title 4 of the Pueblo Municipal Code. If the property were designated a local historic district and the City wanted to demolish the building at a later date, it would require them to apply for a Certificate of Demolition from the Historic Preservation Commission.

*Existing or proposed renewal and development plans*
The site is not located in an urban renewal project area and there are no other anticipated development plans other than the public private partnership mentioned above.

**Applicable Regulations and Prior Action**
Pueblo Municipal Code Section 4-14-8(g), the City's Historic Preservation Commission "HPC" recommended approval at their October 15, 2025, meeting by a vote of 6-0. Perko moved to approve the application, seconded by Koncilja for designation for the City Park Bath House based on the findings for significance listed in PMC 4-14-8(a)(1)(a)&(1)(c) social history and (a)(2)(a), related to architecture.

**Recommendation:**
If the Planning & Zoning Commission finds the property located at 330 S. City Park Avenue is appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8 (g) of the Pueblo Municipal Code, a recommendation of approval will be submitted to City Council for final review and approval of a Local Landmark designation.

If the Planning & Zoning Commission finds the property located at 330 S. City Park Avenue is not appropriate to be designated as a Pueblo local landmark taking into consideration criteria within Section 4-14-8 (g) of the Pueblo Municipal Code, a recommendation of denial will be submitted to City Council for final review and approval of a Local Landmark designation.

**Attachments:**
1. City Park Bathhouse Renovation, Friends of City Park, 2025
2. Minutes from the October 15, 2025 Regular Historic Preservation Commission meeting
3. Staff Report Packet for HPC-25-09 City Park Bath House

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING A 91,364 SQUARE FOOT DRAINAGE AND DETENTION EASEMENT LOCATED AT 4080 W. NORTHERN AVE. IN THE PUEBLO METRO-CENTER MALL SUBDIVISION, FILING NO 4, A SPECIAL AREA PLAN

## SUMMARY:

The applicant is requesting to vacate a 91,634 square foot drainage and detention easement at 4080 W Northern Ave.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The 91,364 square foot drainage and detention easement was originally dedicated in 1985 in a Supplemental Drainage Report for the Pueblo Metro-Center Mall Subdivision, Filing No. 2. In 2001, the subject property replatted with a Special Area Plan to facilitate expansion of the Walmart Supercenter into the southern portion of the lot. The Special Area Plan dedicated Tract A as the new private drainage easement. Tract A consists of 146,620 sq. ft. of area that spans across the southwest and southeast corners of the lot.

The relocation and redesign of the detention easement in 2001 rendered the original easement from 1985 obsolete. This vacation request removes the obsolete easement with no negative impact to the development site infrastructure. Staff has no concerns with the proposed vacation plat.

## FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

## BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 12, 2025, Regular Meeting, voted 7-0 to recommend approval.

## STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

## ALTERNATIVES:

If City Council does not approve this Ordinance, the drainage and detention easement will remain.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

## RECOMMENDATION:

Approval of the Ordinance.

## ATTACHMENTS:

1. V-25-05 Attachments

ORDINANCE NO.

AN ORDINANCE VACATING A 91,364 SQUARE FOOT DRAINAGE AND DETENTION EASEMENT LOCATED AT 4080 W. NORTHERN AVE. IN THE PUEBLO METRO-CENTER MALL SUBDIVISION, FILING NO 4, A SPECIAL AREA PLAN

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

SECTION 1.

The following described drainage and detention easement:

DRAINAGE & DETENTION EASEMENT A DRAINAGE & DETENTION EASEMENT, RECORDED AT BOOK 2749, PAGE 941, BEING A PORTION OF LOT 1, AND TRACT A, PUEBLO METRO-CENTER MALL FILING NO. 4, A SPECIAL AREA PLAN, RECORDED UNDER RECEPTION NO. 1369626 OF THE RECORDS OF PUEBLO COUNTY, COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 AND TRACT A, BLOCK 1, PUEBLO METRO-CENTER MALL, FILING NO. 4, A SPECIAL AREA PLAN, AND IS CONSIDERED TO BEAR N 00°31'02" W. SAID LINE BEING DEFINED BY MONUMENTS AS FOLLOWS: A FOUND NO. 4 REBAR WITH A YELLOW PLASTIC CAP, STAMPED "CO REG LS 12933", BEING THE SOUTHWEST CORNER OF SAID TRACT A, BLOCK 1; AND A FOUND 3-1/4" BRASS CAP, STAMPED "AEP PLS 34578", BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1.

COMMENCING AT THE NORTHWEST CORNER OF COLUMBIA DRIVE, A 40-FOOT PRIVATE DRIVE, ALSO BEING A POINT ON THE EAST LINE OF SAID LOT 1, BLOCK 1;

THENCE WITH THE EAST LINE OF SAID LOT 1, BLOCK 1, S00°28'58”E, A DISTANCE OF 220.10 FEET TO THE NORTHEAST CORNER OF SAID DRAINAGE & DETENTION EASEMENT AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID EAST LINE, S00°28'58”E, A DISTANCE OF 219.96 FEET;

THENCE WITH THE SAID DRAINAGE & DETENTION EASEMENT THE FOLLOWING SIX (6) COURSES:

1) THENCE S89°31'37”W, A DISTANCE OF 796.14 FEET;

2) THENCE N00°28'23”W, A DISTANCE OF 285.00 FEET;

3) THENCE N89°31'37”E, A DISTANCE OF 73.88 FEET;

4) THENCE S38°26'30”E, A DISTANCE OF 323.46 FEET;

5) THENCE N89°31'37”E, A DISTANCE OF 278.28 FEET;

6) THENCE N51°43'59”E, A DISTANCE OF 309.97 FEET TO A POINT ON THE SAID EAST LINE AND BEING THE
POINT OF BEGINNING;

THE ABOVE DESCRIPTION CONTAINS 91,364 SQUARE FEET. ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on November 24, 2025.

Final adoption of Ordinance by City Council on December 8, 2025.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

Mayor

**Action by City Council After Disapproval by the Mayor:**

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____

President of City Council

ATTEST

_____

City Clerk

# EASEMENT VACATION

LOT 1, AND TRACT A, PUEBLO METRO-CENTER MALL FILING NO. 4, A SPECIAL AREA PLAN
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

**DRAINAGE & DETENTION EASEMENT**

A DRAINAGE & DETENTION EASEMENT, RECORDED AT BOOK 2749, PAGE 941, BEING A PORTION OF LOT 1, AND TRACT A, PUEBLO METRO-CENTER MALL FILING NO. 4, A SPECIAL AREA PLAN, RECORDED UNDER RECEPTION NO. 1369626 OF THE RECORDS OF PUEBLO COUNTY, COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 AND TRACT A, BLOCK 1, PUEBLO METRO-CENTER MALL, FILING NO. 4, A SPECIAL AREA PLAN, AND IS CONSIDERED TO BEAR N 00°31'02" W. SAID LINE BEING DEFINED BY MONUMENTS AS FOLLOWS: A FOUND NO. 4 REBAR WITH A YELLOW PLASTIC CAP, STAMPED "CO REG LS 12933", BEING THE SOUTHWEST CORNER OF SAID TRACT A, BLOCK 1; AND A FOUND 3-1/4" BRASS CAP, STAMPED "AEP PLS 34578", BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1.

COMMENCING AT THE NORTHWEST CORNER OF COLUMBIA DRIVE, A 40-FOOT PRIVATE DRIVE, ALSO BEING A POINT ON THE EAST LINE OF SAID LOT 1, BLOCK 1;

THENCE WITH THE EAST LINE OF SAID LOT 1, BLOCK 1, S00°28'58"E, A DISTANCE OF 220.10 FEET TO THE NORTHEAST CORNER OF SAID DRAINAGE & DETENTION EASEMENT AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID EAST LINE, S00°28'58"E, A DISTANCE OF 219.96 FEET;

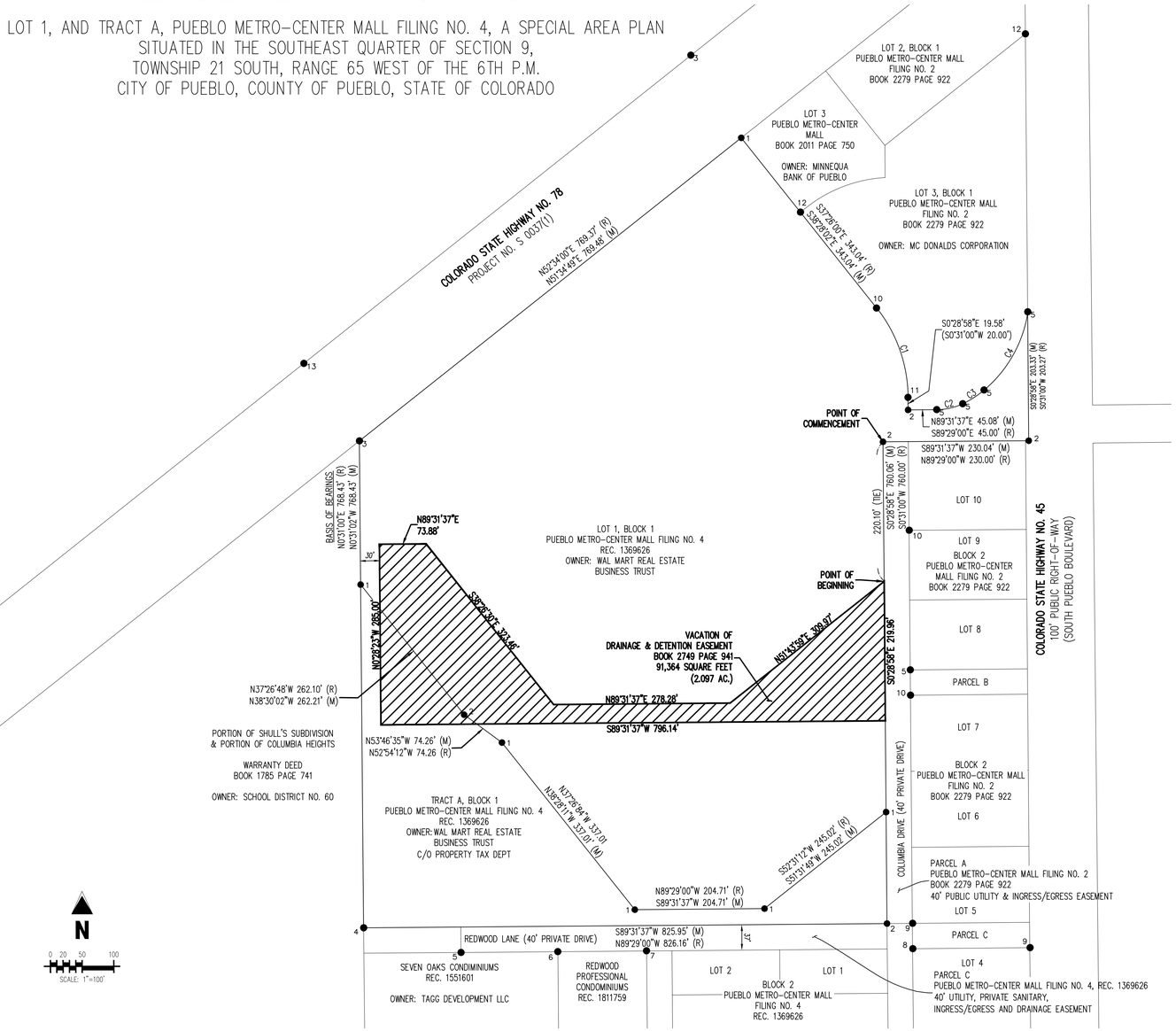
THENCE WITH THE SAID DRAINAGE & DETENTION EASEMENT THE FOLLOWING SIX (6) COURSES:

1) THENCE S89°31'37"W, A DISTANCE OF 796.14 FEET;
2) THENCE N00°28'23"W, A DISTANCE OF 285.00 FEET;
3) THENCE N89°31'37"E, A DISTANCE OF 73.88 FEET;
4) THENCE S38°26'30"E, A DISTANCE OF 323.46 FEET;
5) THENCE N89°31'37"E, A DISTANCE OF 278.28 FEET;
6) THENCE N51°43'59"E, A DISTANCE OF 309.97 FEET TO A POINT ON THE SAID EAST LINE AND BEING THE POINT OF BEGINNING;

THE ABOVE DESCRIPTION CONTAINS 91,364 SQUARE FEET. ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO VACATE AN EXISTING DRAINAGE & DETENTION EASEMENT.

BRIAN J. DENNIS, PLS 38069
PROJECT NO. WMT001001.10
PREPARED FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC
1155 KELLY JOHNSON BLVD, SUITE #305
COLORADO SPRINGS, COLORADO 80920







**LEGEND**

- INDICATES DRAINAGE EASEMENT TO BE VACATED
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT

**MONUMENT LEGEND**

- ●1 FOUND NO. 5 REBAR, 1-1/4" BLUE PLASTIC CAP, "PLS 37928"
- ●2 FOUND NAIL WITH 1-1/2" ALUMINUM DISC, "PLS 37928"
- ●3 FOUND 3-1/4" BRASS CAP, STAMPED "AEP PLS 34578"
- ●4 FOUND NO. 4 REBAR, YELLOW PLASTIC CAP, STAMPED "CO REG LS 12933"
- ●5 FOUND SCRIBED "X"
- ●6 FOUND NAIL, NO ID
- ●7 FOUND 1-1/2" ALUMINUM TAG, "M2 SURVEYING LP, PLS 34587"
- ●8 FOUND NO. 4 REBAR, YELLOW PLASTIC CAP, ILLEGIBLE
- ●9 FOUND 1-1/2" ALUMINUM TAG, STAMPED "LS 12933"
- ●10 FOUND 1" BRASS TAG, ILLEGIBLE
- ●11 FOUND NO. 5 REBAR, NO ID
- ●12 FOUND NO. 4 REBAR, NO ID
- ●13 FOUND 1-1/2" ALUMINUM TAG, STAMPED "PLS 25948", IN RANGE BOX

RECORD PARCEL CURVE SEGMENT TABLE

| CURVE TAG # | DELTA | LENGTH (FT) | RADIUS (FT) | CHORD BEARING | CHORD LENGTH (FT) |
|---|---|---|---|---|---|
| C1 | 37°57'00" | 151.97 | 229.41 | S18°27'36"E | 149.19 |
| C2 | 24°20'20" | 42.48 | 100.00 | N78°20'52"E | 42.16 |
| C3 | 15°29'33" | 40.56 | 150.00 | N58°25'56"E | 40.44 |
| C4 | 41°20'40" | 144.32 | 200.00 | N30°00'49"E | 141.21 |


Galloway
1155 Kelly Johnson Blvd., Suite 305
Colorado Springs, CO 80920
719.900.7220
GallowayUS.com



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EASEMENT VACATION
WAL-MART STORES
4080 W NORTHERN AVENUE
PUEBLO, COLORADO, 81005

| Date | Issue / Description | Init. |
|---|---|---|
| | | |

Project No: WMT001001.10
Drawn By: AAY
Checked By: BB
02/01/2024

1
SHEET 1 OF 1

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

# *MINUTES OF REGULAR MEETING*

City of Pueblo, Colorado
Wednesday, November 12, 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, Alexandra Aznar, Brett Boston, James Salazar, Elizabeth Bailey, Cheryl Spinuzzi

**Commissioners Absent:**

**Staff Members Present*:*** Laura Portis, Assistant City Attorney; Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner; Riane Ledford, Planner; and Cindy Capritta, Land Use Tech – Zoom.

**Staff Members Absent**: None

**Approval of the Agenda:** Bailey moved to approve the agenda, seconded by Avalos.

**Motion Passed:** 7-0.

**Public Hearing:**

**V-25-05 Vacation:** Vacation of a 91,364 square foot drainage and detention easement located at 4080 W. Northern Ave**.** Staff Report by Hannah Prinzi, Planner

**Hearing:** Applicant Anna Betkowski was sworn in and spoke in favor of the application. No one appeared in opposition of the vacation application.

**Commission Action:** Bailey moved to recommend the vacation application be forwarded to City Council for approval, seconded by Boston.

**Motion Passed**: 7-0

city of PUEBLO colorado

**DEPARTMENT OF PUBLIC WORKS**

# MEMORANDUM

**TO:** Beritt Odom, Director Planning and Community Development

**CC:** Cindy Capritta, Land Use Technician
Subdivision File

**FROM:** Joe Martellaro, Associate Engineer II

**SUBJECT:** V-25-05 4080 W. Northern Ave Vacation

**DATE:** November 21, 2025

---

Please place the above referenced submittal on the City Council Agenda.

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

city of PUEBLO colorado
Planning & Zoning Commission

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

# V-25-05

November 12, 2025

| | |
|---|---|
| **TO:** | City of Pueblo Planning and Zoning Commission |
| **FROM:** | Hannah Prinzi, Planner |
| **THROUGH:** | Beritt Odom, Director of Planning and Community Development |
| **SUBJECT:** | Vacate a 91,364 sq. ft. Drainage and Detention Easement |
| **APPLICANT:** | Spencer Hymas, Galloway & Company |
| **PROPERTY OWNER:** | Walmart Real Estate Business Trust |
| **LOCATION:** | 4080 W. Northern Ave |
| **CONCURRENT REQUESTS:** | None |

**REQUEST:**
Vacate a 91,364-square foot drainage and detention easement

## BACKGROUND AND ANALYSIS:

The applicant is requesting to vacate a 91,364 square foot drainage and detention easement at 4080 W. Northern Ave originally dedicated in the Supplemental Drainage Report for the Pueblo Metro-Center Mall Subdivision Filing No. 2 in 1985. The subject property is zoned Central Business (B-4) and contains a Walmart Supercenter.

The subject property replatted with a special area plan in 2001 to allow Walmart to expand into the southern portion of the lot (Pueblo Metro-Center Mall Subdivision, Filing No. 4 A Special Area Plan). The special area plan dedicates Tract A as a new private drainage easement. Tract A consists of 146,620 sq. ft. of area that spans across the southwest and southeast corners of the lot.

The relocation and redesign of the detention easement in 2001 render the original easement from 1985 obsolete. Furthermore, the 2001 Walmart expansion was built over the original easement. This vacation request removes the obsolete easement with no negative impact to the current infrastructure. Staff finds no concerns with the proposed vacation plat.

**APPLICABLE REGULATIONS:**

- Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets and alleys.
- Sec, 13-3-1 through 7 of the PMC concerning drainage easements.

**RECOMMENDED ACTION:**

If the Planning and Zoning Commission makes the necessary findings, a recommendation to City Council for approval of the vacation plat is appropriate.

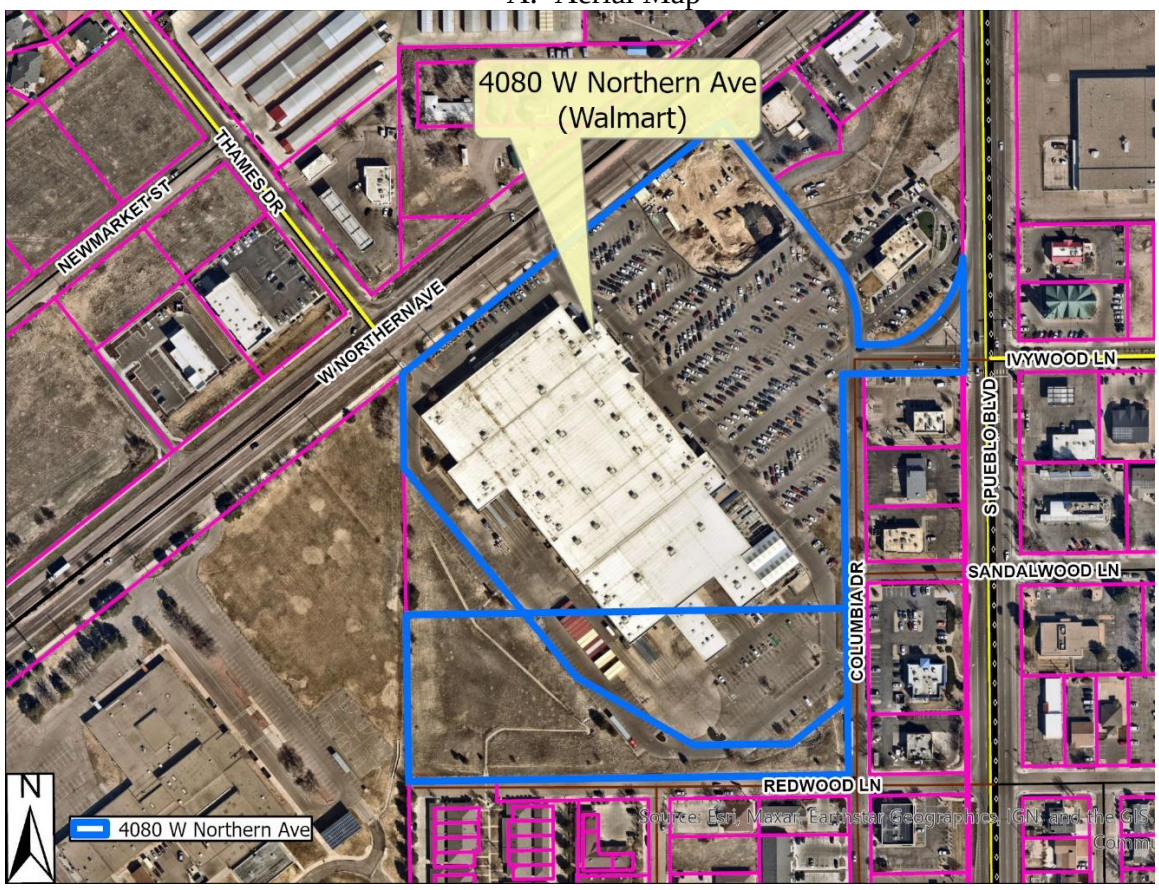
**REFERRAL AGENCIES AND COMMENTS:**

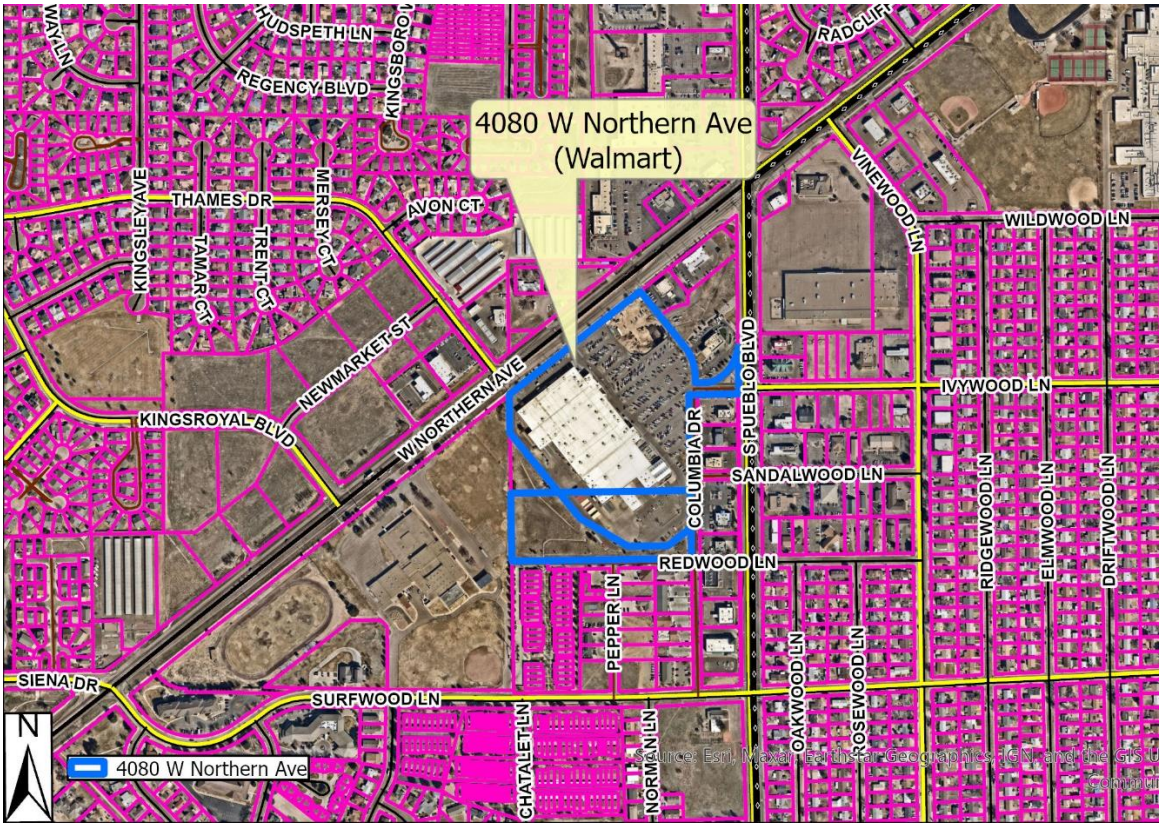
| | |
|---|---|
| • City Public Works | No comment |
| • City Transportation | No comment |
| • City Law Department | No comment |
| • Pueblo Regional Building Department | No comment |
| • City Fire Department | No comment |
| • City Wastewater | No comment |
| • City Stormwater | No comment |
| • City Parks and Recreation Department | No comment |
| • Xcel Energy | No comment |
| • Black Hills Energy | No comment |
| • CDOT | No comment |

**ATTACHMENTS:**

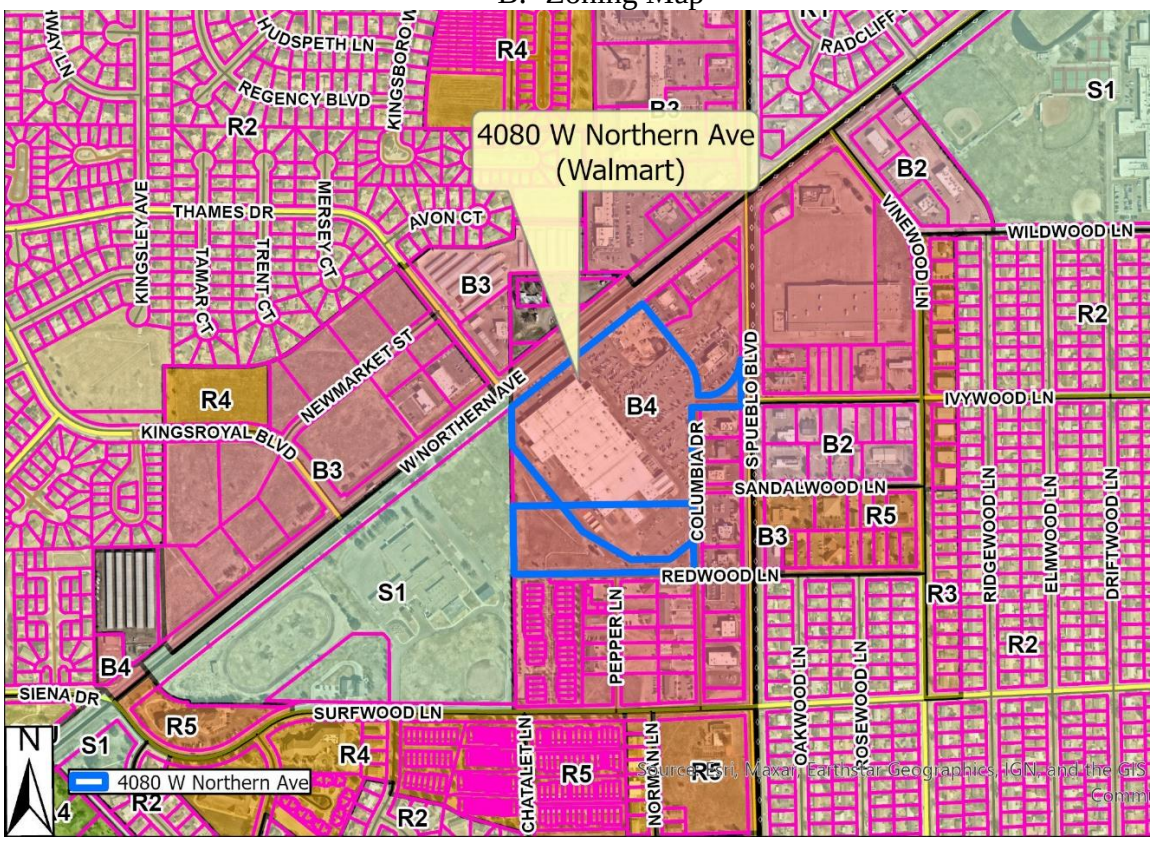
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Tract A
F. Supporting Documents: Application, Letter of Intent, and Vacation Plat, 2001 Special Area Plan

A. Aerial Map

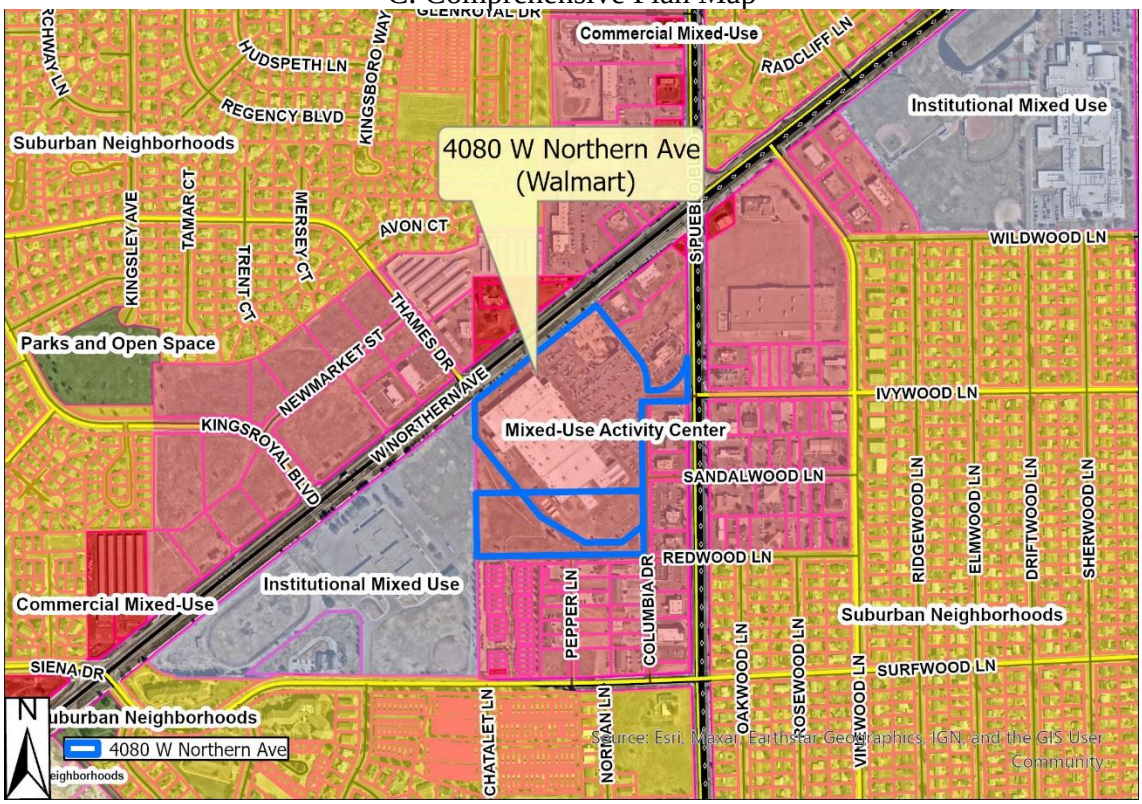

4080 W Northern Ave
(Walmart)
THAMES DR
NEWMARKET ST
W NORTHERN AVE
IVYWOOD LN
S PUEBLO BLVD
SANDALWOOD LN
COLUMBIA DR
REDWOOD LN
N
4080 W Northern Ave
Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS


4080 W Northern Ave
(Walmart)
HUDSPETH LN
REGENCY BLVD
KINGSBORO
WAY LN
KINGSLEY AVE
THAMES DR
MERSEY CT
AVON CT
TAMAR CT
TRENT CT
NEWMARKET ST
KINGSROYAL BLVD
W NORTHERN AVE
RADCLIFF
VINEWOOD LN
WILDWOOD LN
IVYWOOD LN
S PUEBLO BLVD
COLUMBIA DR
SANDALWOOD LN
REDWOOD LN
RIDGEWOOD LN
ELMWOOD LN
DRIFTWOOD LN
PEPPER LN
OAKWOOD LN
ROSEWOOD LN
SIENA DR
SURFWOOD LN
CHATALET LN
NORMAN LN
N
4080 W Northern Ave
Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS

B. Zoning Map



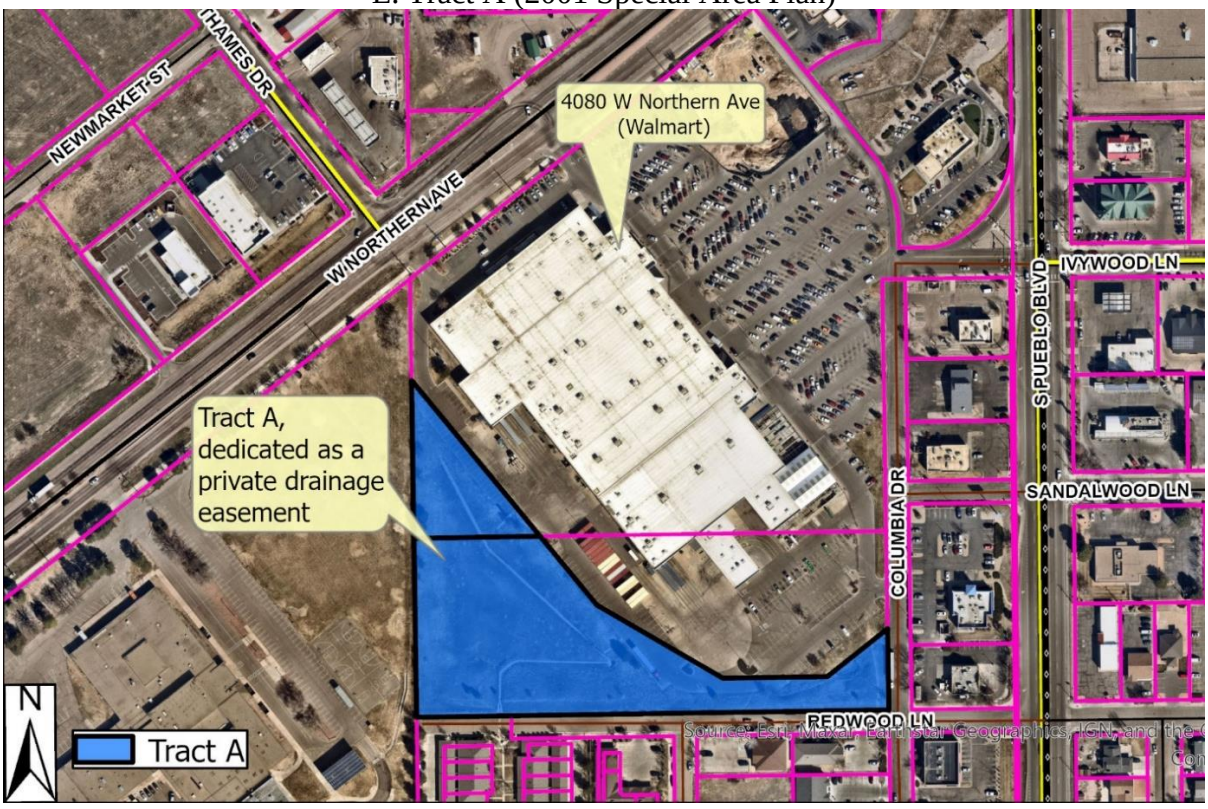

C. Comprehensive Plan Map



D. Public Notice Photo




E. Tract A (2001 Special Area Plan)



F. Supporting Documents: Application, Letter of Intent, Vacation Plat, 2001 Special Area Plan
To view the supporting documents, please see the following pages.

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

# Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

**Contact Info**

| **Property Owner** | | **Applicant** | |
|---|---|---|---|
| Name: Walmart Real Estate Business Trust | | Name: Spencer Hymas | |
| Company Walmart | | Company: Galloway & Company | |
| Address: 2608 SE J St, Bentonville, AR | Zip: 72712 | Address: 172 N East Promontory | Zip: 84025 |
| Phone: ( ) | | Phone: (801) 512-1673 | |
| Email: | | Email: spencerhymas@gallowayus.com | |
| **Engineer** | | **Surveyor** | |
| Name: Doug Staker | | Name: Brian Dennis | |
| Company: Galloway & Company | | Company: Galloway & Company | |
| Address: | Zip: | Address: 1155 Kelly Johnson | Zip: 80920 |
| Phone: ( ) | | Phone: ( ) | |
| Email: DougStaker@Gallowayus.com | | Email: BrianDennis@Gallowayus.com | |

*The applicant will be the primary contact unless otherwise noted.*

**Property Info**

**Project Location:** 4080 W Northern Avenue
(address or general description)

Parcel No(s): 15-094-69-001

Existing Zone: Commercial | Proposed Zone (if applicable):

PUD Name (if applicable):

**Project Scope**

**Project Name:** Walmart

- ☐ Rearrangement of Property Boundaries:
  # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____sf
  ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ Text Amendment
- ☒ Vacation: ○ Street ○ Alley ☒ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

**Project Information**

Provide a brief description of the proposed request:
Vacation of Drainage & Detention Easement

What is the total acreage included in the project?

What is the proposed use of the property?

❑ Commercial ❑ Multi-family ❑ Residential ❑ Industrial ❑ Other

Are there any other pending or recently approved Land Use applications regarding this property? ❑ Yes ❑ No

If yes, please list:

**Attachments**

**Attachment Checklist**

The following list of attachments are required to accompany all applications:

- ❑ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ❑ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ❑ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

**Terms**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

**Signatures**

Property Owner

| | | |
|---|---|---|
| Print Name: | Mark Graham | |
| Signature: | Mark Graham | Date: 08/19/2025 |

Applicant, if different from Property Owner

| | | |
|---|---|---|
| Print Name: | Spencer Hymas | |
| Signature: | Spencer Hymas | Date: 08/19/2025 |

**Office Use Only**

**Zoning Compliance (Completed by City Staff)**

| Application checked for completeness by: | Date: | Fee Paid: |
|---|---|---|
| | | |

Galloway
5500 Greenwood Plaza Blvd., Suite 200
Greenwood Village, CO 80111
303.770.8884 • GallowayUS.com

June 26, 2025

Joe Martellaro
City of Pueblo Colorado
1 City Hall Place
Pueblo, CO 81003

RE: Drainage & Detention Easement Vacation Letter

Dear Mr. Martellaro,

This letter pertains to Lot 1 and Tract A of the Pueblo Metro-Center Mall Filing No. 4, located in the Southeast Quarter of Section 9, Township 21 South, Range 65 West of the 6th Principal Meridian, within the City and County of Pueblo, Colorado. The property is situated at the southwest corner of Columbia Drive and Northern Avenue.

We respectfully request the vacation of a 91,364-square-foot drainage and detention easement, recorded in Book 2749, Page 941, which currently lies within the footprint of the Walmart Supercenter.

This request is supported by both historical and current drainage documentation and confirms that vacating the easement will not adversely affect surrounding or downstream drainage infrastructure.

**Background and Supporting Documentation**

The original easement was established to support regional stormwater detention for the Metro Center Mall subdivision. This was documented in the Supplemental Drainage Report for Pueblo Metro-Center Mall Filing No. 2 (KLH Engineering Consultants, 1985), which outlined a three-basin system designed to restrict discharge rates to the storm sewer in Pueblo Boulevard. Basin #1, located southwest of the Walmart building, discharged into Basin #2, which then flowed into Basin #3 near Northern Avenue and Pueblo Boulevard.

In 2001, the Final Drainage Report for Pueblo Metro-Center Mall Filing No. 4 (CLC Associates, Inc.) was prepared in support of the Walmart expansion. This report confirmed the relocation of Basins #1 and #2 further south to accommodate the building footprint and future development. The updated drainage system now discharges into the existing storm sewer system along Columbia Drive, and a new easement was recorded to reflect this configuration.

**Justification for Easement Vacation**

The original easement is now obsolete due to:

- The physical encroachment of the Walmart building.
- The relocation and redesign of detention infrastructure.
- The establishment of new easements and stormwater conveyance systems as documented in the 2001 report.

Both drainage reports confirm that the updated system maintains compliance with the City of Pueblo's Storm Drainage Design Criteria and does not negatively impact upstream or downstream drainage conditions. The 2001 report specifically notes that no adverse effects are expected to the downstream system and that no additional improvements are necessary.

**Conclusion**

Given the updated site conditions, the presence of new stormwater infrastructure, and the supporting documentation from both the 1985 and 2001 drainage reports, we respectfully request the formal vacation of the original drainage and detention easement.

Please let us know if any additional documentation or clarification is needed.

**Sincerely,**
**GALLOWAY**

Doug Staker, PE
Civil Project Manager
DougStaker@GallowayUS.com
(385) 528-1068

**References**

1. **KLH Engineering Consultants, Inc. (1985)** – *Supplemental Drainage Report for Pueblo Metro-Center Mall Filing No. 2.*
2. **CLC Associates, Inc. (2001)** – *Final Drainage Report for Pueblo Metro-Center Mall Filing No. 4.*

# EASEMENT VACATION

LOT 1, AND TRACT A, PUEBLO METRO-CENTER MALL FILING NO. 4, A SPECIAL AREA PLAN
SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

**DRAINAGE & DETENTION EASEMENT**

A DRAINAGE & DETENTION EASEMENT, RECORDED AT BOOK 2749, PAGE 941, BEING A PORTION OF LOT 1, AND TRACT A, PUEBLO METRO-CENTER MALL FILING NO. 4, A SPECIAL AREA PLAN, RECORDED UNDER RECEPTION NO. 1369626 OF THE RECORDS OF PUEBLO COUNTY, COLORADO, SITUATED IN THE SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, CITY AND COUNTY OF PUEBLO, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BASIS OF BEARINGS: ALL BEARINGS ARE GRID BEARINGS OF THE COLORADO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM 1983. BEARINGS ARE BASED ON THE WEST LINE OF LOT 1 AND TRACT A, BLOCK 1, PUEBLO METRO-CENTER MALL, FILING NO. 4, A SPECIAL AREA PLAN, AND IS CONSIDERED TO BEAR N 00°31'02" W. SAID LINE BEING DEFINED BY MONUMENTS AS FOLLOWS: A FOUND NO. 4 REBAR WITH A YELLOW PLASTIC CAP, STAMPED "CO REG LS 12933", BEING THE SOUTHWEST CORNER OF SAID TRACT A, BLOCK 1; AND A FOUND 3-1/4" BRASS CAP, STAMPED "AEP PLS 34578", BEING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 1.

COMMENCING AT THE NORTHWEST CORNER OF COLUMBIA DRIVE, A 40-FOOT PRIVATE DRIVE, ALSO BEING A POINT ON THE EAST LINE OF SAID LOT 1, BLOCK 1;

THENCE WITH THE EAST LINE OF SAID LOT 1, BLOCK 1, S00°28'58"E, A DISTANCE OF 220.10 FEET TO THE NORTHEAST CORNER OF SAID DRAINAGE & DETENTION EASEMENT AND BEING THE POINT OF BEGINNING;

THENCE CONTINUING ON SAID EAST LINE, S00°28'58"E, A DISTANCE OF 219.96 FEET;

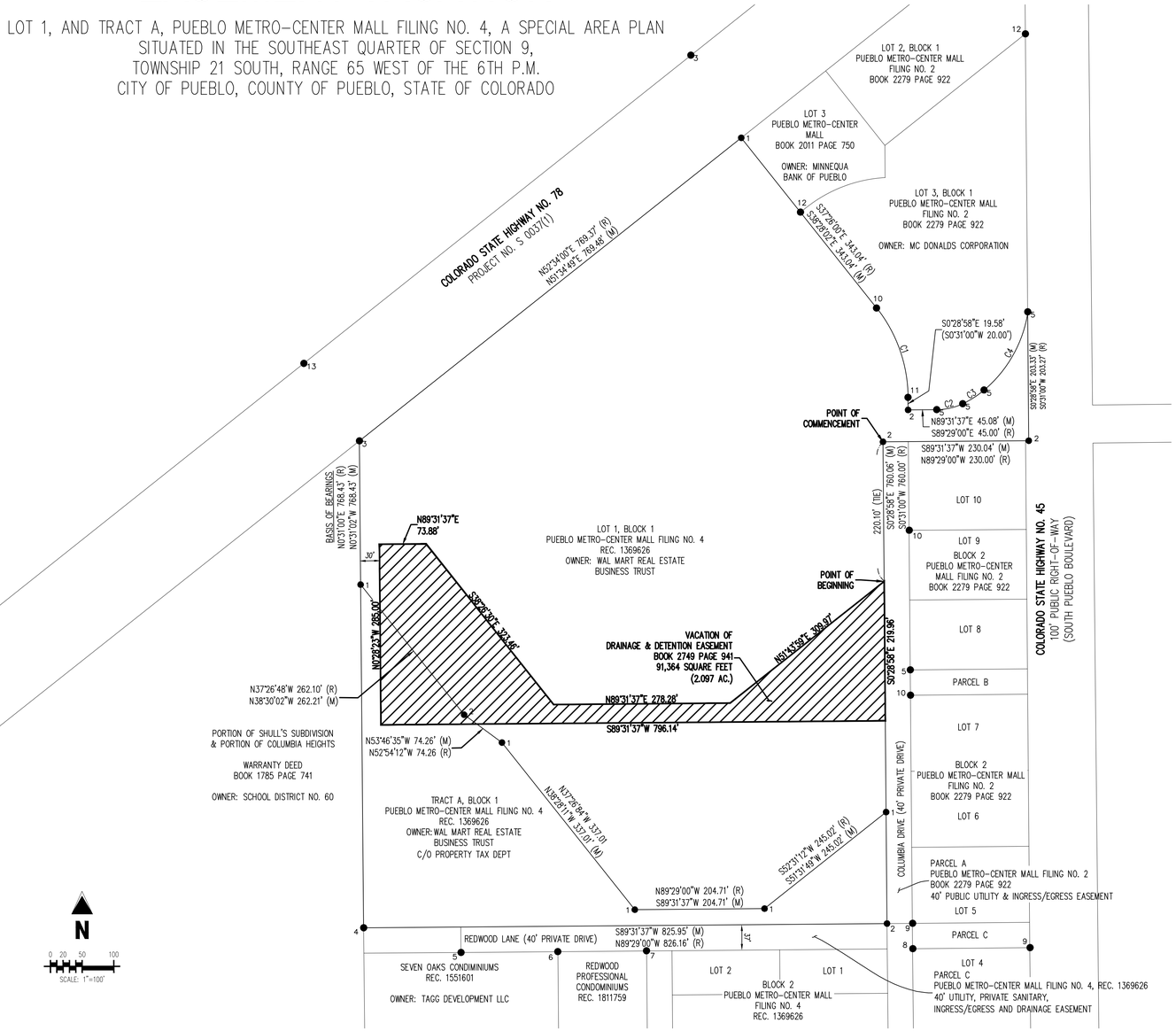
THENCE WITH THE SAID DRAINAGE & DETENTION EASEMENT THE FOLLOWING SIX (6) COURSES:

1) THENCE S89°31'37"W, A DISTANCE OF 796.14 FEET;
2) THENCE N00°28'23"W, A DISTANCE OF 285.00 FEET;
3) THENCE N89°31'37"E, A DISTANCE OF 73.88 FEET;
4) THENCE S38°26'30"E, A DISTANCE OF 323.46 FEET;
5) THENCE N89°31'37"E, A DISTANCE OF 278.28 FEET;
6) THENCE N51°43'59"E, A DISTANCE OF 309.97 FEET TO A POINT ON THE SAID EAST LINE AND BEING THE POINT OF BEGINNING;

THE ABOVE DESCRIPTION CONTAINS 91,364 SQUARE FEET. ALL LINEAL DISTANCES ARE REPRESENTED IN U.S. SURVEY FEET.

THE PURPOSE OF THIS LEGAL DESCRIPTION IS TO VACATE AN EXISTING DRAINAGE & DETENTION EASEMENT.

BRIAN J. DENNIS, PLS 38069
PROJECT NO. WMT001001.10
PREPARED FOR AND ON BEHALF OF GALLOWAY & COMPANY, INC
1155 KELLY JOHNSON BLVD, SUITE #305
COLORADO SPRINGS, COLORADO 80920




N
0 20 50 100
SCALE: 1"=100'

**LEGEND**

- INDICATES DRAINAGE EASEMENT TO BE VACATED
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- EXISTING EASEMENT

**MONUMENT LEGEND**

- ●1 FOUND NO. 5 REBAR, 1-1/4" BLUE PLASTIC CAP, "PLS 37928"
- ●2 FOUND NAIL WITH 1-1/2" ALUMINUM DISC, "PLS 37928"
- ●3 FOUND 3-1/4" BRASS CAP, STAMPED "AEP PLS 34578"
- ●4 FOUND NO. 4 REBAR, YELLOW PLASTIC CAP, STAMPED "CO REG LS 12933"
- ●5 FOUND SCRIBED "X"
- ●6 FOUND NAIL, NO ID
- ●7 FOUND 1-1/2" ALUMINUM TAG, "M2 SURVEYING LP, PLS 34587"
- ●8 FOUND NO. 4 REBAR, YELLOW PLASTIC CAP, ILLEGIBLE
- ●9 FOUND 1-1/2" ALUMINUM TAG, STAMPED "LS 12933"
- ●10 FOUND 1" BRASS TAG, ILLEGIBLE
- ●11 FOUND NO. 5 REBAR, NO ID
- ●12 FOUND NO. 4 REBAR, NO ID
- ●13 FOUND 1-1/2" ALUMINUM TAG, STAMPED "PLS 25948", IN RANGE BOX

RECORD PARCEL CURVE SEGMENT TABLE

| CURVE TAG # | DELTA | LENGTH (FT) | RADIUS (FT) | CHORD BEARING | CHORD LENGTH (FT) |
|---|---|---|---|---|---|
| C1 | 37°57'00" | 151.97 | 229.41 | S18°27'36"E | 149.19 |
| C2 | 24°20'20" | 42.48 | 100.00 | N78°20'52"E | 42.16 |
| C3 | 15°29'33" | 40.56 | 150.00 | N58°25'56"E | 40.44 |
| C4 | 41°20'40" | 144.32 | 200.00 | N30°00'49"E | 141.21 |


Galloway
1155 Kelly Johnson Blvd., Suite 305
Colorado Springs, CO 80920
719.900.7220
GallowayUS.com



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EASEMENT VACATION
WAL-MART STORES
4080 W NORTHERN AVENUE
PUEBLO, COLORADO, 81005

| Date | Issue / Description | Init. |
|---|---|---|
| | | |

Project No: WMT001001.10
Drawn By: AAY
Checked By: BB
02/01/2024

1
SHEET 1 OF 1

# PUEBLO METRO-CENTER MALL, FILING NO. 4, A SPECIAL AREA PLAN

## A REPLAT OF PUEBLO METRO-CENTER MALL, FILING NO. 3, A SPECIAL AREA PLAN TOGETHER WITH LOTS 1 AND 4, BLOCK 1 AND PARCEL F, BLOCK 2 OF PUEBLO METRO-CENTER MALL, FILING NO. 2, A SPECIAL AREA PLAN

SHEET 2 OF 2

| CURVE | DELTA | RADIUS | LENGTH | CHORD BEARING | CHORD LENGTH |
|---|---|---|---|---|---|
| C1 | 37°57'00" | 229.41' | 151.97' | S18°27'36"E | 149.19' |
| C2 | 24°20'20" | 100.00' | 42.48' | N78°20'52"E | 42.16' |
| C3 | 15°29'33" | 150.00' | 40.56' | N58°25'56"E | 40.44' |
| C4 | 41°20'40" | 200.00' | 144.32' | N30°00'49"E | 141.21' |

BLOCK 38 | GRANITE AVE. | COLUMBIA HEIGHTS | BLOCK 33 | CALIFORNIA AVE. | BLOCK 28

EILER AVE. (VACATED) S00°31'00"W 1373.32' (541.55')

35' NO-BUILD EASEMENT AND CONSTRUCTION EASEMENT BY SEPARATE DOCUMENT

FND. YELLOW PLASTIC CAP LS# 6128

SURFWOOD LANE

S89°37'25"E 498.88'

LOT 9 43,558 SF 1.00 AC.
LOT 10 48,960 SF 1.12 AC.
LOT 8 43,501 SF 1.00 AC.
LOT 11 42,840 SF 0.98 AC.
BLOCK 3
LOT 7 20,154 SF 0.46 AC.
LOT 6 9,800 SF 0.22 AC.
LOT 5 9,800 SF 0.22 AC.
LOT 4 9,800 SF 0.22 AC.
LOT 3 9,800 SF 0.22 AC.
LOT 2 9,800 SF 0.22 AC.
LOT 1 9,800 SF 0.22 AC.

PARCEL D 22,550 SF 0.52 AC. PEPPER LANE (PRIVATE DRIVE)
UTILITY, PRIVATE SANITARY SEWER, INGRESS/EGRESS AND DRAINAGE EASEMENT

PARCEL C 26,926 SF 0.62 AC. REDWOOD LANE (PRIVATE DRIVE)

N88°32'00"W 24.46'

LOT 8 24,130 SF 0.55 AC.
LOT 9 11,900 SF 0.27 AC.
LOT 10 11,900 SF 0.27 AC.
LOT 11 11,900 SF 0.27 AC.
LOT 12 11,900 SF 0.27 AC.
LOT 13 11,900 SF 0.27 AC.
LOT 14 11,900 SF 0.27 AC.
BLOCK 2
LOT 7 23,037 SF 0.53 AC.
LOT 6 11,911 SF 0.27 AC.
LOT 5 11,911 SF 0.27 AC.
LOT 4 11,911 SF 0.27 AC.
LOT 3 11,911 SF 0.27 AC.
LOT 2 11,911 SF 0.27 AC.
LOT 1 11,911 SF 0.27 AC.

303.07'
N88°14'00"E
20' DRAINAGE EASEMENT BOOK 2279 PAGE 300
20' DRAINAGE EASEMENT PUEBLO METRO-CENTER MALL FILING NO. 3
UTILITY, PRIVATE SANITARY SEWER, INGRESS/EGRESS AND DRAINAGE EASEMENT

TRACT A 146,620 SF 3.37 AC. DRAINAGE EASEMENT

N37°26'48"W 357.01'
S52°33'12"W 74.36'
N37°26'48"W 350.10'

LOT 1 726,452 SF 16.68 AC.
BLOCK 1
S89°29'00"E 204.71'
S52°33'12"W 240.02'

FND. NAIL & WASHER CLC LS# 24966
N89°29'06"W (BAD.)
S89°29'00"E 197.14'
237.16'
WATER EASEMENT BK 1325, PG. 23
DRAINAGE EASEMENT PUEBLO METRO-CENTER MALL FILING NO. 2
INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT, PUEBLO METRO-CENTER MALL FILING NO. 2

N00°31'00"E 1351.99' (584.11')
175.89'
32.88'

COLUMBIA DRIVE (PRIVATE DRIVE)
PARCEL "A" PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
40' INGRESS/EGRESS & PUBLIC UTILITY EASEMENT, PUEBLO METRO-CENTER MALL FILING NO. 2
COLUMBIA DRIVE (PRIVATE DRIVE)

LOT 1, BLOCK 2 PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
LOT 2, BLOCK 2 PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
LOT 3, BLOCK 2 PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
LOT 4, BLOCK 2 PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
PARCEL "C" PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
LOT 5, BLOCK 2 PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
LOT 6, BLOCK 2 PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
LOT 7, BLOCK 2 PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
PARCEL "B" PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
LOT 8, BLOCK 2 PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
LOT 9, BLOCK 2 PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
LOT 10, BLOCK 2 PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN

COLORADO STATE HIGHWAY NO. 78 (NORTHERN AVENUE)

N52°24'00"E 789.37' (788.89')
S52°41'00"W
50' WATER EASEMENT PUEBLO METRO-CENTER MALL FILING NO. 2
278.00' NO VEHICULAR ACCESS
402.40'
41.00'
30.00'
57.22'
350.10'
S58°54'38"E 419.43'
50' WATER EASEMENT
N58°54'38"W
38.38'
63.97'
30.0'
369.50' NO VEHICULAR ACCESS
FND. YELLOW PLASTIC CAP LS# 6128
343.04'
S37°26'00"E
LOT 3 PUEBLO METRO-CENTER MALL
INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT, PUEBLO METRO-CENTER MALL FILING NO. 2
40.0'
INGRESS/EGRESS AND UTILITY EASEMENT
DRAINAGE EASEMENT PUEBLO METRO-CENTER MALL FILING NO. 2
DRAINAGE AND DETENTION EASEMENT

NAIL & WASHER LS# 16401
S00°31'00"W 20.00'
FND. #5 REBAR
S89°29'00"E 45.00'
FND. CUT "X" IN CONCRETE
C1
C2
C3
C4
NAIL & WASHER LS# 16401
LOT 3, BLOCK 1 PUEBLO METRO-CENTER MALL FILING NO. 2, A SPECIAL AREA PLAN
NO VEHICULAR ACCESS
N89°29'00"W (BAD.) 230.00'
FND. CUT "X" IN CONCRETE
NAIL & WASHER LS# 16401
S00°31'00"W 203.27'
POWER EASEMENT BK. 1325, PG. 23
25' PUBLIC UTILITY, PEDESTRIAN AND DRAINAGE EASEMENT PUEBLO METRO-CENTER MALL FILING NO. 2

COLORADO STATE HIGHWAY NO. 45 (PUEBLO BOULEVARD)

GRAPHIC SCALE
60 0 30 60 120
( IN FEET )
1 inch = 60 ft.

REVISED: 01-25-01

CLC Associates Inc.
8480 E. Orchard Road
Suite 2000
Englewood, Colorado 80111
(303) 770-5600
FAX (303) 770-2349
Planning/Engineering/Land Surveying
Landscape Architecture/Architecture

| JOB NO. 99-027 | |
|---|---|
| DATE: 10-23-00 | |
| DRWN: WLR | |

13698626 02/14/2001 08:04A PLAT Chris C. Munoz
2 of 2 R 20.00 D 0.00 Pueblo Cty Clerk & Rec

PLAN HOLD CORPORATION • IRVINE, CALIFORNIA
REORDER BY NUMBER 07549
Feb. 14, 2001 Page 2 of 2
Rec. #1369626

October 27, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Spencer Hymas for the approval of the following application:

**V-25-05 Vacation:** Vacation of a 91,364 sq. ft. drainage and detention easement located at 4080 W Northern Ave.

The Planning and Zoning Commission meeting will be held on **November 12, 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. Written testimony can also be accepted up to 24 hours before the hearing date. To review the 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**.

Beritt Odom, Planning & Community Development Director
By Hannah Prinzi, Planner
(719) 553-2259

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Beritt Odom, Planning & Community Development Director
By Hannah Prinzi, Planner
(719) 553-2259

CASE NUMBER V-25-05

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: Drainage Easement Vacation 4080 W Northern Ave to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

10-27-25 Mailed by Carol
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Drainage Easement Vacation 4080 W Northern Ave , upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

10-27-25 Photo uploaded into case folder by planner 11-3-25
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

| Owner | OwnerStree | OwnerCity | Own | OwnerZip |
|---|---|---|---|---|
| AIM IVYWOOD LANE LLC | 3960 IVYWOOD LN | PUEBLO | CO | 81005-2567 |
| ATENCIO LARASA ANN | 4153 SURFWOOD LN UNIT 190 | PUEBLO | CO | 81005-3283 |
| B K M PROPERTIES LLC | 4130 REDWOOD LN UNIT 110 | PUEBLO | CO | 81005-3295 |
| B P R CONDO ASSOCIATION INC | 4130 REDWOOD LN UNIT 110 | PUEBLO | CO | 81005-3295 |
| BAILEY TONI L | 4153 SURFWOOD LN UNIT 185 | PUEBLO | CO | 81005-3283 |
| BASKI REVOCABLE LIVING TRUST + BRUMMER MICHAEL A , GABRIELE | 305 LA VISTA RD | PUEBLO | CO | 81005-2620 |
| BRAKES PLUS LLC | 100 HILLSIDE AVE | WHITE PLA | NY | 10603-2861 |
| BROADMOOR LLC | 35 PASADENA DR | PUEBLO | CO | 81005-2985 |
| C F T DEVELOPMENTS LLC | 1683 WALNUT GROVE AVE | ROSEMEAD | CA | 91770-3711 |
| FEDCO INVESTMENTS LLC | 2037 PEPPER LN | PUEBLO | CO | 81005-3276 |
| H Z PROPS RE LTD | 4415 HIGHWAY 6 | SUGAR LAN | TX | 77478-4476 |
| HALLE PROPERTIES LLC + C/O KAREL | 20225 N SCOTTSDALE RD | SCOTTSDAI | AZ | 85255-6456 |
| HEADWATERS PROPERTIES LLC | 1982 ASPEN CIR | PUEBLO | CO | 81006-1410 |
| J + M TRUJILLO PROPERTIES LLC | 5315 MANOR RIDGE DR | PUEBLO | CO | 81005-5525 |
| JELLY BEAN RANGE LLC | PO BOX 19011 | COLORADC | CO | 81019-0011 |
| JTC ADVENTURES LLC | 530 S 7TH ST | CHAMBERS | PA | 17201-2746 |
| M D I L PARTNERS LLC | 1485 S COLORADO BLVD STE 30 | DENVER | CO | 80222-3614 |
| MC DONALDS CORPORATION + C/O | 3901 OUTLOOK BLVD STE B | PUEBLO | CO | 81008-1696 |
| MINI MART INC + ATTN: PROPERTY TAX | 165 FLANDERS RD | WESTBORC | MA | 01581-1032 |
| MINNEQUA BANK OF PUEBLO + | PO BOX 54288 | LEXINGTON | KY | 40555-4288 |
| P C MART LTD | 820 MORRIS TPKE | SHORT HILI | NJ | 07078-2624 |
| REDWOOD PLAZA LLC | 11102 OSAGE ST | NORTHGLE | CO | 80234-6106 |
| REGENCY SQUARE LLC | 1888 SHERMAN ST STE 500 | DENVER | CO | 80203 |
| ROMERO PATRICIA MAE + ABEYTA | 4153 SURFWOOD LANE UNIT 19 | PUEBLO | CO | 81005 |
| SCHOOL DIST NO 60 | 315 W 11TH ST | PUEBLO | CO | 81003-2804 |
| SCIOTTO DENNIS R/SCIOTTO CAROL ANN + C/G VELASQUEZ FAMILY | 1804 GARNET AVE STE 406 | SAN DIEGO | CA | 92109-3352 |
| SIEVERT FRED C | 4111 W NORTHERN AVE | PUEBLO | CO | 81005-3501 |
| SIEVERT FRED C JR/SIEVERT MADELINE | 4107 W NORTHERN AVE | PUEBLO | CO | 81005-3501 |
| SONNTAG PROPERTIES LLC | 316 S LOMA LINDA DR | PUEBLO W | CO | 81007-4025 |
| SOUTHERN COLORADO CLINIC PC | 3676 PARKER BLVD STE 290 | PUEBLO | CO | 81008 |
| SPINUZZI JOSEPH G/CARTER WAYNE L | 2027 COLUMBIA DR | PUEBLO | CO | 81005-3279 |
| SUMMIT MEDICAL PROPERTIES LLC | PO BOX 9243 | PUEBLO | CO | 81008-9243 |
| SZEWCZYNSKI DENISE E | 3670 RICK STRATTON DR | LAS VEGAS | NV | 89120 |
| TAGG DEVELOPMENT LLC | 142 ALHAMBRA DR | PUEBLO | CO | 81005-3902 |
| TWINTREE LLC | 19180 MOUNT JASPER DR | CASTRO VA | CA | 94552-1944 |
| WAL MART REAL ESTATE BUSINESS | 1301 SE 10TH ST | BENTONVII | AR | 72716-0555 |
| WHITE KENT | PO BOX 7155 | PUEBLO W | CO | 81007-0155 |

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO FOR THE TERMINATION AND DISSOLUTION OF THE PUEBLO REGIONAL BUILDING DEPARTMENT

## SUMMARY:

Attached is an Ordinance approving a settlement agreement between the City of Pueblo and Pueblo County relating to the termination and dissolution of the Pueblo Regional Building Department.

## PREVIOUS COUNCIL ACTION:

On October 22, 2012, City Council approved Ordinance No. 8525 approving an Amended and Restated Agreement between the City of Pueblo, a municipal corporation and the Board of County Commissioners of the County of Pueblo creating the Pueblo Regional Building Department.

## BACKGROUND:

On October 22, 2012, City Council approved Ordinance No. 8525 approving an Amended and Restated Agreement between the City of Pueblo, a municipal corporation and the Board of County Commissioners of the County of Pueblo for the creation of the Pueblo Regional Building Department ("PRBD"), pursuant to C.R.S. §29-1-203. Pursuant to its terms, the Amended and Restated Agreement continued from year-to-year "unless terminated by one party giving the other party written notice of its intention to terminate at least six months before the end of the calendar year with such termination to be effective on December 31 of the year in which notice is given." On June 27, 2025, Pueblo County provided the City with written notice of its intention to terminate the Amended and Restated Agreement. Such termination shall be effective on December 31, 2025.

The attached Settlement Agreement provides for the distribution of assets, allocation of liabilities, and separation of records to allow for a smooth transition to independent and separate building departments. The Settlement Agreement resolves all remaining issues between the City and Pueblo County related to the Pueblo Regional Building Department.

Pueblo Regional Building Department will cease to exist as of midnight on December 31, 2025. Pueblo County will take over all new and pending plan reviews, permits, and inspections for Pueblo County beginning January 1, 2026. The Southern Colorado Building Department will process all new permits and pending plan reviews, permits, and inspections for the City of Pueblo and Town of Boone beginning January 1, 2026.

**FINANCIAL IMPLICATIONS:**

A settlement payment in the amount of $2,420,958.70 will be paid to Pueblo County from the current Pueblo Regional Building Department reserves. This amount reflects the County's share of assets. No money will be paid from the City's general fund.

**BOARD/COMMISSION RECOMMENDATION:**

None.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

City Council could reject the Settlement Agreement.

**RECOMMENDATION:**

Approval is recommended.

**ATTACHMENTS:**

1. Settlement Agreement (City-County)

ORDINANCE NO.

AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO FOR THE TERMINATION AND DISSOLUTION OF THE PUEBLO REGIONAL BUILDING DEPARTMENT

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

SECTION 1.

The Settlement Agreement by and between the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a political subdivision of the State of Colorado relating to the termination and dissolution of the Pueblo Regional Building Department, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Settlement Agreement in the name of the City and City Clerk is directed to affix the seal of the City thereto and attest the same.

SECTION 2.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Settlement Agreement which ae necessary or appropriate to implement the same.

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

## SETTLEMENT AGREEMENT

This Settlement Agreement ("Settlement") is entered into as of the effective date defined below, by and between the City of Pueblo, a Colorado municipal corporation ("City") and Pueblo County, a political subdivision of the State of Colorado ("County"). The City and the County may be referred to individually as a "Party" or collectively as the "Parties."

## RECITALS

**WHEREAS**, the City and the County entered into an Amended and Restated Agreement dated June 1, 2012 (the "Restated Agreement"), which established the Pueblo Regional Building Department ("PRBD") as a joint entity to administer building codes, inspections, permitting, and licensing for both jurisdictions; and

**WHEREAS**, the County has provided City formal written notice of its intent to terminate the Restated Agreement, with such termination to be effective on December 31, 2025, in accordance with the terms of the Restated Agreement; and

**WHEREAS**, this Settlement is intended to formalize the termination and settlement of all matters arising from or related to the Restated Agreement; and

**WHEREAS**, the County intends to create and operate its own internal building division within the County Planning Department following the termination of the Restated Agreement; and

**WHEREAS**, the City intends to form a new intergovernmental agreement with an unrelated third party to form the Southern Colorado Building Department effective as of January 1, 2026; and

**WHEREAS**, the Parties desire to resolve all outstanding obligations, claims, and matters relating to the dissolution of PRBD and termination of the Restated Agreement, including but not limited to the disposition of assets, allocation of liabilities, financial settlement, records management, dissolution of PRBD, and transition of PRBD's operations through December 31, 2025; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

## SECTION 1. DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings set forth below. Defined terms may be used in the singular or plural as the context requires.

1.1 "Assets" means all tangible and intangible property, real and personal, owned, leased, licensed, or otherwise held by the Pueblo Regional Building Department ("PRBD") as of December 31, 2025, including but not limited to office equipment, vehicles, tools, furniture, fixtures, licenses,

permits, proprietary systems, intellectual property, software, data, records, and the real property and all improvements appurtenant thereto located at 830 N. Main Street, Pueblo, Colorado, as well as any other property or rights used in connection with PRBD's operations.

1.2 "Settlement Amount" means the one-time, lump sum payment of $2,420,958.70 to be paid by the City to the County on or before January 15, 2026, as full and final settlement of all financial obligations, claims, and rights to asset division arising under or in connection with the Restated Agreement and the dissolution of the joint PRBD arrangement.

1.3 "Records" means all books, files, documents, permits, inspection reports, plans, correspondence, electronic data, and any other materials or information maintained or generated by PRBD through December 31, 2025 in the course of its operations, including but not limited to those relating to activities within the City and unincorporated Pueblo, whether in hardcopy or electronic form.

1.4 "Claims" means any and all actions, causes of action, suits, debts, losses, options, defenses, dues, sums of money, accounts, reckonings, bonds, bills, fines, penalties, fees, specialties, covenants, contracts, controversies, agreements, promises, claims for indemnification or contribution, variances, trespasses, damages, judgments, extents, executions, liabilities, obligations, demands, and rights, whether known or unknown, actual or potential, certain or speculative, asserted or unasserted, suspected or unsuspected, fixed or contingent, in law or in equity, which the parties ever had, now have or hereafter can, shall or may have for, upon, or by reason of any matter, cause or thing whatsoever arising out of or relating to the establishment, operation, administration, or dissolution of PRBD and termination of the Restated Agreement, including but not limited to the disposition of assets, allocation of liabilities, financial settlement, Records management, dissolution of PRBD, and transition of ongoing operations arising out of or related to PRBD's operations through December 31, 2025, and further including but not limited to those set forth in Section 17 of the Restated Agreement regarding the division of movable equipment and other assets upon termination.

1.5 "Code Enforcement Action" means enforcement action taken against any license, contractor, person, firm or corporation for violation of the Pueblo Municipal Code or the Pueblo County Code.

## SECTION 2. ECONOMIC TERMS AND ACKNOWLEDGMENTS

2.1 Recitals

The foregoing recitals are true and correct and are incorporated herein by reference and made part of this Agreement.

2.2 Effective Date

This Agreement shall become effective on the last date signed below. All references in this Agreement to December 31, 2025, shall mean 11:59 p.m. MT on December 31, 2025.

2.3 Settlement Amount and Payment Deadline

In consideration for this Settlement, the City shall pay to the County the Settlement Amount. The Settlement Amount shall be paid in full on or before January 15, 2026, in immediately available funds in accordance with written payment instructions provided to the City by the County.

2.4 Full and Final Satisfaction; Waiver of Asset Division

The Parties acknowledge and agree that this Agreement constitutes a full, final, and complete settlement of any and all Claims (as defined in Section 1.4 above) by and between the County and the City relating to the dissolution of PRBD. The County hereby irrevocably waives, relinquishes, and releases any and all rights, title, or interest it may have, or claim to have in or to any Assets of PRBD, whether tangible or intangible, including but not limited to any right to receive, possess, use, or benefit from such Assets, or any proceeds from the sale, transfer, or disposition thereof, as may otherwise be provided under Section 17 or any other provision of the Restated Agreement.

2.5 Basis of Settlement Amount

The Parties acknowledge and agree that the Settlement Amount is a negotiated compromise intended to fully and finally resolve all matters relating to the allocation of PRBD assets and financial obligations between the Parties. The Parties further acknowledge that the Settlement Amount is in lieu of any calculation or distribution that might otherwise be required under the asset division provisions of the Restated Agreement, and that each Party has had the opportunity to review and evaluate the basis for the Settlement Amount to its satisfaction.

2.6 City's Retention of Assets

Upon execution of this Settlement and payment of the Settlement Amount, the City shall retain all right, title, and interest in and to all Assets of PRBD, free and clear of any claim or interest by the County, and the County shall have no further right to, or claim upon, any such Assets.

**SECTION 3. RECORDS AND DATA ACCESS**

3.1 Access to Records

As the custodian of all Records, PRBD has provided the County with copies of all Records relating to permit and inspection activities, or other PRBD operations, within unincorporated Pueblo County (whether completed or pending prior to the date of this Settlement). Up and until December 31, 2025, the City will continue to cooperate with the County and PRBD for the delivery of Records to County related to permit and inspection activities, or other PRBD operations, within the County's jurisdiction (whether completed or pending prior to December 31, 2025) All Records related to permit and inspection activities, or other PRBD operations, within the County's jurisdiction, are the sole property of the County. After December 31, 2025, the City shall have no further obligation to the County and shall only be responsible for retaining and preserving Records related to City permits and inspection activities or other PRBD operations within the City of Pueblo in accordance with applicable law and the City's records retention policies. To the extent the City

becomes aware that the Southern Colorado Building Department has possession of Records related to permit and inspection activities within the County's jurisdiction, copies of which have not been previously provided to the County, the City will make efforts to bring this information to the County's attention and to assist with delivery of the information to the County.

3.2 Access to Software

PRBD has developed software to process, track, and store its business records and processes including but not limited to contractor licenses, permits, and inspection reports (the "Software"). PRBD has provided County with access to, and copies of, the Software for County's own use. City and County acknowledge and agree:

3.2.1 The Southern Colorado Building Department may continue to use, maintain, or further develop the Software at its own expense without any obligation to the County or payment of any license fee to either Party.

3.2.2 Each may use, maintain, or further develop the software as they see fit for their own use and at their own expense without any obligation to the other.

3.2.3 There shall be no license, fee, charge, or other requirement concerning the use of the Software and associated coding and data by County or City.

**SECTION 4. MUTUAL RELEASE; ASSUMPTION OF LIABILITY**

4.1 Mutual Release of Claims

Subject to Section 4.2 and Section 4.3, upon the City's payment of the Settlement Amount as provided in this Agreement, each Party, for itself and its respective officers, officials, employees, agents, successors, and assigns, hereby fully, finally, and forever releases, acquits, and discharges the other Party, and its respective officers, officials, employees, agents, successors, and assigns, from and against any and all Claims (as defined in Section 1.4 above).

4.2 Preservation of Express Obligations

Notwithstanding Section 2.4, Section 4.1 and any other provision in this Agreement, each of the Parties reserves, and does not waive, all of its rights and privileges under this Agreement and all remedies available to such Party by contract, by statute, at law or in equity, with respect to any breach or default by the other Party of such other Party's obligations under this Agreement or applicable law. Nothing in this Agreement shall be construed to release or discharge either Party from its obligations expressly set forth in this Agreement.

4.3 Assumption of Liabilities

The City and County acknowledge and agree that PRBD is a separate and independent body politic with the ability to sue and be sued. It is the understanding of the Parties that any potential third party liability for the action or inaction of PRBD on or before December 31, 2025, will be assumed

by the new entity, Southern Colorado Building Department. The County is hereby released from liability for such claims, and to the extent any third party claims against PRBD are not covered by an applicable insurance policy, or exceed the insurance policy limits, the City shall, to the extent permitted by law, indemnify and hold the County harmless, except that it shall not have any responsibility or obligation to indemnify the County for claims arising from the negligent, bad faith, or intentional acts of the County.

4.4 Insurance

The City and County agree to cooperate with one another in good faith to determine, on or before December 22, 2025, and each in its own discretion, whether appropriate insurance coverage is reasonably available to the Parties, each as a named insured along with PRBD, on standard commercial terms to cover risks arising out of PRBD's operations for a reasonable period of time following PRBD's dissolution. To the extent the City and County each determine that such insurance coverage is reasonably available, the Parties may obtain such insurance coverage together, and split the cost of the premiums between them, with 60% to be paid by the City and 40% to be paid by the County, or obtain such insurance coverage individually at their own and separate expense.

**SECTION 5. OPERATIONAL MATTERS**

5.1 Ongoing Permits, Inspections, and Projects

5.1.1 Commencing January 1, 2026, the City shall assume responsibility for the administration, completion, and closeout of all permits, inspections, and projects issued or commenced by PRBD prior to December 31, 2025, within the City's jurisdiction.

5.1.2 Commencing January 1, 2026, the County shall assume responsibility for the administration, completion, and closeout of all permits, inspections, and projects issued or commenced by PRBD prior to December 31, 2025, within the County's jurisdiction.

5.1.3 Through December 31, 2025, the City and the County shall work together with their respective representatives on the Regional Building Department Commission ("Commission") to ensure that PRBD continues to be administered and operate in the ordinary course of business and in a manner consistent with past practice.

5.2 Regional Building Department Commission, Staff and Personnel

5.2.1 Effective December 31, 2025, the Commission shall be vacated and dissolved.

5.2.2 The City shall be responsible for the recruitment, hiring and management of any personnel required for the Southern Colorado Building Department and its internal building division, if any.

5.2.2 The County shall be responsible for the recruitment, hiring, and management of any personnel required for its new internal building division.

5.3 Contracts and Third-Party Agreements

5.3.1 The City shall be responsible for entering into any new contracts or agreements necessary for the operation of the Southern Colorado Building Department commencing January 1, 2026, and may assume, novate, retain, terminate, and/or manage all contracts, leases, and agreements entered into by PRBD with third parties for the operation of the Southern Colorado Building Department as it deems necessary.

5.3.2 The County shall be responsible for entering into any new contracts or agreements necessary for the operation of its internal building division commencing January 1, 2026.

5.4 Unresolved Code Enforcement Actions

5.4.1 The City shall assume responsibility for the resolution of any Code Enforcement Actions, violations, or proceedings pending as of December 31, 2025, within the City's jurisdiction.

5.4.2 The County shall assume responsibility for the resolution of any Code Enforcement Actions, violations, or proceedings pending as of December 31, 2025, within the County's jurisdiction.

5.5 Notifications to Stakeholders

The Parties shall cooperate to provide timely and appropriate notice to permit holders, contractors, staff, and other affected stakeholders regarding the transition of PRBD operations, including changes in administration, contact information, and procedures for ongoing matters.

5.6 Further Assurances

Each Party agrees to cooperate with the other Party in good faith to effectuate the orderly transition of PRBD operations as contemplated by this Agreement, and to execute and deliver such further documents, and to take such further actions, as may be reasonably necessary or desirable to carry out the intent and purposes of this Agreement, including but not limited to any legal, judicial, regulatory, or administrative proceedings involving the administration or operation of PRBD.

**SECTION 6. APPROVAL AND AUTHORITY**

6.1 Legislative and Governing Body Approvals

This Agreement is expressly conditioned upon, and shall not become effective until, the approval and authorization of this Agreement by (a) ordinance duly adopted by the City Council of the City of Pueblo, and (b) resolution duly adopted by the Board of County Commissioners of the County of Pueblo, as required by Section 20 of the Restated Agreement and applicable law. The County reserves its rights at law and in equity if all requisite approvals are not obtained by the Parties on or before December 22, 2025. Each Party shall take all actions reasonably necessary to present

this Agreement for approval to its respective governing body and to secure the adoption of the requisite ordinance or resolution as promptly as practicable.

6.2 Termination of Restated Agreement

Upon the effectiveness of this Agreement as provided herein, and subject to the satisfaction of all approval requirements, the Restated Agreement shall be deemed terminated as of December 31, 2025, and this Agreement shall supersede any and all prior agreements, understandings, or arrangements between the Parties relating to the subject matter hereof, except as otherwise expressly provided herein.

6.3 No Waiver of Legislative Discretion

Nothing in this Agreement shall be construed to limit or waive the legislative discretion of the City Council of the City of Pueblo or the Board of County Commissioners of the County of Pueblo to approve, disapprove, or modify this Agreement in accordance with applicable law.

**SECTION 7. DISPUTE RESOLUTION**

7.1 Good Faith Negotiation

In the event of any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach, termination, or validity thereof, the Parties shall first attempt in good faith to resolve such dispute through direct negotiations between authorized representatives of each Party.

7.2 Mediation

If the dispute is not resolved through negotiation within thirty (30) days after written notice of the dispute is provided by one Party to the other, either Party may submit the dispute to non-binding mediation. The mediation shall be conducted in Pueblo County, Colorado, before a mutually agreed mediator, or, if the Parties cannot agree, a mediator appointed by the American Arbitration Association. The costs of mediation shall be shared equally by the Parties, unless otherwise agreed.

7.3 Litigation

If the dispute is not resolved by mediation within sixty (60) days after the appointment of the mediator, either Party may may pursue any remedies available at law or in equity in a court of competent jurisdiction in Pueblo, Colorado. In the event of any litigation arising out of this Settlement, the court shall award to the prevailing Party its costs, expenses, and reasonable attorney fees. To the extent allowed by law, each Party waives its right to a jury trial.

7.4 Injunctive or Equitable Relief

Nothing in this Section shall preclude either Party from seeking interim or provisional injunctive or equitable relief from a court of competent jurisdiction in Pueblo County, Colorado, as may be

necessary to protect the rights or property of that Party pending resolution of the dispute in accordance with this Section 7.

**SECTION 8. NOTICES**

8.1 Method of Delivery

All notices, requests, demands, consents, approvals, or other communications required or permitted under this Agreement ("Notices") shall be in writing and shall be deemed duly given and received (a) upon personal delivery to the recipient by a courier that provides written evidence of delivery, or (b) on the date delivered by a nationally recognized overnight courier service, addressed as follows:

If to the City:

Mayor
1 City Hall Place
Pueblo, CO 81003

With a copy to:

City Attorney
1 City Hall Place
Pueblo, CO 81003

If to the County:

County Manager
Pueblo County Historic Courthouse
215 W. 10th Street
Pueblo, CO 81003

With a copy to:

County Attorney
Pueblo County Historic Courthouse
215 W. 10th Street
Pueblo, CO 81003

8.2 Change of Address

Either Party may change its address or contact information for Notices by providing written notice to the other Party in accordance with this Section. Any such change shall be effective only upon receipt by the other Party.

8.3 Additional Recipients

Each Party may designate additional recipients for courtesy copies of Notices by written notice to the other Party. Failure to provide a courtesy copy shall not affect the validity of any Notice otherwise given in accordance with this Section.

## SECTION 9. MISCELLANEOUS

9.1 Governing Law

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Colorado, without regard to its conflict of law principles.

9.2 Counterparts and Electronic Signatures

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures delivered by facsimile, portable document format (PDF), or other electronic means shall be deemed to have the same legal effect as original signatures and shall be valid and binding upon the Parties to the same extent as if delivered in original form.

9.3 Entire Agreement

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, negotiations, representations, and understandings, whether written or oral, relating to such subject matter, except as expressly provided herein.

9.4 Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless set forth in a written instrument executed by duly authorized representatives of both Parties and, if required, approved by the requisite legislative or governing bodies of each Party.

9.5 Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable in any respect under applicable law, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The Parties shall negotiate in good faith to replace any invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the original intent of the Parties.

9.6 Waiver

No waiver of any provision of this Agreement shall be effective unless in writing and signed by the Party against whom enforcement is sought. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default, whether of the same or a different nature.

9.7 Headings

The section and subsection headings contained in this Agreement are for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

9.8 Construction

This Agreement has been negotiated and prepared by the Parties with the assistance of counsel and shall not be construed more strictly against one Party than the other, regardless of which Party was responsible for its preparation or drafting.

9.9 No Third-Party Beneficiaries

Nothing in this Agreement, express or implied, is intended to confer upon any person or entity other than the Parties hereto and their respective successors and permitted assigns any rights or remedies of any nature whatsoever under or by reason of this Agreement. For the avoidance of doubt, neither PRBD nor its officers, officials, employees, agents, successors, and assigns are third-party beneficiaries under this Agreement.

9.10 Further Assurances

Each Party agrees to execute and deliver such further documents, instruments, and assurances, and to take such further actions, as may be reasonably necessary or desirable to carry out the intent and purposes of this Agreement.

***[This Space Intentionally Left Blank; Signatures Follow]***

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the dates indicated below.

**CITY OF PUEBLO**

By: _____
Heather Graham, Mayor

Dated: _____

ATTEST:

_____
City Clerk

Approved as to form.

_____
City Attorney

**PUEBLO COUNTY**

By: _____
Zach Swearingen, Chair, Board of County Commissioners

Dated: _____

ATTEST:

_____
County Clerk

Approved as to form.

_____
County Attorney

**Background Paper for Proposed Resolution**

**COUNCIL MEETING DATE:** December 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $3,396,234.31 TO BOLTON & MENK, INC. A COLORADO CORPORATION, FOR PROJECT NO. 25-002 PLANNING CONSULTANT FOR 24TH STREET BRIDGE AND DOWNTOWN CORRIDOR AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

## SUMMARY:

This Resolution awards an Agreement for Professional Engineering Services to Bolton & Menk, Inc., to render design services for Planning Consultant for 24th Street Bridge and Downtown Corridor. Bolton & Menk, Inc., was determined to be the most responsible bidder and will be awarded a contract in the amount of $3,396,234.31.

## PREVIOUS COUNCIL ACTION:

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

## BACKGROUND:

The City was awarded a RAISE Grant which funds several project components that will improve transportation connectivity between the west side of the City and downtown. In the first component, Sun Mountain Boulevard (formerly Spaulding Ave) will be extended from 24th Street to 31st Street. The second component will rehabilitate seventy (70) west side bus stops to comply with ADA standards. The third component consists of planning and design for a 24th Street bridge and traffic corridor to connect the west side area to downtown. A total of four contracts will be awarded for planning, design, and construction work associated with the proposed improvements.

This project includes planning for the 24th Street bridge and the downtown corridor in Pueblo. The project work entails public engagement, a feasibility study, design, right-of-way needs assessment, and other pre-construction activities.

## FINANCIAL IMPLICATIONS:

Funding in the amount of $3,396,234.31 will be paid from Project Account DT2401 – West Side Connector (Raise).

## BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Resolution.

## STAKEHOLDER PROCESS:

Not Applicable to this Resolution.

## ALTERNATIVES:

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

## RECOMMENDATION:

Approval of the Resolution.

## ATTACHMENTS:

1. 25-002 Bolton Menk Agmt 24th St Bridge and Downtown

RESOLUTION NO.

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $3,396,234.31 TO BOLTON & MENK, INC. A COLORADO CORPORATION, FOR PROJECT NO. 25-002 PLANNING CONSULTANT FOR 24TH STREET BRIDGE AND DOWNTOWN CORRIDOR AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the Proposal of Bolton & Menk, Inc., for Project No. 25-002 Planning Consultant for 24th Street Bridge and Downtown Corridor, has been received and examined; AND,

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 25-002 Planning Consultant for 24th Street Bridge and Downtown Corridor to be performed, and the contract for said services is hereby awarded to Bolton & Menk, Inc., in the amount of $3,396,234.31.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 8, 2025

BY: None
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

# PROFESSIONAL SERVICES AGREEMENT
# BY AND BETWEEN CITY OF PUEBLO AND
# BOLTON & MENK, INC.

25-002

PLANNING CONSULTANT FOR 24TH STREET BRIDGE AND DOWNTOWN CORRIDOR

# PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND BOLTON & MENK, INC.

## 1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Bolton & Menk, Inc., a Minnesota Corporation registered to do business in Colorado (hereinafter referred to as "Consultant"), a professional engineering firm for Consultant to render certain professional planning, design, engineering, and related services for City in connection with Bid 25-002 Planning Consultant for 24th Street Bridge and Downtown Corridor, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

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

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

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

## 2. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and

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

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

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

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

E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 4 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached

hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

## 3. CITY'S RESPONSIBILITIES

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

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

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

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

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

## 4. TIME FOR PERFORMANCE

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

## 5. PAYMENT

A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $3,396,234.31 (for the Study and Report Phase, NEPA Analysis, Preliminary Design Phase, and Final Design Phase) in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

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

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

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

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

## 6. TERMINATION

A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all calculations, data, documents, drawings, plans, reports, specifications, summaries, work product and materials, and all other information as Consultant

may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.

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

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

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

# 7. GENERAL PROVISIONS

## 7.1. Ownership of Documents

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

## 7.2. Advertising

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

## 7.3. Equal Employment Opportunity

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

## 7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Department of Public Works, Attn: Andrew Hayes, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Bolton & Menk, Inc., Attn: Ross Tillman, Principal, 5670 Greenwood Plaza Blvd., Suite W505, Greenwood Village, CO, 80111. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

## 7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 25-002 Planning Consultant for 24th Street Bridge and Downtown Corridor are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

## 7.6. Subcontracts

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

each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.

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

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

## 7.7. Successors and Assigns

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

## 7.8. Amendments

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

## 7.9. Choice of Law, Jurisdiction, and Venue

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

## 7.10. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such

provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

### 7.11. Appropriations

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

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

## 8. DISPUTES

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

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

A. Consultant understands that City may be funding the Project in whole or part with funds provided by a RAISE Grant from the US Department of Transportation and Federal Highway Administration. Consultant agrees it is subject to and shall comply with all applicable provisions of said the RAISE Grant and Federal Highway Administration (FHWA) Requirements for which the contract award has been made and applicable regulations.

B. Consultant shall comply with the attached Federal Highway Administration (FHWA) Requirements and any/all other Federal, State, and local laws applicable to its activities.

C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or the US Department of Transportation and Federal Highway Administration, any any other agencies involved with the RAISE Grant at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

# 10. INSURANCE

## 10.1. Conditions

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

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

## 10.2. Minimum Requirements

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

1. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being

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

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

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

### 10.3. Governmental Immunity

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

## 11. ACCESSIBILITY

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

## 12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

## 13. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other

compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall complete the Colorado PERA Questionnaire and the completed form shall be included as an Additional Information of the signed Agreement.

## 14. SCHEDULES

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

- Schedule 1 - "Scope of Services" consisting of 31 pages.
- Schedule 2 - "Fee Schedule" consisting of 4 pages.
- Schedule 3 - "Work Schedule" consisting of 3 pages.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 10 pages.
- Schedule 5 - "Federal Highway Administration (FHWA) Requirements" consisting of 98 pages.

## 15. SIGNATURE

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

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

*(Continue to next page)*

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

*[SEAL]*

BOLTON & MENK, INC.

By_____
Aaron Warford,
Vice President Transportation Services

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

_____
Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

_____
Robert Jagger, Deputy City Attorney

Attachments: Schedules 1 – 5 and Additional Information for Agreement

# Schedule 1

Scope of Services

Excerpt from Request for Proposal dated June 10, 2025, Section 3 and Consultant's Response to Request for Proposal dated August 7, 2025, Project Approach pages 26 – 43 and 45

# 3. CONSULTANT SCOPE OF SERVICE & PROJECT REQUIREMENTS

## 3.1. Objective

A. The planning and design of the 24th Street bridge and downtown corridor will provide direct access to the community from downtown and other areas of the city. This will also improve response times for emergency services to this neighborhood. Adequate space and facilities such as bike lanes, wide sidewalks, ADA Curb ramps, and street lighting will be implemented into the design to safely accommodate all multimodal transportation. The corridor improvements will extend from Pueblo Boulevard on the west sided to City Center Drive downtown.

B. The scope of services may include study and report phase, preliminary design (schematic) phase, and final design phase as outlined in the scope of services below.

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

## 3.2. Minimum Qualifications

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

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

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

## 3.3. Consultant Responsibilities

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

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

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

C. Professional engineering services (whether furnished directly or through a professional subconsultant or subcontractor) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Project shall be the same

as at least one record set which shall be furnished to City and which shall be signed by and bear the seal of such registered engineer.

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

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

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

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

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

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

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

K. Consultant shall submit all documentation necessary for City review, approval, or acceptance of, or payment for, any of the services. City's acceptance of the documentation shall not be

construed to operate as a waiver of any rights under the Agreement or of any cause of action arising out of the performance of the Agreement.

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

## 3.4. Specific Scope of Service

All drawings, designs, plans, specifications, etc. shall follow CDOT/FHWA format. Designs shall comply with the most current versions of the *Public Right-of-Way Accessibility Guidelines* (PROWAG), CDOT Specifications, Manual on Uniform Traffic Control Devices (MUTCD), 2025 City of Pueblo *Standard Construction Specifications and Standard Details,* 2023 City of Pueblo *Drainage Criteria Manual, and all city of Pueblo standards and codes*.

A. **Study and Report Phase**

1. Hold a kick-off meeting with appropriate City staff to discuss project approach and design criteria.
2. The deliverable for this phase is a feasibility study. The final document shall include the following:
    a. Total Project Schedule. Prepare estimated project schedules broken down by project phase (Design, Environmental, ROW, Construction).
    b. Stormwater. MS4 Permit requirements will apply to this project. Determine the requirements of the City of Pueblo Municipal Separate Storm Sewer System (MS4), Colorado Discharge Permit System (CDPS).
    c. Utility coordination and design requirements.
    d. Develop 3 conceptual corridor design alternatives.
    e. Right-of-Way Acquisition. Identify areas that will require Right-of-Way acquisition.
    f. Total Project Cost Estimates. Prepare total Project cost estimates broken down by project phase (design, right-of-way acquisition, environmental documentation and potential mitigation cost, construction management, construction, etc.).
    g. Total project cost breakdown.
    h. Green House Gas Emission
3. Evaluation and Project Objectives - Collect traffic data and identify existing constraints, including:
    a. Collection of circulation, side street and potential business access requirements
    b. Constraints including ROW, SUE, and major utilities

c. Pedestrian and bicycle facility needs

d. Large truck and freight movement requirements

e. Understand/establish expected operation objectives

B. **NEPA Analysis**

1. **General - For All NEPA Tasks Listed Below**

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

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

i. Project Management

ii. Purpose and Need Statement

iii. Data Collection

iv. Environmental Assessment/Environmental Impacts

v. Public Involvement and Interagency Coordination

vi. Simple Categorical Exclusion (CatEx) documentation

vii. Section 4(f) Evaluation and Section 106 Evaluation

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

2. **Task 1 – Project Management (For All Tasks)**

a. **Monthly Progress Reports**: The Consultant will prepare and submit monthly progress reports which will include the task accomplishments, minutes from meetings held, hard copies of all materials developed that month, status of deliverables, expected activities for the next period, issues for resolution and the responsible party, and problems and their disposition from the previous period.

b. **Meetings**: The consultant shall meet with staff biweekly and provide project progress reports throughout the life of the project.

3. **Task 2 - Develop Purpose and Need**

a. The consultant will develop a draft Purpose and Need Statement in close coordination with the staff and other key stakeholders.

b. **Task deliverables**: Final purpose and need statement

4. **Task 3 - Data Collection**

a. The Consultant shall perform the following:
    i. Collect all data necessary for the environmental study, using existing databases and studies, additional field surveys, sampling and exploration.
    ii. Confer with the City of Pueblo and FHWA, to determine needs.
    iii. Prepare a detailed inventory of all the environmental elements in the study area.
    iv. Perform a detailed environmental data collection.
b. All data collection will be carried out according to NEPA, Federal, and Colorado regulations and requirements.
c. The environmental data collection, at a minimum, shall include:
    i. Air Quality
    ii. Archaeology
    iii. Bicycle and Pedestrian Facilities
    iv. Environmental Justice/Equity
    v. Farmlands
    vi. Floodplains
    vii. Freight
    viii. Greenhouse Gases
    ix. Hazardous/Solid Wastes
    x. Historic Resources
    xi. Land Use
    xii. Native American Consultation
    xiii. Noise
    xiv. Noxious Weeds
    xv. Paleontology
    xvi. Public Involvement
    xvii. Recreation
    xviii. Right of Way
    xix. Section 4(f)
    xx. Section 6(f)

xxi. Socioeconomics

xxii. Stormwater/Water Quality

xxiii. Threatened and Endangered Species

xxiv. Transportation

xxv. Utilities

xxvi. Vegetation

xxvii. Visual/Aesthetics

xxviii. Wetlands and other Waters of the US

xxix. Wildlife/Fisheries

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

5. **Task 4 - Environmental Assessment / Environmental Impacts**

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

6. **Task 5 - Public Involvement and Interagency Coordination**

   a. The Consultant will develop a Public Involvement Plan (PIP) according to CDOT requirements.

      i. The PIP shall include community meetings, public meetings, meeting announcement modes, and a public outreach plan. Agency coordination will include coordination with CDOT and SHPO, and other related federal and Colorado agencies.

   b. A total of 4-6 agency meetings will be held.

   c. The Consultant will hold and arrange at least one public meetings during the project.

   d. **Task Deliverables**: Public Involvement Plan, Project Meeting presentations and handouts, Maps, Graphic Display boards, other related material, meeting venue and logistics.

7. **Task 6 - Environmental Review Document**

   a. The document shall be produced consistent with CDOT/FHWA regulations and requirements.

   b. The CatEx document will include:

      i. Executive Summary

ii. Table of Contents

iii. Purpose and Need

iv. Alternatives

v. Affected Environment

vi. Environmental consequences

vii. Section 4(f)

viii. Public & Agency Coordination

ix. References

x. List of Preparers

xi. Sec 106 Report

xii. Other Appendices

c. The Final document will include all formal comments (public/agency) and must show how these comments were addressed or responded.

d. **Task Deliverables**: Draft environmental review document for internal assessment: an electronic copy (forwarded to all Subcommittee members via email in both Adobe PDF and Microsoft Word formats); Final Environmental Review document: electronic copy. One electronic copy will be an Adobe PDF file, and the other will be an MS Word file.

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

a. The Consultant will conduct 4(f) and Section 106 studies, included in the analysis of alternatives, and document any impacts and mitigation required.

b. Consultant will provide coordination with CDOT, FHWA, State Historic Preservation Officer, and other State and federal agencies as appropriate.

c. **Task deliverables**: Section 4(f) & Section 106 Evaluation document: electronic copy. One electronic copy will be in Adobe PDF format, and the other will be an MS Word file.

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

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

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

3. Provide geotechnical investigation and reporting for the project area to support the design.

4. Survey shall generally include topographic surveys, plat and title research, mapping and CAD services, and survey control. Survey control may be required to be transformed to additional coordinate systems for the use and information of additional agencies such as CDOT or City of Pueblo. Survey services shall follow the guidance of the CDOT Survey Manual.
5. Structure:
    a. Coordinate with City staff to review the site data to determine the requirements that will control the structure size, layout, type.
    b. Determine the structure layout alternatives: the structure length, width, and span configurations to satisfy all horizontal and vertical clearance criteria.
    c. Determine the structure type alternatives.
    d. Determine the foundation alternatives.
    e. A Structure Selection Report following CDOT standards is required.
6. Prepare preliminary design plans (considered as 30% complete relative to final design).
7. Prepare preliminary drainage report.
8. Prepare and submit to City preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.
9. Prepare and submit to City a requirements checklist of any subsurface investigation, right-of-way acquisition, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.
10. Provide a design standards document that includes the above required checklists, significant design assumptions and design risks, and advantages/disadvantages inherent in or presented by design alternatives and make recommendations to City based thereon.
11. Prepare and submit to City 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.
12. Provide coordination with all applicable agencies as required (City Departments, adjacent property owners, utility companies, FHWA, etc.).
13. Allow a minimum two (2) full weeks for City and FHWA staff review.
14. Consultant shall furnish one (1) electronic copy of each above referenced submittal document to City for City's use.

15. Coordinate a Field Inspection Review (FIR) meeting with the City and FHWA staff to review the design plan comments.
16. Incorporate review and FIR comments into documents after the FIR Meeting.
17. Prepare for and host one (1) public information meeting. The City will coordinate the location and advertising. The consultant shall provide materials, slideshow and exhibits for presentation.
18. Additional public information efforts (i.e., postcards, flyers, website content, email distributions to stakeholders, media drafts, etc.) will be necessary to keep all interested parties updated on the progress of the project and to obtain input from property owners located within a 500-foot radius of the intersection.
19. The deliverables for this phase are a benefit-cost analysis and preliminary design.
    a. The benefit-cost analysis assists in the selection of the most appropriate routes for the planned corridor and a cost-effective design solution for the proposed 24th Street bridge and other required roadway improvements.

D. **Final Design Phase**

1. Perform final engineering and site design. Consultant shall include plans and profile, sections, storm water plans, and related work (including all incidentals).
2. Final drainage report.
3. Provide all necessary documents to obtain clearances that are required by FHWA.
4. Make reasonable revisions to the Drawings and Specifications requested by City, informing the City of any change in probable construction costs as a result of such revisions.
5. Provide technical criteria, written descriptions, and design data for City's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.
6. Based upon Consultant’s customary and usual professional judgment, prepare and submit to City a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages, and finance costs, if any.
7. Consultant shall furnish an electronic copy of each above referenced submittal document to City for City's use and shall review same in person with City.
8. Allow a minimum two (2) full weeks for City and FHWA staff review.
9. Coordinate a 90% Final Office Review (FOR) meeting and a ROWPR meeting with the City and FHWA staff to review the design plan comments.

10. Incorporate review and FOR comments into documents after the FOR Meeting.

11. The deliverables for this phase are the final design, public meeting and right-of-way needs assessment.

    a. The right-of-way needs assessment shall identify all necessary ROW acquisition required to fully implement the project. This shall include identification of any property acquisition, permanent easement acquisition, and temporary construction easement acquisition.

        i. For the purposes of bidding, estimate 50 parcels in the Not To Exceed Amount; however, City will pay Consultant by actual number completed. Refer to Pricing Table for ROW Unit Cost which will be utilized for invoice/payment review.

    b. Assessment shall also include an opinion of probable cost for all acquisitions.

E. **Project Implementation**

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

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

## 3.5. Bid Alternates: Subsurface Utility Engineering

A. A separate line item will be requested to provide potholing unit costs to expand the SUE to a level A.

B. This amount shall be the cost to provide a level A SUE in addition to the cost already provided for the level B SUE.



# PROJECT APPROACH

## PROJECT UNDERSTANDING

The 24th Street Bridge and Downtown Corridor project has a wide range of elements that contribute to our multilayered depth of understanding, which will provide the foundation for our planned delivery approach.

### BACKGROUND

In October 2022, the city received a RAISE Grant Award of $16,834,725 from the FHWA. This award funds three major projects. First, Spaulding (soon to be renamed Sun Mountain Boulevard) will be extended from 24th Street to 31st Street, with two roundabouts constructed at the future intersections at 27th Street and 31st Street. Second, 70 West Side bus stops will be rehabilitated to meet ADA standards. The services for these two components were procured in early 2025 and are currently in development. The third component, which is specified in this RFP, consists of the planning and design for a new 24th Street bridge over the BNSF rail lines and a study of the roadway corridor from Pueblo Boulevard on the west to City Center Drive in downtown Pueblo. The RAISE FY 2022 funding does not cover construction of the new bridge or the downtown corridor improvements.

The RAISE award includes various commitments for how the funding will be used, along with designated delivery timeframes for the various phases delineated in the award. **This project is in the base phase with a completion date of June 30, 2027 that must be met.**

### CONTEXT SETTING

The Burlington Northern-Santa Fe (BNSF) Rail Yard on the west side of Pueblo is a major hub for rail traffic. The rail lines from the yard to the north continues to be a prominent geographic boundary for the east edge of the West Side neighborhood.

The Sun Mountain extension provides improved connectivity within the West Side Neighborhood and the bus stop rehabilitations, along with new bus stops, provides improved mobility choice for residents.

24th Street is under construction from Pueblo Boulevard to Tuxedo Boulevard to upgrade the roadway to a principal arterial. This section connects to Medal of Honor Boulevard at Pueblo Boulevard.

East of the BNSF rail lines the roadway network consists mainly of an inconsistent gridded network, with a mix of roadway sections and connections. Main east-west roads include 24th Street, 17th Street, 13th Street, and the 6th Street/5th Street one-way pair. Main north-south roadways include Montezuma Road, West Street, the Elizabeth Street/Greenwood Street one-way pair, and Grand Avenue Currently, High Street terminates at 24th Street coming from the north.

### IDENTIFIED CHALLENGES

**Key challenges identified include coordination with the BNSF railroad; environmental concerns with Historic, Noise, and potential right-of-way impacts; potential impacts to residents and gaining public support due to additional traffic and usage of roadways connecting to downtown. Improving connectivity from the West Side to the downtown core with a new bridge on 24th Street over the BNSF tracks will alter the travel patterns in the area, which will benefit some roadways and add traffic to others.**

## SUMMARY OF SCOPE OF SERVICES

The project entails two major elements of work: planning and design of a new bridge over the BNSF rail tracks on 24th Street and the study and subsequent design of the corridor leading from the completed bridge to City Center Drive in the downtown core, all under the NEPA umbrella.

### 24th Street Bridge

The preliminary scope of services for the 24th Street bridge includes the development of a Structure Selection Report (SSR) to determine the most appropriate bridge type, and then subsequent design of the selected structure with submittals at 30%, 90%, and final plans. The final plans will be bid ready so that construction can proceed when funding becomes available. The scope will include data collection for SUE, survey, geotechnical, and environmental resources. **See considerations map on the following page.**

### Downtown Study and Design

Main scope of services include assessment of existing roadway network to determine improvement needs to handle the increased traffic expected from the new bridge crossing. The result of this assessment will be a feasibility study that highlights both a bridge section and areas of improvement (additional lanes, widening, intersection improvements, pedestrian/bicycle improvements, right-of-way needs, etc.). The feasibility study will include a recommended improvement that will proceed into design. During early reconnaissance it appears that an alternative that traverses from 24th Street directly south from the current 24th & High Street intersection through the Big Hill Open Space to 17th Street has the potential to address the additional traffic while providing the least impacts to local residences and businesses. This will be one of the alternatives considered during the study. Our team will update design plans that detail the needed improvements identified during the feasibility study. This will ensure that the city is ready for construction when funding becomes available.

The design process will follow the standard project development process, with plans submitted for field inspection review (FIR) at approximately 30% completion, final office review (FOR) at approximately 90% completion, and a final bid plan set. **See considerations map on page XX**.

### Environmental Documentation

The RFP, the response to questions, and the shared environmental scoping form each indicate that the anticipated Class of Action will be a Simple Categorical Exclusion (CatEx). Through our experience assisting the City with the Sun Mountain Boulevard project as well other recent conversations with FHWA, and with our assessment of the affected environmental resources, we fully expect the Class of Action to become a templated Environmental Assessment (EA). The scoping form provides a comprehensive outline of the environmental resources and tasks that will become part of our Scope of Services, although we do expect a higher level of analysis will be required for several resources, including historic resources, visual context, and noise. Conversely, some resources are not present and this team would seek to dismiss them completely from analysis, specifically Section 6(f) resources are not present and since this project is in a Census-identified Urban Area, it is exempt from farmland analysis.



24TH STREET LOOKING WEST FROM TUXEDO BOULEVARD

# PROPOSED 24TH STREET BRIDGE SITE MAP



# APPROACH AND METHODOLOGY

The Bolton & Menk team is deeply committed to helping the City of Pueblo implement the various improvements identified in the Federal RAISE Grant. We are currently progressing through design and NEPA for the Sun Mountain extension and the Bus Stops rehabilitations and we are ready to extend that delivery into the 24th Street Bridge and Downtown Corridor study.

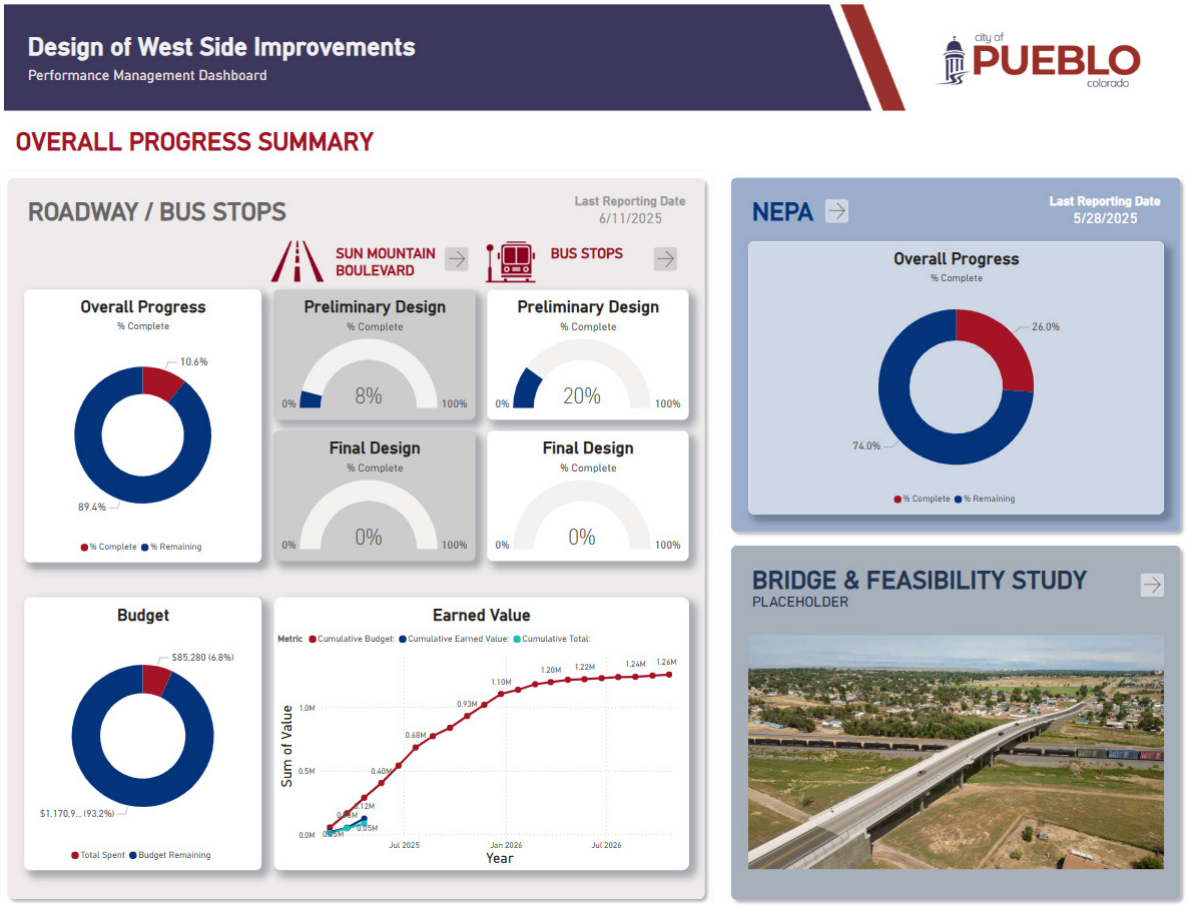
## COMMUNICATION

We have demonstrated numerous communication strategies and tools on our current work, including the WebGIS tool and the project dashboard. The dashboard will be updated to include the bridge and downtown study elements, and can be used as a single source for communications with the FHWA to track progress against the RAISE Grant commitments. We also use our Creative Studio team to create realistic project visualizations that help communicate the project during project meetings including public outreach events. These visualizations help convey project details that increase understanding, which has the direct result of greater support.

## DELIVERY EFFICIENCY

Previous elements were included in a separate contract for NEPA work that was led by Pinyon. Bolton & Menk has worked a collaborative approach with Pinyon to share information between these contracts that each is dependent on. We are now planning to have one unified team with Pinyon on the Bolton & Menk team to perform the NEPA tasks. This proven collaboration will bring even greater efficiency when we are working together in the same contract to deliver these services for the city.

Our approach will use our extensive experience to accomplish all project objectives. Bolton & Menk's approach, informed by the broad understanding and fueled by our extensive experience, begins with bringing the right team of professionals to deliver the services. **Our team, described in depth on pages 4-15**, is led by our highly experienced project manager, John Holzwarth. John is serving as project manager for the Sun Mountain extension and Bus Stops projects and will continue leading the team for these new RAISE Grant elements. He has built a reputation in the transportation industry for guiding teams to perform at their highest level, while working in partnership with clients to drive exceptional performance. John will guide our team of technical leaders to develop a right-sized solution for the 24th Street bridge design and the planning and design of the Downtown Corridor through an inclusive and structured process.



# 1 PROJECT INITIATION

The project(s) will get started by focusing on two major startup activities—kickoff meeting and data collection. These two activities will provide a strong foundation for further project development phases.

## KICKOFF MEETING

We will bring together key staff from the Bolton & Menk team, as well as key decision makers from the City of Pueblo, and identified stakeholders. Our focus for the meeting will be to get alignment on numerous aspects of how the project will be executed, including roles and responsibilities, scope of work, schedule, involved stakeholders, key risks and opportunities, coordination and communication protocol(s).

## DATA COLLECTION

We will proceed with acquiring the necessary data to perform the design. Our subconsultant teammates will be key in this step. Vivid will perform the geotechnical investigation, NorthStar Survey and Engineering will acquire the needed survey for the bridge crossing including property lines and existing right-of-way, and Colliers will provide the SUE. Data collection in terms of survey, SUE, and geotech will also occur for the downtown corridor improvements once the feasibility study is completed and the selected alternative is known.

The feasibility study will require a fairly comprehensive set of data to complete the analysis. In terms of traffic data, our team will be collecting crash information within the study area from CDOT and the City of Pueblo, 24-hour turning movement count data at key intersections (assume up to 20), and big-data from StreetLight to inform regional origin-destination patterns and help calibrate our modeling. The study will also require property data (GIS parcel information) as well as utility information (level D type data to inform costs and routing at a study level).



# 2 STUDY AND REPORT

The Bolton & Menk team will proceed with the study of the downtown corridor by first meeting with the city to determine the parameters for considering alternatives to be evaluated. We plan to use a workshop setting where we will have an overview map of the area with some target potential improvement alternatives. In reviewing the current setting there are several potential corridors that rise to the top for consideration:

- **Alternative A** – 24th Street to High Street,
- extend to the south through the Big Hill Open Space area on new alignment to 17th Street to downtown core
- **Alternative B** – 24th Street to Montezuma Road to 11th Street to downtown core
- **Alternative C** – 24th Street to Elizabeth
- Street/Greenwood Street one-way pair to downtown core
- **Alternative D** - 24th Street to Grand Avenue to downtown core
- **Alternative E** - Various routes/combination of routes based on varied origin-destination patterns (broad improvement approach)

HIGH STREET LOOKING SOUTH




Each of these corridors have constraints that will factor into the selected improvement decision. For example, there are two cemeteries on the east side of Montezuma Road, and most north/south roadways have extensive residential impacts, particularly north of 17th Street. A new roadway extending High Street south from 24th Street to 17th Street (Alternative A) would likely be the path of least resistance as it would have minimal impacts to residences and businesses. The grid network within the area allows for numerous routes that can help divert congestion.

A key step of the study is to develop a range of criteria that will be used to evaluate the alternatives. Potential criteria may include:

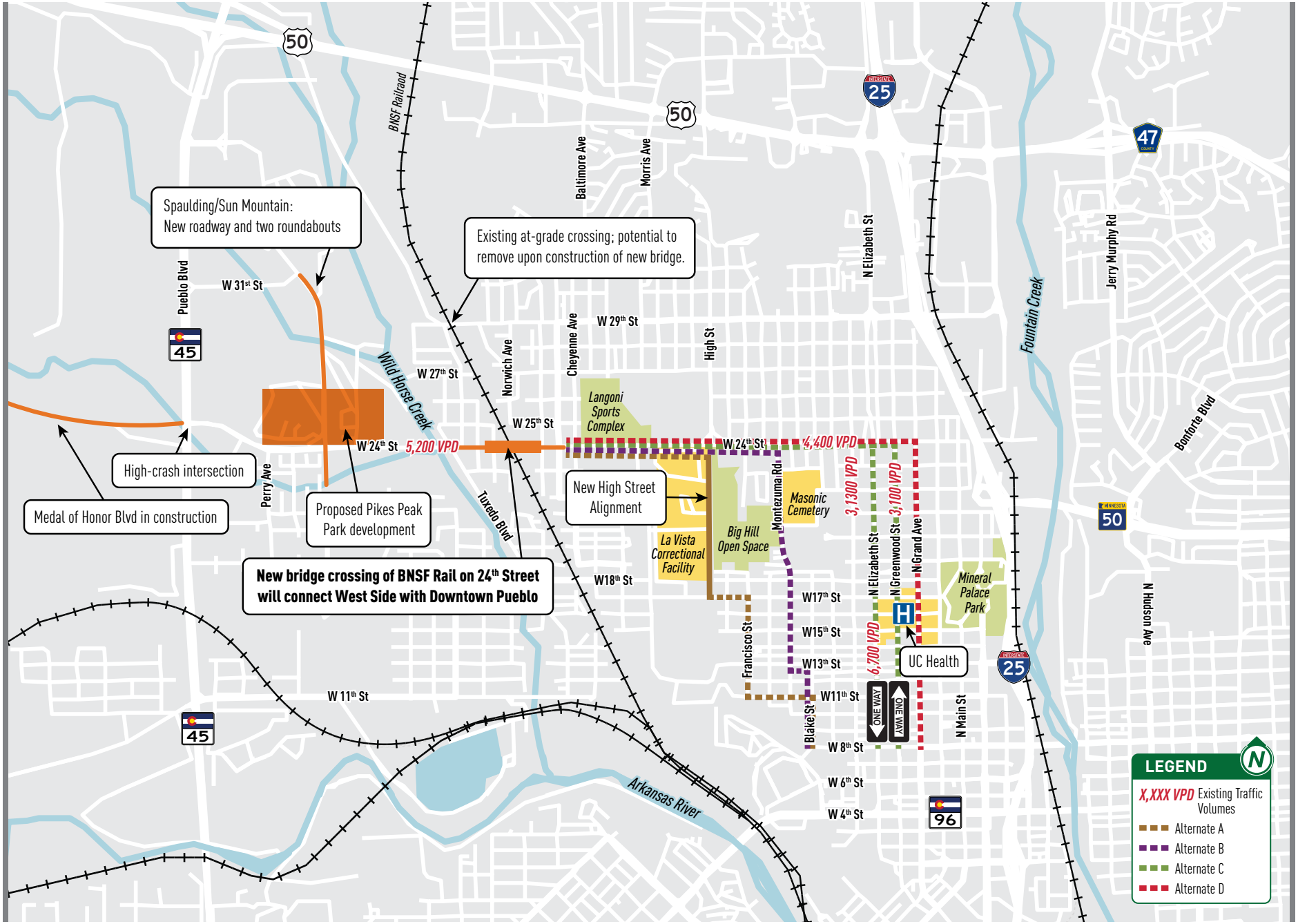
- Cost
- Circulation patterns and property access
- Right-of-way impacts
- Pedestrian and bicycle facility needs and connections
- Freight movement considerations
- Intersection operations and safety
- Utility/drainage impacts

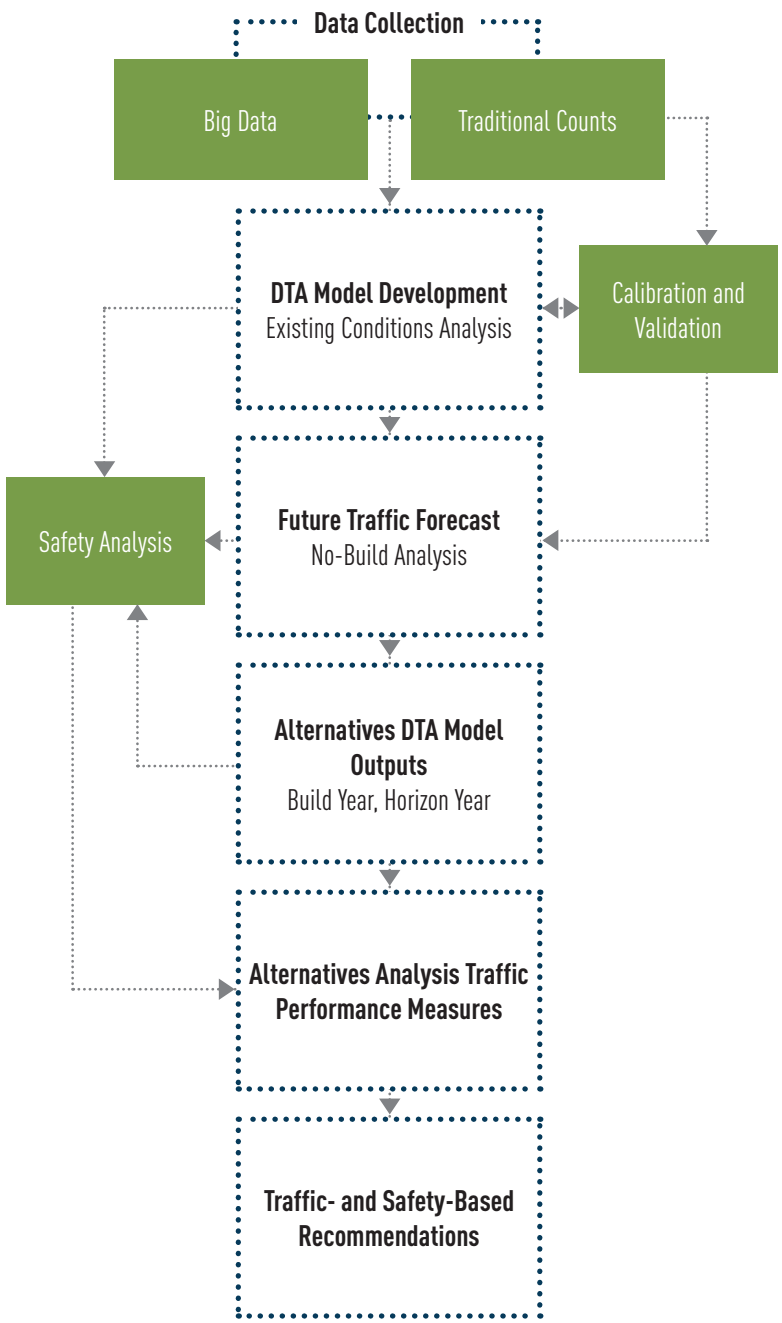
We will work with the city to develop the evaluation criteria and then score the identified alternatives against the criteria. The evaluation will be done in two steps, with the first range of criteria used to reduce a wide range of alternatives to two or three feasible alternatives, and then refine the criteria to evaluate the finalist alternatives to the selected alternative. Costs would be part of the Step 2 criteria.

VIEW FROM 17TH LOOKING NORTH



# 24TH STREET BRIDGE AND DOWNTOWN CORRIDOR OVERVIEW MAP






## TRAFFIC AND SAFETY ANALYSIS APPROACH

Bolton & Menk's recommended traffic approach to forecast and evaluate the regional change in traffic demand onto the 24th Street bridge and support the alternative analysis of the identification of key downtown corridors includes the development of a Dynamic Traffic Assignment (DTA) simulation model. The DTA modeling methodology is a well-recognized industry standard tool and would be suitable for this project as it can provide insight into how travel behavior changes with the incorporation of new network connections through temporal routing. Within a calibrated modeling environment, the DTA outputs will provide defensible traffic volume forecasts to optimally evaluate the 24th Street design needs and requirements, as well as to allow our team to investigate potential improvements along key corridors to downtown Pueblo that would be anticipated to experience increased traffic.

The first step before developing the DTA model is data collection. We will use various forms of traffic related data to understand existing conditions. This includes the use of a "Big Data" repositories within the region and turning movement counts at key locations for calibration and validation. The data collected will feed into the DTA model to provide a well-calibrated existing conditions scenario and analysis. From there, an evaluation of historic growth trends and the use of the PACOG model will allow our team to develop an agreeable traffic volume forecast to evaluate build-year and horizon-year traffic assignment scenarios. The resulting traffic assignments will be further evaluated under traffic analysis tools to produce insightful performance measures at a project-wide level down to individual intersections.

Bolton & Menk understands that safety is a significant priority for all users, especially when increased traffic is anticipated along a prioritized downtown route(s). Our team will collect historic crash data that can be used to identify key safety issues, using Highway Safety Manual methods, from a multimodal perspective for the existing conditions analysis. An industry standard safety tool will be used to forecast conditions under future volume scenarios. This can result in various key performance measures for the alternative analysis. The tool used can potentially include either the FHWA's Interactive Highway Safety Design Model (IHSDM) or the Surrogate Safety Assessment Model (SSAM), or we will use CDOT's Safety Performance Functions (SPF). We will ultimately select the proper tool based on the collected data and complexity of issues analyzed.

The results of the traffic and safety analysis will feed into the alternatives analysis as well as identifying recommendations and design parameters for the preferred alternative and for 24th Street and the proposed bridge.

**Regional Rerouting:** Our team has experience working with the PACOG regional transportation model. To illustrate how surrounding east-west corridors such as US 50, 29th Street, and 18th Street, as an example, would be impacted, we performed a preliminary high-level before and after analysis with the 2050 forecast as shown in the figure. The results are promising as the three key corridors that provide existing connectivity to central Pueblo are forecasted to experience a reduction in daily traffic volume with the 24th Street bridge. This can also translate into broader network-wide statistics such as reduction in Vehicle-Miles-Traveled (VMT) and Vehicle-Hours-Traveled (VHT) as an example.

**5,700**

**~5,700 MILES REDUCED (VMT)**

**1.4M**

**~1,400,000 HOURS REDUCED (VHT)**



# 3 NEPA ANALYSIS

Our teammate, Pinyon, is experienced with local agency projects that have FHWA oversight and will scale services to meet the needs of the city as well as the project context and the appropriate NEPA class of study.

An immediate action item upon Notice to Proceed will be to hold an environmental scoping meeting with FHWA to update the scoping form specific to the study and report phase of the project provided as a part of the RFP (note that the scoping form will be refined again once a NEPA study is initiated). Our team will submit an updated scoping form in advance of the environmental scoping meeting and will coordinate with the city during its preparation. During the study and report phase of the project, the focus will be on identification of environmental resources – and potential impacts to those resources – that differentiate between corridor alternatives. The purpose is to identify those resources and impacts that have regulatory requirements that could adversely affect the level of NEPA study, as well as project schedule and cost. In doing so, the city will be better informed in its selection of a recommended alternative and the consequences of that decision. Further, alternatives that do not meet the project's purpose and need or that have obvious fatal flaws can be screened from further analysis, thus streamlining the NEPA analysis.

We anticipate that the following resources will require detailed analysis based on the project scope and magnitude, as well as the environmental context of the study area:

- Historic resources (including Section 4(f) of the Department of Transportation Act)
- Noise (numerous sensitive resources appear in and near the study area)
- Non-historic Section 4(f) resources (e.g., parks/trails)
- Visual (changes to the visual setting and direct or indirect impacts of the proposed action)
- Right-of-way/easements/land use (including the potential for displacements).

Related to historic resources, our team expects to make an initial eligibility determination that would be formally consulted on later in the project as part of agency-to-agency consultation during the NEPA phase. For noise, our team would identify sensitive noise receptors within the prescribed noise analysis zone, although noise modeling would be completed during NEPA as it is design dependent. The team would develop visual simulations for initial considerations during alternatives development, which would become more detailed during the NEPA and design phase as elements such as texture and color are developed. Impacts to the Langoni Sports Complex can be estimated at this phase and used to help inform the appropriate class of NEPA study. Land use changes, right-of-way, and easements can also be estimated based on the alternative footprints evaluated and screened during the study and reporting phase; this will help determine the class of NEPA action as well as initial, rough cost and schedule estimates.

During the study and report phase, we will also develop a robust purpose and need supported by traffic and safety data, master plans, and stakeholder input. The purpose and need will be used to develop screening criteria for the corridor alternatives analysis. We propose to screen the alternatives down to one that meets the purpose and need and can advance into NEPA. By narrowing down the alternatives to one recommended alternative prior to initiating NEPA, the NEPA phase scope, fee, and schedule can be streamlined. Further, there are time limitations for the completion of an Environmental Assessment (EA) and the associated NEPA Decision Document which is a Finding of No Significant Impact (FONSI) (12 months). Therefore, it would benefit the city to have a meaningful level of design completed in this phase to compress the schedule to meet this limitation should the project advance as an EA. Our team's proposed approach to start the NEPA phase with the NEPA-Neutral Template, as discussed below, means that the "clock" on the NEPA timeframe would not start until FHWA decides on the NEPA class of study. This allows the design to progress, and tasks such as augmenting the purpose and need, drafting the affected environment, assessing impacts at a high level, and developing mitigation strategies to be completed prior to formal determination of the NEPA class of study. Pinyon recently used this approach on the Exit 203 project as it provides the project team time to refine the design prior to entering the 12-month duration for the EA.




The team will start the NEPA phase of the project using the FHWA NEPA-Neutral document to allow for flexibility in identification of the class of NEPA study. Our project partners have used this approach on the Washington Street project and the Sun Mountain Boulevard Extension project, both of which received grant monies directly from FHWA. This template includes purpose and need; alternatives analysis; affected environment; impact assessment; mitigation planning (including commitment for permitting); stakeholder engagement; and references. Supporting technical reports will be completed as needed, which may include Section 106 and Section 4(f) documentation. Transportation resources that are present or proposed are a critical discussion in the EA. This includes impacts, both negative and positive as well as short- and long-term. The NEPA study will evaluate the resources that are present and will be impacted. Some resources, such as farmlands may be removed from analysis if they are not present and/or would not be impacted, as there may not be proposed improvements to the west of the railroad as that section of the corridor is currently under construction.

FHWA is responsible for the decision on NEPA class of study. Their decision will be based on the level of impact and potential for controversy.

**In recent experience, the FHWA has indicated that new capacity triggers an EA—and a new bridge over the railroad as well as a Wildhorse Creek would likely meet these criteria.**

During the study and report phase, the team will assess potential impacts to key resources and use the Categorical Exclusion (CE) checklist to help demonstrate how the project does or does not meet the qualifications to be processed as a CE. **Based on the anticipated new capacity; presence of numerous potential historic resources; introduction of a new structure with what is likely a significant visual contrast; likelihood of noise impacts; and potential impacts to the Langoni Sports Complex (a recreation Section 4(f) resource); the team anticipates the level of NEPA study to be an EA.** However, that decision can only be made by FHWA so our team will work to recommend reductions in impacts to the extent possible and actively explore the option to process the project as a CE.

Should the project proceed as an EA, impacts anticipated from the recommend alternative and the no action alternative will be assessed and documented in the NEPA study. Should the project be a CE, the no action alternative would not be evaluated, there is no requirement for public scoping or a public review period, and no need to complete a FONSI. For purposes of this proposal, our team assumes the project will be processed as an EA.

Based on our initial review of the area, there are sensitive environmental resources that would likely be impacted by the project. Building off initial high-level analysis from the study and reporting phase, the team will identify the type, location, and magnitude of impact to coordinate with FHWA on the class of NEPA study. As part of this decision milestone, the team will hold an agency scoping meeting that will include a proposed list of resources requiring evaluation in the NEPA study; the recommended study area for each resource; and data sources that will be used for the analysis. We will again use the environmental scoping form for this purpose. It is anticipated that the project will qualify as an EA based on our team's knowledge of the project and key resources.

The approach to assessing key resources are discussed further below.

- **Air Quality:** Air quality will require a conformity analysis although greenhouse gases are explicitly eliminated from federal studies by recent executive orders. Similarly, environmental justice (EJ) and/or disadvantaged populations have also been removed from federal studies per executive order. Should the city desire to consider beneficial impacts to air quality and overall safety and mobility of all stakeholders, Pinyon can complete these tasks without directly discussing greenhouse gases or EJ.
- **Noise**: There are numerous sensitive noise receptors within the 300-foot buffer that is used for noise modeling. Of particular interest will be whether there are noise impacts at historic resources and whether noise mitigation is feasible.
- **Biological Resources**: There is the potential for biological resources to be present/impacted; however, these are expected to result in insubstantial impacts that can be mitigated. Impacts to the unnamed drainage east of the railroad are likely to be permitted under a Nationwide Permit 14 for linear transportation projects.
- **Right-of-Way/Easements/Land Use Changes**: Acquisition of right-of-way and/or easements would result in permanent land use changes that will need to be evaluated and documented. This could be a concern to stakeholders.
- **Hazardous Materials**: Hazardous materials may be present; their presence, location, and nature of potential to impact the project during construction will be evaluated and mitigation measures will be identified.
- **Community and Socioeconomics**: Community and socioeconomic impacts will be evaluated during this phase although we do not anticipate needing in-depth assessment; both can likely be documented in the NEPA-Neutral Template without independent technical reports.
- **Section 6(f)**: Based on review of properties that have received funds from the Land and Water Conservation Act, there are no Section 6(f) resources present.
- **Section 4(f) (Non-Historic)**: However, Langoni Sports Complex is on the east side of railroad and it is a Section 4(f)/Non-Historic Resource. Temporary and permanent impacts, if any, to the resource will need to be addressed as it is protected under Section 4(f) of the DOT Act of 1966. Impacts will also require coordination with the Official with Jurisdiction (the city).
- **Historic Resources and Historic Section 4(f)**: There are multiple properties with structures 50 years old (or older) that will need to be assessed for eligibility and listing on the National Register of Historic Places. The railroad is overall historic and this specific segment will need to be evaluated.
- **Archaeology and Paleontology**: Archaeology and paleontology are not anticipated to be primary concerns due to the previously disturbed nature of the study area.
- **Tribal Consultation**: Pinyon will prepare the notification letters for Native American Tribes that FWHA will require to complete their agency-to-agency consultation alerting the Tribes with a potential interest in the study area to the project, solicitating their input, and offering to involve them in review of the study. Given the previously disturbed nature of the study area, the team does not anticipate that Tribal consultation will result in a higher level of NEPA study or large effort for coordination.
- **Visual Impacts**: The addition of a new structure over the railroad will necessitate a visual impact assessment that may indicate that the project results in a visual contrast.
- **Water Quality and Floodplains**: Water quality and floodplains will be considered in both the NEPA study as well as the roadway and stormwater design for the 24th Street bridge.



CONSTRUCTION ON 24TH STREET WEST OF NEW BRIDGE

Assuming the NEPA class of action is an EA, public and agency scoping will need to be conducted early in the project and documentation will need to be 508-compliant. Scoping would be completed as a mailer, web information, and could also include a public meeting, dependent on discussion with the city and FHWA. Concerns identified during stakeholder scoping will help shape the level of detailed analysis for resources and gauge interest in future opportunities to involvement. At a minimum, a public review period of at least 30 days will be held once the EA is published and made available in hard copy and online for review. A longer review period of 45 days will be required if there is an adverse impact under Section 4(f) on either historic or non-historic Section 4(f) properties. An adverse effect would also result in additional agency review by the Department of Interior, the Advisor Council on Historic Preservation, and the National Park Service. Comments received during this formal review period will be categorized to identify themes or overlapping concerns. Each substantive comment will be responded to in the FONSI, after which the FONSI will be published and made available although no formal review/comment/response is required on it. Both the EA and the FONSI would need to go through FHWA review at a minimum prior to their publication. These reviews need to be completed in the mandated 18-month NEPA period for an EA/FONSI. The FONSI must be signed by FHWA before the city can begin right-of-way negotiations.



# 4 PRELIMINARY DESIGN (SCHEMATIC PHASE)

## 24TH STREET BRIDGE

Our team's approach to the preliminary design phase is built around early coordination, technical clarity, and a commitment to delivering a solution that balances performance, cost, and community impact.

We begin with a structured kickoff to align with city staff on design expectations and corridor priorities. Field investigations—including geotechnical testing and topographic survey—will be conducted early to inform design decisions and reduce downstream risk.

Without restating all the scope elements listed in the RFP, we've highlighted key elements that will be included:

**Design Standards Document**
This document will be prepared and used as a guide to develop the designs; the document will include the noted checklists, design assumptions, design risks, and a review of advantages and disadvantages for considered alternatives with a resultant design recommendation.

**Structure Selection Report (SSR)**
A central deliverable in this phase is the SSR, which will be developed collaboratively by Ryan Evans (bridge design lead) and Matt Gilbert (SSR manager/quality assurance manager). Matt will facilitate the SSR development following a process used by FHWA/CDOT, a process he has followed more than 16 times, to identify potential span configurations, structure types, evaluation criteria, and cost estimates leading to a recommendation for final design and construction. He will work with the city, BNSF, FHWA/CDOT, and the rest of the Bolton & Menk team to identify the right structure to meet the project goals. The SSR will evaluate multiple structure types and configurations using a transparent evaluation matrix that considers cost, constructability, aesthetics, maintenance, and environmental impact. This matrix will provide benefit-cost analysis to clearly demonstrate the rationale behind the recommended structure. Theorem will advise the team, while working through concepts to identify structures, details, and practices that local contractors are familiar with, which leads to more competitive bids. A key step will be to meet with the BNSF, follow and adhere to their guidelines along with applicable AREMA criteria, and keep all parties included in the process.

***We already have a working concept for the crossing***. A 37-foot-wide roadway section with 10-foot sidewalks on either side. This multimodal configuration is designed to support safe and inclusive access for all users and will be further refined in collaboration with project stakeholders.

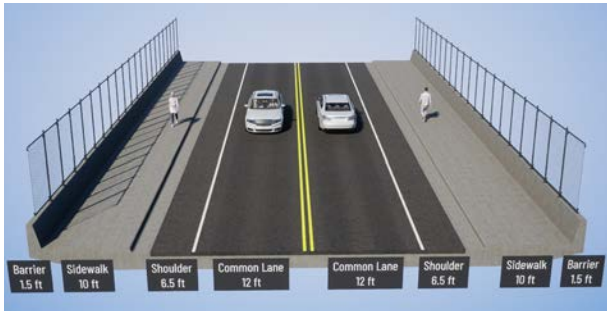


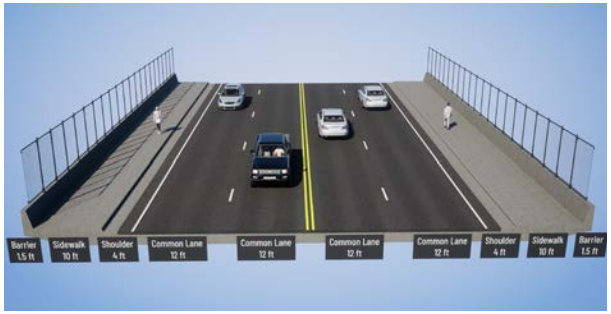

Structurally, our concept features a ±535-foot three-span steel girder bridge with MSE-wall retained approaches. This configuration minimizes structure depth and cost by placing piers within the BNSF right-of-way—avoiding the need for a costly clear-span solution. Since this impacts railroad operations and future rail lines, versus a clear span alternative, early communication and partnership with BNSF will be vital.

This concept will be vetted and validated through the early traffic study work that will help determine the appropriate cross section to carry forward in order to handle the current and projected future traffic volumes.



Referencing a recent version of the 2050 PACOG travel demand model that was modified to include the 24th Street bridge connection, the daily traffic volume forecast is expected to reach 22,000 vehicles per day across the proposed bridge segment. Assuming a general urban area type to estimate a level-of-service, the recommended cross-section of the bridge falls between requiring a two-lane or four-lane cross-section in order to service the future traffic volumes at a Level of Service D or better. Our proposed traffic analysis approach will better guide the design to allow for a future-proof bridge cross-section that will be capable of accommodating future traffic demand.




Matt Gilbert will also serve as our quality assurance manager. With design experience on 89 bridges across Colorado, Matt brings a seasoned perspective to the SSR process—ensuring that all viable options are considered and that the selected structure is both context-sensitive and technically sound. Theorem will provide the independent technical review (ITR) of the final bridge design. This process involves performing an independent design of key structural components (eg, girders, pier caps and columns, etc) of the plans and specifications. Theorem will also look for details that are difficult to construct or are not commonly constructed by local contractors and recommend alternatives. At the end of the process, Theorem shall provide a PE stamped set of review documents that confirm the plans and specifications for the bridge meet all design requirements.

**BNSF RR Coordination**

Railroad coordination is a critical element to the success of the project: all BSNF coordination will be led by Ryan Evans to establish a single point of contact and direct communication and implementation of needs for the bridge.

As a testament to our focus on early coordination, our team has already initiated discussions with Rafer Nichols, BNSF's Colorado representative. This early engagement has been instrumental in shaping the project's direction. Notably, BNSF expressed support for the potential closure of the 29th Avenue crossing and offered to contribute five percent toward construction costs—an encouraging signal of partnership and alignment. Our team members have worked with the BNSF on southern Colorado projects, we understand the BNSF Grade Separation Guidelines and integrate a quality assurance process into submittals with the railroad to deliver plans that meet requirements the first time. Avoiding iterative submittals with the railroad is key to staying on schedule.

Some key considerations are:

- Establish railroad right-of-way limits
- Identify all utilities within the railroad right-of-way
- Evaluate pier and abutment locations
  - Approach railroad with configurations matching 18th street pier locations. By obtaining the ability to place piers in the railroad right-of-way, the city could see significant cost savings
  - Work with the city to evaluated trade-offs with the railroad
- Meet early in process to vet alternatives
- Follow the grade separation guidelines
- Plan railroad reviews and timelines into the schedule

**Preliminary Design Submittal and FIR Meeting**

The preliminary design package will include 30% FIR plans, the SSR, a drainage report, and the design standards document outlining key assumptions and risks. We will also host a public information meeting and coordinate a Field Inspection Review (FIR) with the city to gather feedback and refine the design. We will plan to submit separate plan sets for the 24th Street bridge and downtown corridor designs, but will try to coordinate so that there is a combined FIR meeting for both sets of plans. We will schedule and facilitate the FIR of the 30% design plans; We will record meeting minutes and document comments received during the meeting.



## DRAINAGE

Our team's drainage approach focuses on delivering maximum value within the available budget while aligning with the city's long-term infrastructure goals and minimizing redundant or temporary facilities.

To initiate this effort, we reviewed the Pueblo Stormwater Master Plan Basin Planning Study Report and identified two key drainage improvements located within or adjacent to the project area: the Norwich Storm Sewer (west of the proposed bridge) and the 23rd Street Pond (east of the proposed bridge). Our design team will collaborate closely with the city to evaluate opportunities to fully or partially incorporate these planned improvements into the current project scope.

One such opportunity may involve constructing and using the 23rd Street Pond to provide both water quality treatment and detention for this project, while also offering upstream flood control benefits. This integrated approach would improve overall system efficiency by reducing the need for additional standalone water quality facilities, thereby lowering long-term maintenance costs and supporting future development. Similarly, construction of downstream portions of the Norwich storm sewer could enhance the project's drainage capabilities while helping mitigate existing flooding concerns in the area.

Our team brings a strong track record of successfully navigating local design criteria, maximizing available resources, and minimizing future rework. This is reinforced by our extensive experience delivering design-build drainage solutions across Colorado that add long-term value and resiliency.

## DOWNTOWN CORRIDOR DESIGN

An outcome of the feasibility study delivered at the conclusion of the study phase will be a determination of the needed improvements within the downtown corridor to serve the expected level of traffic produced with the new bridge crossing. The Bolton & Menk team will advance the range of improvements into a design plan set that will detail the improvements. While it is not known at this time what the selected improvements will be, we anticipate that the High Street Corridor will likely score well against established criteria since it will involve less impacts to established residences and businesses.

The identified improvements will be developed and presented in a design plan set for FIR submittal and review.

## PUBLIC ENGAGEMENT

Our approach to public engagement goes beyond the standard checklist. We design our outreach strategies around accessibility, transparency, and authentic community involvement, meeting people where they are, both physically and emotionally. For a project like the Downtown Corridor Study, where multiple alternatives may appear similar but carry very real implications for residents and property owners, it's essential to elevate the community's role in shaping outcomes. We do this by creating a layered engagement program that offers multiple, approachable entry points for feedback, ensuring we hear from the full range of voices in Pueblo.

One of the most effective ways to achieve this is by embedding engagement into events where the community is already gathering. In addition to the traditional public meeting, we recommend pop-up events at widely attended festivals like the Colorado State Fair and the Pueblo Chile and Frijoles Festival, which will allow us to connect with thousands of residents without asking them to go out of their way. These events are budget-friendly compared to traditional open houses and often generate stronger results.

**For example, during the 92nd Avenue Corridor Study in Federal Heights, we hosted two pop-up events and received more than 40 comments at each, an impressive level of participation that surpassed the typical turnout and offered diverse, unfiltered feedback. People are more likely to participate when they're already engaged in their community space, which makes these events ideal for raising awareness and gathering input on corridor alternatives.**

Beyond these high-impact events, we'll also execute a full suite of engagement tactics to maintain consistent communication and accessibility throughout the project. This includes direct mail postcards to residents within 500 feet of the corridor, eye-catching flyers in community hubs, project website content updates, bilingual collateral, and social media graphics designed for easy sharing. All materials will be clear, engaging, and accessible in both English and Spanish to reflect Pueblo's diverse population. Whether someone prefers to attend a public meeting, complete a quick online survey, or stop by a pop-up while enjoying the fair, we'll make sure there are multiple ways to be seen, heard, and informed throughout this process.

Bolton & Menk is planning to develop project visualizations for presentation at the public meeting; these realistic renderings will help the public understand the project and convey the future condition.






# 5 FINAL DESIGN

## 90% FOR DESIGN

Bolton & Menk will advance the preliminary plans into a 90% level set of final design plans. We will incorporate comments received during the FIR meeting and any additional information obtained during the public information meeting and will include additional detail with the plan set for construction purposes. Matt Gilbert will provide Independent Technical Review (ITR) and Constructability Review (CR) of the bridge plan during key milestones of project development to help ensure high-quality and constructable plans are provided. Elements included at this phase include

- Revise cost estimate
- Update design assumptions, risks, alternatives review, and recommendation, as needed
- Update design standards and technical criteria document, as needed
- Schedule and facilitate the FOR of the 90% design plans; Bolton & Menk will record meeting minutes and document comments received during the meeting

## 100% FINAL PLANS, SPECIFICATIONS & ESTIMATE (PS&E)

Our project team will finalize the design plans into a 100% level set of final plans. We will incorporate comments received during the FOR meeting and any other input received to have a complete plan set ready to bid. Elements included at this phase include

- Provide stamped contract drawings and complete PS&E package to include finalized cost estimate, a set of construction specifications, and a bid tabulation
- Provide files in requested formats
  - Plan drawings in Microstation
  - Specifications in Microsoft Word and Adobe PDF
  - Cost estimate and bid tabulation in Microsoft Excel
  - Attend the pre-bid conference to represent the city
  - Advise the city regarding bidders, review of bids, and other areas in the bid process that the city requests assistance



# DELIVERABLES

The following table details out specific deliverables that we anticipate for each project phase, along with assumptions used for development of each deliverable.

| PHASE | FUNCTIONAL GROUP | DELIVERABLES | ASSUMPTIONS |
|---|---|---|---|
| 1. Project Initiation | Project Management | Project Management Plan (PMP), Data Collection | |
| 2. Study and Report | Traffic and Design | Feasibility Study (schedule, stormwater requirements, utility coordination and needs, 3 alternatives, identify ROW needs, estimates, GHG emissions), Identification of Preferred Alternative. | PACOG provides latest TDM, 24-hr TMC at up to 20 locations, 48-hr tube counts at up to 10 locations. |
| | Design | Draft Design Standards Document | Concepting for up to 3 alternatives |
| | Public Involvement | Public Involvement Plan (PIP), Public Meeting #1, Pop-Up Events | Up to 2 pop ups (3 scoped overall for project). |
| | Project Management | Monthly Project Management Team Meetings (PMT), Stakeholder Meetings | Up to 9 PMT meetings, up to 5 stakeholder meetings |
| 3. NEPA Analysis | Environmental | Purpose & Need Statement, Existing Data and Inventory, Draft Environmental Document, Final Environmental Document, and 4(f)/Section 106 sections | Document to be an EA (Per FHWA, new capacity triggers an EA) |
| | Environmental | Final Environmental Document | Document to be an EA with FONSI (Per FHWA, new capacity triggers an EA) |
| | Public Involvement | Public Meeting #2 | Dual purpose meeting to satisfy NEPA requirements and gather input during preliminary design phase. |
| | Project Management | Monthly Project Management Team Meetings (PMT), Stakeholder Meetings | Up to 6 stakeholder meetings (assumes PMT meetings shared with other phases) |
| 4. Preliminary Design (Schematic Phase) | Data Collection (Survey, SUE, Geotech) | Survey and existing ROW, geotechnical report, SUE mapping and report | |
| | Bridge | Structure Selection Report (SSR), Coordination with BNSF, FIR 30% Plan set | SSR will investigate up to 3 alternatives. A 3-span steel girder bridge will move forward into design. |
| | Roadway/Drainage | Design Standards Document, Additional Data Collection Checklist, Preliminary Drainage Report, FIR 30% Plan Set, Preliminary Cost Estimate | Limits of bridge work along 24th from Tuxedo to Cheyenne. Downtown corridor design to include up to 1 mile of reconstruction or new roadway or an equivalent amount of spot improvements. |
| | Public Involvement | Pop-up Events | Up to 2 pop ups (3 scoped overall for project). Public meeting during this phase will overlap with what is assumed for the NEPA phase. |
| | Project Management | Monthly Project Management Team Meetings (PMT), Stakeholder Meetings | Up to 6 PMT meetings, up to 6 stakeholder meetings |
| 5. Final Design | Bridge | Final Bridge Plans | A 3-span steel girder bridge will move forward into design. |
| | Roadway/Drainage | Final Drainage Report, FOR 90% Plans, ROW Needs Assessment, Final PS&E. | Limits of bridge work along 24th from Tuxedo to Cheyenne. Downtown corridor design to include up to 1 mile of reconstruction or new roadway or an equivalent amount of spot improvements. |
| | Project Management | Monthly Project Management Team Meetings (PMT), Stakeholder Meetings | Up to 7 PMT meetings, up to 6 stakeholder meetings |
| Value-Added Services | Project Funding | Funding Plan, Marketing Plan | Team will work in partnership with city grant staff |

# DELIVERING QUALITY PROJECTS ON TIME AND ON BUDGET

Bolton & Menk will use our proven management systems in Vantagepoint to guide our high-quality performance. Key components of this system include

## CLIENT COMMUNICATION

Bolton & Menk considers maintaining effective client communication key to a successful project. As your project partner, you can expect to have all information communicated in a timely and proactive manner, including information related to progress status, schedule, technical findings, stakeholder contacts, and costs. We will schedule periodic progress meetings to maintain alignment on goals and status.

Communication will be the responsibility of our project manager, John Holzwarth, but also promoted among project staff and city personnel at appropriate levels where effectiveness and efficiency can be maintained.

## COST AND SCHEDULE

The costs, provided under separate cover, and the included schedule are based upon known elements such as process and production rates, as well as reasonable assumptions based on past experience and understanding of project setting and scope elements. Key milestones, decision points, and deliverables are shown in the schedule and are described in the accompanying narrative. Bolton & Menk is committed to providing the requested deliverables in accordance with an agreed upon schedule, with a first draft schedule provided herein. Key elements in controlling cost and schedule include active management of project scope and diligent communication with the city on progress and schedule. John Holzwarth will monitor progress with formal reporting on a monthly basis to Pueblo.

## DOCUMENT MANAGEMENT

Bolton & Menk will work closely with the City of Pueblo as part of formal project initiation. This collaboration will help define all project deliverables and ensure all required documents are delivered in a timely, functional, quality-managed, and complete form. In the spirit of sustainable solutions, when hard copy deliverables are not required, we believe in using suitable electronic/digital delivery systems for routine documents exchange, augmented with ongoing personal communication. Internally, Bolton & Menk has a robust data and document management process focused on standardized documents development/CAD/GIS and filing, automated back-ups and system preservation, organized data hierarchies, and training of staff.

## QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

In addition to a strong project management structure, Bolton & Menk has developed and implemented a comprehensive QA/QC program designed to meet the needs of our firm and clients. As a more comprehensive alternative to traditional checklists and milestone reviews, our system has been designed to promote quality throughout the project delivery process and at all staff levels. Our program has successfully reduced the extent of project errors and plan problems systematically and dramatically before such conditions are integrated into project products. Key focus points include

- Comprehensive quality planning, quality maintenance, and training
- Project communication standards
- Project team assignments
- Technology evaluation processes
- Detailed project review procedures
- Performance feedback and client satisfaction

This quality program will be documented in a quality management plan (QMP). The QMP will be right-sized for the size and complexity of the project assignment.

## ACCOUNTABILITY

One of the few remaining guarantees in life is that no one is perfect. A lack of perfection means mistakes will be made, even with a comprehensive QA/QC program in place. We make mistakes—it happens. Although it is not always easy, we are accountable for what we do, and we can be counted on to make it right. We value transparency. We do not hide from or deny our mistakes. Instead, we work with our clients to fix any issues as quickly as possible. Our philosophy is to run to the problem.

At the end of the day, we are partners and believe in being treated fairly. Our number one goal is to build and maintain relationships built on trust, transparency, and accountability. We do what we say we are going to do and if we make a mistake, we'll make it right.

# Schedule 2

Fee Schedule

Consultant's Response to Request for Proposal dated August 7, 2025, Pricing Proposal

## PRICE TABLES

### TABLE 1- GENERAL PHASES - SCOPE OF SERVICE: NOT TO EXCEED

| Line Item | Description | Unit of Measure | Unit Cost |
|---|---|---|---|
| 1 | Study and Report Phase | Not To Exceed | $380,318.40 |
| 2 | NEPA Analysis (All Tasks) | Not To Exceed | $454,001.88 |
| 3 | Preliminary Design (Schematic) Phase | Not To Exceed | $1,368,156.19 |
| 4 | Final Design Phase | Not To Exceed | $1,193,757.84 |
| Includes Right-of-way (ROW) Needs Assessment for 50 parcels | | | |
| | **GRAND TOTAL** | | **$3,396,234.31** |

*(Continue to next page)*

## BID ALTERNATES – Not Awarded

| Line Item | Description | Unit of Measure | Unit Cost |
|---|---|---|---|
| 5 | Right-of-way (ROW) Needs Assessment | Each | $2,005.12 |
| 6 | Subsurface Utility Engineering (SUE) – Potholing (According to 3.5 Bid Alternates) | Each | $1,814.70 |
| 7 | Subsurface Utility Engineering (SUE) – Level A SUE in addition to the cost already provided for Level B SUE | Each | $30,130.00 |

## TABLE 2: HOURLY RATES

| Line Item | Description | Unit of Measure | Unit Cost |
|---|---|---|---|
| 8 | Principal | Per Person Per Hour | $250.00 |
| 12 | Senior Project Manager | Per Person Per Hour | $240.00 |
| 13 | Project Manager | Per Person Per Hour | $200.00 |
| 15 | Project Coordinator | Per Person Per Hour | $160.00 |
| 16 | QA/QC Manager | Per Person Per Hour | $240.00 |
| 17 | Principal Engineer | Per Person Per Hour | $250.00 |
| 18 | Senior Engineer | Per Person Per Hour | $215.00 |
| 19 | Project Engineer | Per Person Per Hour | $175.00 |
| 20 | Design Engineer | Per Person Per Hour | $160.00 |

| Line Item | Description | Unit of Measure | Unit Cost |
|---|---|---|---|
| 22 | Engineer In Training | Per Person Per Hour | $150.00 |
| 23 | Senior Planner | Per Person Per Hour | $215.00 |
| 26 | Senior Landscape Architect | Per Person Per Hour | $215.00 |
| 27 | Senior Project Landscape Archtect | Per Person Per Hour | $215.00 |
| 28 | Project Landscape Architect | Per Person Per Hour | $175.00 |
| 40 | Senior Technician | Per Person Per Hour | $180.00 |
| 41 | Technician | Per Person Per Hour | $130.00 |
| 50 | One-Man Survey | Per Person Per Hour | $160.00 |
| 52 | GIS Analyst | Per Person Per Hour | $140.00 |
| 55 | Industry Expert | Per Person Per Hour | $300.00 |
| 56 | Intern | Per Person Per Hour | $105.00 |
| 61 | Administrative Assistant | Per Person Per Hour | $115.00 |
| 62 | Clerical | Per Person Per Hour | $115.00 |

Line Items 9 – 11, 14, 21, 24 – 25, 29 – 39, 42-49, 51, 53, 54, 57 - 60, 63 – 64, Table 3, Table 4, and Table 5 removed - not bid by Consultant

# Schedule 3

Work Schedule

Consultant's Response to Request for Proposal dated August 7, 2025, Project Work Schedule



# PROJECT WORK SCHEDULE

The Bolton & Menk team has developed the schedule on the following page to highlight key tasks and deliverables over an approximately one-year timeframe. The schedule provides a high-level look at task flow, decision points, and critical coordination needs to accomplish the delivery. Bolton & Menk will proceed with developing a detailed critical path schedule upon selection.

## START FAST

Bolton & Menk is well prepared to launch the project with speed and intention. Our deep understanding of the project setting, issues, and needs provides the foundation to enable this fast start. We have learned that the best way to finish on time is to start fast and we are ready to do just that through our thorough understanding, gained from years of preparation and current work activities in the area for other RAISE Grant elements.

## COORDINATION

There are other interrelated projects that will be in development during this delivery. The other RAISE Grant projects are the Sun Mountain extension and the Bus Stops rehabilitations. Coordination is important for purposes of reporting for the FHWA Raise Grant requirements, minimizing public confusion with too many outreach meetings, as well as any potential traffic impacts to the new Sun Mountain Boulevard/24th Street intersection.

## CALENDAR DAYS

Our schedule is presented over the three major project delivery phases. We plan to initiate the preliminary design phase prior to the end of the study and report phase so they overlap approximately three months. This overlap will embed an achievable NEPA Analysis within the needed time frame. The total delivery schedule will be around 22 months and will guide submittal of final plans in June 2027.

The following are the rough durations for each major phase:

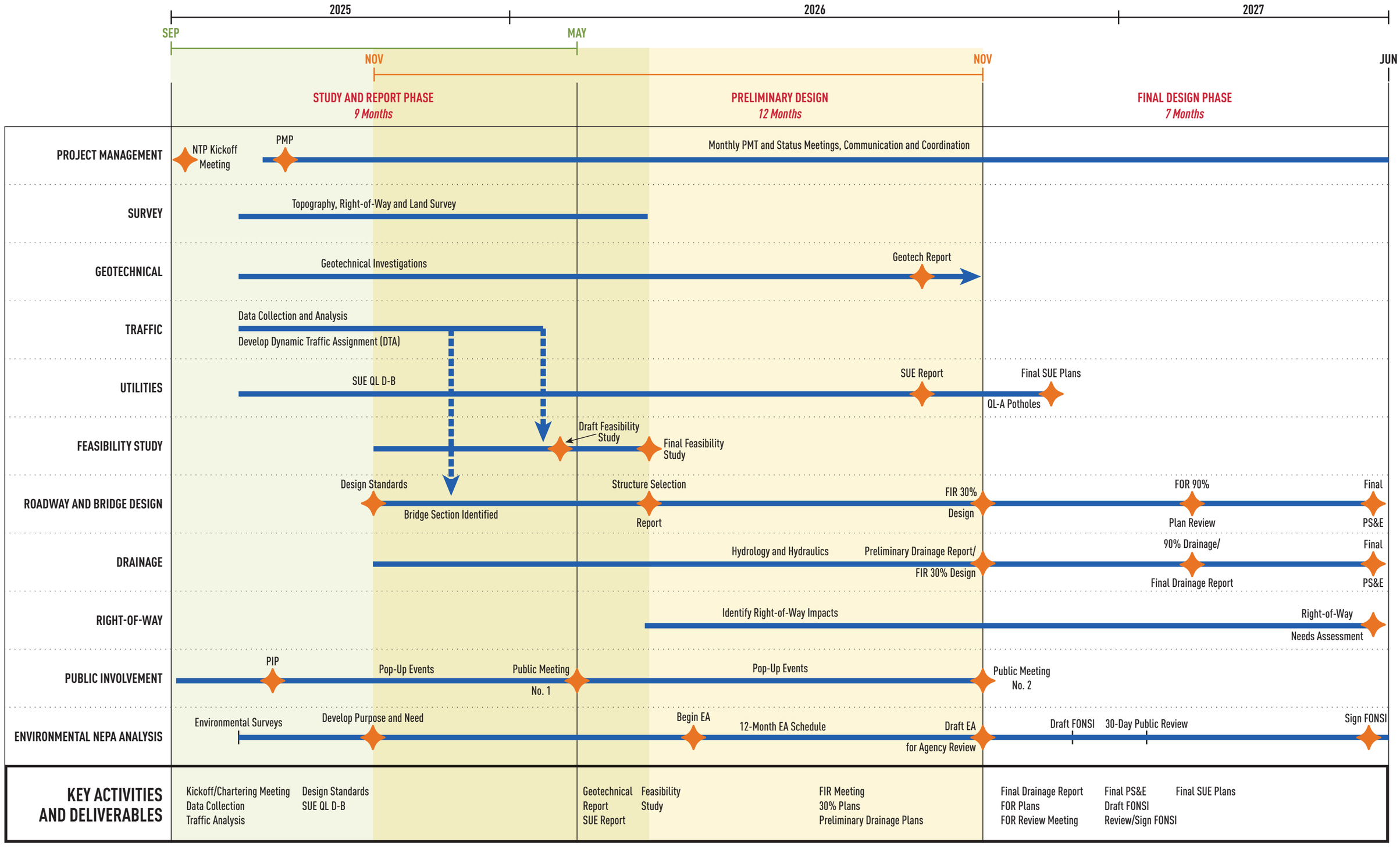
- **STUDY AND REPORT PHASE**
  - 270 days
- **NEPA PHASE**
  - 640 days (365 days for EA)
- **PRELIMINARY DESIGN PHASE**
  - 365 days
- **FINAL DESIGN PHASE**
  - 210 days

## WORKLOAD

We are committed to preserving the availability of the proposed project team throughout the project. This helps maintain the project schedule and ensure quality project deliverables.

Although we are proposing some of the same staff working on the Sun Mountain extension and Bus Stops rehabilitation project for continuity and efficiency, we will draw upon Bolton & Menk's professional and technical staff of more than 1,050 members, as needed. Based on these assignments, resources, and strategies, we are confident you will be fully satisfied with our project staffing and availability.

The Bolton & Menk team will be concurrently delivering final designs for the Sun Mountain Boulevard extension and the design of west side bus stops. We have assessed how these schedules will interact and have concluded that the early phase activities for the 24th Street bridge and downtown corridor work will use a different and independent staff from the other set of projects. Thus, our team can easily accommodate both efforts within targeted delivery timeframes.


2025
2026
2027
SEP
MAY
NOV
NOV
JUN
STUDY AND REPORT PHASE
9 Months
PRELIMINARY DESIGN
12 Months
FINAL DESIGN PHASE
7 Months
PROJECT MANAGEMENT
NTP Kickoff Meeting
PMP
Monthly PMT and Status Meetings, Communication and Coordination
SURVEY
Topography, Right-of-Way and Land Survey
GEOTECHNICAL
Geotechnical Investigations
Geotech Report
TRAFFIC
Data Collection and Analysis
Develop Dynamic Traffic Assignment (DTA)
UTILITIES
SUE QL D-B
SUE Report
Final SUE Plans
QL-A Potholes
FEASIBILITY STUDY
Draft Feasibility Study
Final Feasibility Study
ROADWAY AND BRIDGE DESIGN
Design Standards
Bridge Section Identified
Structure Selection
Report
FIR 30% Design
FOR 90% Plan Review
Final PS&E
DRAINAGE
Hydrology and Hydraulics
Preliminary Drainage Report/ FIR 30% Design
90% Drainage/ Final Drainage Report
Final PS&E
RIGHT-OF-WAY
Identify Right-of-Way Impacts
Right-of-Way Needs Assessment
PUBLIC INVOLVEMENT
PIP
Pop-Up Events
Public Meeting No. 1
Pop-Up Events
Public Meeting No. 2
ENVIRONMENTAL NEPA ANALYSIS
Environmental Surveys
Develop Purpose and Need
Begin EA
12-Month EA Schedule
Draft EA for Agency Review
Draft FONSI
30-Day Public Review
Sign FONSI
KEY ACTIVITIES AND DELIVERABLES
Kickoff/Chartering Meeting
Data Collection
Traffic Analysis
Design Standards
SUE QL D-B
Geotechnical Report
SUE Report
Feasibility Study
FIR Meeting
30% Plans
Preliminary Drainage Plans
Final Drainage Report
FOR Plans
FOR Review Meeting
Final PS&E
Draft FONSI
Review/Sign FONSI
Final SUE Plans

# Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Consultant's Response to Request for Proposal dated August 7, 2025, Submittal Summary page 2 and Statement of Qualifications, Pages 4 – 11

# SUBCONSULTANTS

## PINYON ENVIRONMENTAL, INC.

### ENVIRONMENTAL SERVICES AND DOCUMENTATION

Pinyon is a full-service environmental consulting firm headquartered in Lakewood, Colorado. Since 1993, Pinyon has served clients throughout the United States with integrity, ethical practices, and technical excellence. The firm employs approximately 100 (75 based in Colorado) engineers, biologists, environmental scientists, planners, cultural resource specialists, technicians, National Environmental Policy Act (NEPA) specialists, certified Institute for Sustainable Infrastructure (ISI) Envision Sustainability Professionals (ENV SPs), and administrative staff. **Pinyon routinely leads successful NEPA processes for the largest projects throughout the State of Colorado, including the Sun Mountain and Bus Stop component of the RAISE Grant.**

## NORTHSTAR ENGINEERING AND SURVEYING, INC.

### SURVEY AND UTILITY DESIGN

NorthStar Engineering and Surveying, Inc. is a privately owned, full service civil engineering and surveying firm located in Pueblo, Colorado. NorthStar was created 27 years ago with the purchase of KLH Engineering of Pueblo, Inc. NorthStar and its predecessor firms have been providing quality engineering, design, consulting, and surveying services in Colorado continually since 1939. The firm's highly competent staff of engineers, surveyors, computer designers, and construction inspectors comprise a team of total project services from initial master planning, surveying, and analysis through final design, construction management, and construction surveys. **NorthStar has a deep understanding of this project area through work for the Pikes Peak Park and Sun Mountain project along with countless other projects in this area of Pueblo.**

## VIVID ENGINEERING GROUP

### GEOTECHNICAL ENGINEERING

VIVID Engineering Group, Inc. provides geotechnical, geologic, environmental, and construction support services focused on transportation, water, energy, utility, government, and commercial market sectors. They are currently comprised of four principal owners and 70 additional staff (five of which are licensed professional engineers in the State of Colorado) who have significant experience in providing their core services. **As a local Pueblo firm, Vivid is prepared to rapidly respond and serve this project with responsiveness and quality work - similar to how they have performed on the Sun Mountain project.**

## CHICKENANGO MARKETING SOLUTIONS

### PUBLIC OUTREACH

Founded in 2018, Chickenango has gained the trust of DOTs and local government clients through our cost conscious public involvement solutions. They work hard to earn trust and gain informed consent within each community they serve. Chickenango specializes in providing public information on construction projects along the Front Range and across the state. They provide consistent communications in a timely manner to the public and project stakeholders which educates the public on the project benefits. They coordinate with local agencies and CDOT, along with the entire project team to craft their messaging to relay impacts to the traveling public and safety for the duration of the project. **Chickenango is a Women-Owned Certified DBE/MWBE/SBE/ESB and is currently providing public involvement services for the Sun Mountain and Bus Stop project.**

## THEOREM DESIGN GROUP, INC.

### BRIDGE SUPPORT, DRAINAGE

Theorem Design Group, Inc. was founded in late 2021 to serve the Colorado transportation design marketplace by providing roadway, drainage, structural engineering, and project management services. Theorem's engineers have been performing design and management of transportation structures for more than 25 years and almost exclusively in Colorado. They have designed a wide variety of bridges ranging from 2000+ foot-long highway viaducts to ultrathin 28-foot precast slabs over creeks and are familiar with all modern structural design methodologies. **Theorem's engineers have performed independent design checks on more than 15 bridges and performed design services on more than 81 bridges adhering to FHWA/CDOT processes.**

## COLLIERS ENGINEERING & DESIGN

### SUBSURFACE UTILITY ENGINEERING (SUE)

Driven by a national focus to upgrade and protect our communities and utility infrastructure, Colliers Engineering & Design has created a team consisting of licensed engineers, surveyors, and utility specialists required to perform the services needed to develop and sustain both public and private communities. Colliers SUE professionals are very involved with standards development and industry groups including; the Utility Engineering & Surveying Institute (UESI), where their team members serve on multiple national committees to improve standards and practices, and the SUE Association, where our experts serve in leadership roles to advance understanding and using the SUE process. **Bolton & Menk successfully partnered with Colliers for SUE services on a large and fast-paced project in Northern Colorado.**




# STATEMENT OF QUALIFICATIONS

## PERSONNEL

Bolton & Menk has assembled a highly-motivated and experienced group of professionals for the 24th Street Bridge and Downtown Corridor project. Our team values and understands the importance of achieving a vision that can be supported by stakeholders and efficiently implemented.

Our team project manager, John Holzwarth, will be supported by a deep and experienced staff of transportation engineering professionals. In addition to Bolton & Menk, our team includes staff from Theorem for added technical expertise and horsepower. We will work interdependently to build synergy for a successful solution.

We have provided detailed descriptions of experience related to this project for key personnel. These individuals have track records of successful projects and, just as importantly, are enthusiastic and committed to meeting and exceeding your expectations.

As a true project partner, we consistently go above and beyond contract requirements to ensure project success. We are structured to ensure constant collaboration and communication among work groups.

*Transforming Westside Communities Through Connections and Access*

city of PUEBLO colorado

**WESTSIDE IMPROVEMENTS**

**External Stakeholders**
PACOG, FHWA, BNSF

**Coordinate with Other Projects**
Sun Mountain • Pikes Peak Park
Norwich Storm Sewer and Ponds

**Sarah Zarzecki, PE**
Deputy Project Manager and QA/QC

**John Holzwarth, PE**
Project Manager

**Eric Johnson, PE**
Principal-in-Charge

**24TH STREET BRIDGE**

**Ryan Evans, PE, SE**
Structural Lead and BNSF Railroad Coordination

**Matt Gilbert, PE**
Structure Selection Report and QA/QC

**Alec Lorenz, EIT**
Bridge Load Rating and Retaining Wall Design

**John Reyant**
Senior Bridge Technician

**Andy Pelikan, PE, SE**
Bridge Design Engineer

**DOWNTOWN CORRIDOR STUDY AND DESIGN**

**Ross Tillman, PE**
Study Lead

**Chris Braband, PE**
Conceptual Design

**Andrew Babb, PE, AICP**
Transportation Planner

**Jason Freitas, PE**
Traffic Engineering and Safety

**Connor Cox**
Active Transportation Planner

**EFFICIENT USE OF STAFF ACROSS PROJECT COMPONENTS**

**Chris Lowry**
Design Technician

**Wes Boggs, PE**
Roadway Design

**Jeb Sloan, PE**
Drainage Design

**Mike Cuppy, PE, PLS**
Utility Design

**ADDITIONAL SUPPORT SERVICES**

**Public Outreach**
Charlotee Norville
Jennifer McPherson

**Utility Coordination/SUE**
Sheresa Lehockey, EIT
Steven Wheeler, PE

**Land Survey**
Mike Cuppy, PE, PLS

**Geotechnical Engineering**
Bill Barreire, PE

**Funding Specialist**
Ashley Hudson, AICP

**NEPA**
Jillian Mauer
Sean Fallon, MA
Amy Kennedy, ENV SP

Bolton & Menk | Vivid | Theorem | Pinyon Environmental | NorthStar Engineering | Colliers | Chickenango

**MODERNIZE | CONNECT | QUALITY OF LIFE**

**TOTAL RAISE GRANT SYNERGY AND EFFICIENCY**



AVAILABILITY: 50%

# JOHN HOLZWARTH, PE

## PROJECT MANAGER

**John will serve as your primary point of contact for coordination, assignments, billings, and general contract administration. He has the qualifications, experience, motivation, and work ethic to effectively manage and coordinate each task and is supported by a team with significant technical expertise. John will build on the current work being delivered for the other components of the RAISE Grant to guide an efficient and effective team performance that meets all FHWA commitments.**

John is a highly experienced business leader in infrastructure development and delivery based in our Denver location. His expertise ranges across the consulting industry, from serving as project manager and principal-in-charge on large transportation projects through developing teams and business operations in growth markets. John has progressively grown his management, leadership, and delivery skills by serving clients and internal teams to deliver excellence in all aspects of the industry. John is passionate about creating positive change through infrastructure and planning for our client communities.

### 83rd Avenue and 4th Street Improvements, Greeley, CO

John is serving as project manager for this roadway widening and intersection improvement project in Greeley. Bolton & Menk is using the Greeley on the Go plan to incorporate roadway widening, a separated bicycle and pedestrian pathway, a closed drainage system, and a peanut-shaped roundabout at the intersection of 83rd Avenue and 4th Street that accounts for planned housing development on the southwest quadrant of the intersection.

### Poudre River Ranch Detention Ponds, Greeley, CO

John is serving as project manager for this stormwater improvement project within the Poudre Ranch Neighborhood and surrounding areas. Our team is designing five separate stormwater detention ponds that will alleviate flooding that occurs with extreme rainfall events. We are coordinating design efforts between this stormwater project and the 4th Street widening so that each project accommodates the designs from the adjacent project.

### North Vista Highlands Development, Pueblo, CO*

John served as project manager for a bridge study of Fountain Creek, traffic study, and roadway and drainage design projects within the North Vista Highlands development for Jevin Investments. The bridge study developed concept designs for connecting the new development across Fountain Creek; the traffic study evaluated timing for when the growth within the development would drive the need for the new bridge; and the roadway and drainage designs were within the development subdivisions.

### I-25 PEL from Monument to C-470, CDOT*

John served as principal-in-charge for this 30-mile planning and environmental linkages study. Segment from Monument to Castle Rock was implemented as a fast track construction management/general contractor (CM/GC) managed lanes/roadway widening project.

### West Colorado Avenue Improvement CM, El Paso County, CO*

John served as principal-in-charge for this roadway improvement project on the west side of the City of Colorado Springs. Known as “no-mans land”, this one-mile section of Colorado Avenue was under the jurisdiction of El Paso County, City of Colorado Springs, and City of Manitou Springs. John led the team provided construction management services.

### Academy Boulevard Great Streets, Colorado Springs, CO*

John served as project manager for this six-mile segment of South Academy Boulevard. The project produced a report that served as a roadmap for improvements to revitalize this deteriorating stretch of the city. Improvement components included multimodal elements, transit, and roadway considerations.

**While with a previous firm*



AVAILABILITY: 25%

# ERIC JOHNSON, PE

## PRINCIPAL-IN-CHARGE

**Eric will work closely with John to manage budget and project resources. He has a proven track record of working with local agencies to deliver large and often times un/under-funded projects through a collaborative approach. Eric specializes in positioning projects to secure outside funding and implementing a strategy to achieve the vision.**

A transportation engineer since 1999, Eric manages projects for numerous city, county, and state clients. He turns ideas and problems into a vision all stakeholders can support. He has developed a solid understanding of funding opportunities and provides support internally and externally to make projects happen. Eric enjoys developing innovative solutions that can be funded and built. He has experience in leading roadway design efforts, including conceptual designs and geometric layouts of complex intersections and corridors.

### TH 10 Access Planning Study, MnDOT

Together, MnDOT Metro, Anoka County, and Bolton & Menk completed a corridor study that challenged the status quo that has redefined the way corridor planning is completed and transformed the TH 10 corridor. Eric was the project manager and chief inventor of developing a new approach to corridor planning that would result in the project partners finally having a shared framework that has led to significant investment and change. He provided effective leadership for all partners to understand the problem and recognize the price of inaction, which opened the path to develop incremental solutions that all parties could accept and realize. Eric continued his management and today, the $80 million Anoka segment is bustling with travelers.

### Highway 25 Area PEL Study, Wright and Sherburne Counties, MN

Wright and Sherburne Counties are studying potential improvements to the Highway 25 corridor between I-94 and US 10. This corridor is heavily-trafficked as one of few Mississippi River crossings between the Twin Cities Metro Area and the recreational areas to the northwest. Bolton & Menk is undertaking a PEL plan, a Federal Highway Administration (FHWA) environmental document that will consider traffic needs, environmental constraints, public input, and other considerations. Eric led concept development for this study.

### Arboretum Area Transportation Study, Carver County, MN

This project was a system study to develop a vision in a major growth area of Carver County, which had recently passed a transportation sales tax that identified significant investment in this part of the county. Eric was the project manager to bring the Cities of Chaska, Chanhassen, and Victoria; the University of Minnesota; the Minnesota Landscape Arboretum; MnDOT Metro; and Carver County to identify a long-term vision for five major roadways that could be implemented over the next 20 years. Eric provided effective leadership for all partners to embrace a 20-year vision, which required significant agency and public engagement, resulting in a $200 million vision that will be implemented over the next 20 years. Improvements include a partial displaced left at TH 5 and TH 41 and nearly a half-mile long bridge over Lake Minnewashta.

### US Highway 169 and CSAH 4 Interchange Construction Services, Sherburne County, MN

The US Highway 169 and CSAH 4 Interchange Construction Services project aims to enhance safety and mobility by reconstructing approximately one mile of TH 169, replacing the existing signalized intersection with a diamond interchange, and installing roundabouts at key intersections. Bolton & Menk's extensive experience in construction administration, inspection, and documentation services ensures high-quality construction projects, including geotechnical mitigation, contaminated soil monitoring, utility relocations, and coordination with external agencies. Eric served as principal-in-charge on the project.



AVAILABILITY: 50%

# ROSS TILLMAN, PE

## DOWNTOWN CORRIDOR STUDY LEAD

**Ross will lead the Study and Report Phase. He has a proven work history completing studies for clients that lead to built projects shortly thereafter by emphasizing balance between innovation, creativity, and feasibility/real constraints.**

Ross is a principal transportation engineer who started his career in 2010 and manages projects for a variety of clients, ranging from studies through project delivery. His technical experience is rooted in traffic engineering and conceptual design and includes planning, safety analysis, corridor studies, system analysis, and intersection analysis. Ross is an effective communicator and manages projects through consistent collaboration and partnership. He successfully pairs his technical expertise with management skills and leads projects using a true team approach that brings the consultant team, client, and other stakeholders together to create a successful end product.

### 35th Avenue Conceptual Design (F Street to O Street), Greeley, CO

Ross served as the project manager to support the city in developing a vision for 35th Avenue from F Street to O Street on the north side of the city. The project involved right-sizing the future roadway footprint based on the balance of accommodating planned growth as well as safe multimodal access to the Poudre River trail and associated amenities accessed from 35th Avenue. The project included traffic forecasting and operational analysis of roundabout intersections, pedestrian crossing analysis for the river trail crossing, stormwater analysis to manage multiple irrigation ditches, roadway stormwater flows, and local ponding, conceptual design, and cost estimating.

### Lookout Drive Corridor Study, Mankato/North Mankato Area Planning Organization

Ross served as project manager for the team to complete a corridor study along a four-mile segment of a major corridor in the City of North Mankato. Traffic analysis included the development of 13 hour traffic simulation models to best understand how investments can impact traffic conditions throughout an entire day.

### Arboretum Area Transportation Study, Carver County, MN

This subarea study focused on identifying a vision for Highway 5 and the surrounding county highways in the Cities of Chaska, Chanhassen, and Victoria near the Minnesota Landscape Arboretum. Ross was responsible for traffic modeling and concept design for 12 miles of corridors, including expansion projects, signalizing intersections, adding roundabouts, two- to three-lane conversions, and building alternative intersections. He also led the traffic analysis for the interchange improvements at TH 14/CSAH 57. The project included converting two side-street stop ramp terminals to roundabouts. He analyzed the roundabouts as well as scenarios for adding and dropping lanes where the roadway previously changed from a four- to two-lane facility.

### Highway 10 Ramsey Gateway, Anoka County, MN

Ross led the traffic analysis for this freeway conversion project. His work involved confirming and refining intersection control for the concepts developed in the previous city-led study. Modeling included the use of VISSIM, Arcady, and Synchro/SimTraffic to accurately screen ideas and model improvements to both the freeway and arterials, which included four roundabouts.

### Warren Street Corridor Study, Mankato/North Mankato Area Planning Organization

As a link between downtown and the Minnesota State University, Mankato campus, Warren Street needed to become a more multimodal corridor. As project manager, Ross worked with the city and MAPO to gather public input, identify issues and opportunities, and recommend a preferred alternative. The project identified a corridor vision that contained a four- to three-lane conversion and dedicated bike facilities, as well as improved pedestrian areas along most of the corridor.



AVAILABILITY: 70%

# SARAH ZARZECKI, PE

## DEPUTY PROJECT MANAGER AND QA/QC

**Sarah will assist John in managing the project and actively lead and coordinate the multidisciplinary team to deliver the ultimate design for the new bridge and downtown corridor improvements.**

Sarah is a senior project manager and transportation engineer who began her career in 2007. She has been responsible for the design of numerous multi-disciplinary transportation design projects throughout Colorado. Sarah brings a wide variety of technical and managerial experience to any project team. She has been involved in the planning and design of bicycle & pedestrian facilities, highways, arterial roadways, intersections, and interchanges from the conceptual level through final design and construction, including utility coordination and public outreach. Sarah is passionate about executing projects in a collaborative way, working through the unique challenges of each project, determining what is important for all stakeholders, and implementing the best solution.

### Sun Mountain Boulevard & Bus Stop Improvements Project, Pueblo, CO

Sarah is leading the development of stormwater designs for the Sun Mountain Boulevard extension, including the major drainageway crossing of the Wildhorse Creek tributary, as well as leading the team designing 25 bus stop rehabilitations. This work is part of the Federal RAISE grant awarded to the City of Pueblo in 2022.

### Kings Valley, Colorado Department of Transportation Region 1, CO

The US-285 and Kings Valley Drive Intersection Improvement Project involved conversion of the full-movement intersection to a grade separated interchange. Improvements included realignment of Kings Valley Drive and the associated frontage roads to accommodate a single-span bridge over US-285. Sarah led the conceptual alternatives analysis and preliminary and final design which included highway design, bridge and wall engineering, traffic analysis, traffic engineering, drainage engineering, environmental services, utility coordination, ROW, environmental and renderings for this $70M interchange.

### Fifth Street Improvements Project, Town of Castle Rock, CO

Fifth Street serves as a major collector that connects the east side of Castle Rock to downtown and I-25. The project consists of capacity, safety, and mobility improvements including widening the roadway to a cohesive four-lane corridor, intersection analysis, roundabouts, bike lanes, sidewalk, and several large retaining walls along the 1.2 mile corridor. As the project progressed, it was phased into two separate advertisement packages to meet Town funding requirements. This project had CDOT oversight obtaining CDOT Local Agency Clearances. Sarah served as project manager and public information liaison for the project.

### I-25 Gap, Colorado Department of Transportation Regions 1 & 2, CO

The 18-mile I-25 South Gap project between Castle Rock and Monument added a third lane and shoulders while also correcting sub-standard horizontal curves. The project also included replacement of four interchanges and additional structures over the drainage features, railroad lines, and providing wildlife crossing opportunities. Sarah served as the utility coordination project manager responsible for obtaining utility coordination for this faced paced project. The project delivery method of CM/GC required the relocation and clearance documentation to be provided in four separate packages. Relocations were required for overhead and underground electric, telecommunication and fiber optics, high-pressure and low-pressure gas, and sanitary lines. The project also required multiple new electrical sources for traffic, ITS, and lighting needs of the project.



AVAILABILITY: 70%

# RYAN EVANS, PE, SE

## STRUCTURAL LEAD AND BNSF RAILROAD COORDINATION

**Ryan will lead bridge and retaining wall design. He will be a direct and single point of contact for coordination with BSNF.**

Ryan is a structural project manager who began his career in 2008. He is responsible for the design and preparation of preliminary and final construction plans for structural engineering projects. These projects range from highway bridges, retaining walls, and other infrastructure to bridge/structure rehabilitation, load rating, inspection, and performance monitoring. Ryan is a FHWA qualified bridge safety inspection team leader as well as a certified remote pilot, providing various UAV/drone services for projects. He has an expert-level understanding of structural behavior and is proficient with a variety of structural design and analysis software, including Leap OpenBridge Designer (Conspan/RCPier), MDX, AASHTOWARE BrR, STAAD.Pro, FB-MultiPier, MATHCAD, and spColumn. Ryan began his structural engineering career in 2007 as a lab and research assistant at Iowa State University.

### US 34 Underpass at 15th Avenue Ct, Greeley, CO

Ryan is serving as the structural design lead and engineer of record (EOR) for the project that will construct a pedestrian underpass below US 34. The project includes using an innovative approach to minimizing construction footprint and traffic impacts via top down drilled shaft construction methods with precast elements.

### Highway 10/169 Improvements, City of Anoka, MN Bridge No. 02056, 02055, 02054, 02547 (over BNSF RR)

Ryan was the bridge design lead and EOR for the bridge concept development, preliminary plan development and final design, specifications, and load rating of three primary highway system bridges carrying US 10 through Anoka, as well as retrofitting and rehabilitating a bridge over the BNSF railroad just north of TH 10.

### Highway 10 Ramsey Gateway, Anoka County, MN Bridge No. 02061, 02062, 02591, 02592 (over BNSF RR)

Ryan led bridge design and BNSF RR coordination efforts for the grade separation of US 10 through Ramsey. He was EOR for all four bridges, all 19 retaining walls, six OH sign structures. He was heavily involved throughout the project through initial bridge concept design, significant BNSF railroad coordination, development of preliminary bridge plans, and final bridge and roadway structural plans. The two railroad crossing bridges were designed as tall semi-integral abutments on spread foundations and required special-design CIP retaining walls abutting them due to the significant height. The team delivered this massive and aggressively scheduled project on time and under budget. At $99 million, this project currently holds the record as the largest project let on the MNDOT Highway system led by a local agency.

### CSAH 49 Bridge No. 6228 and 62627 - Redeck and Rehabilitation, Ramsey County, MN

For more than two years, Ramsey County and the City of Saint Paul have worked with agency partners and the Bolton & Menk team to facilitate a community-driven vision for Rice Street in order to reimagine the design, use, and impacts of the corridor. This particular 1.7-mile stretch of county road revitalization encompasses two railroad bridges over the Burlington Northern Santa Fe Rail lines. We identified total areas of potential deck delamination to determine the magnitude and scale of repair options. Rather than chain dragging, we proposed alternative measures to avoid traffic impacts, thus proving safer means of data collection. Ryan led the structural team's efforts for this project.



AVAILABILITY: 60%

# MATT GILBERT, PE

## STRUCTURE SELECTION REPORT LEAD AND QA/QC

**Matt will lead the development of the Structure Selection Report (SSR) and provide quality control checks, ensuring all technical deliverables meet Pueblo's standards**

Matt is a founding principal at Theorem and has spent the bulk of his career designing or managing bridge projects nearly exclusively in Colorado. He has worked on over 90 bridges in Colorado including more than 77 bridges with federal funding requirements. He has written portions of the CDOT Bridge Design Manual and has followed CDOT/FHWA policies in authoring more than 16 structure selection reports. Matt has also worked on 12 bridges over railroads including the BNSF. Since Matt has worked most of his career in Colorado, he knows the methods local contractors like to use in construction. By integrating this knowledge into the project at all stages of design development, owners see construction costs reduced throughout the process.

**I-25 Trinidad Viaduct Replacement, CDOT Region 2**
Matt was the lead structural engineer for this curved, variable depth, post-tensioned concrete tub girder bridge that won multiple national awards. The bridge had a complex layout to accommodate crossings over several city streets and the BNSF railroad. The design used accelerated bridge construction (ABC) elements including precast deck and girder elements and self-consolidating concrete (SCC). In addition to being the engineer-of-record, he also served in the field overseeing major girder erections, post-tensioning operations, and deck placements.

**SB Santa Fe to EB C470 Flyover, CDOT Region 1**
Matt provided the independent design check and bridge rating check of this curved, spliced concrete tub girder bridge that spans over the BNSF railroad, C470, and Santa Fe Drive. The flyover bridge used several unique elements including girder lid slabs, precast substructure elements, and transversely post-tensioned piercaps.

**Old Ranch Road over Powers Boulevard, CDOT Region 2**
Matt served as the project manager and the lead structural engineer for the design of a new grade separation interchange at the intersection of Old Ranch Road and SH 21 (Powers Blvd) adjacent to Pine Creek High School in Colorado Springs. The project involved the design of a new bridge, which was followed a CDOT/FHWA structure selection process.

**I-70 and Havana Design-Build, CDOT Region 1**
Matt was the lead structural engineer for this design-build project. The project included the replacement of the I-70 bridge over Havana Street, rehabilitation of the I-70 over Peoria Street bridge, and construction of a new cast-in-place slab bridge on sheet pile abutments bridge carrying I-70 over a railroad industrial spur. Matt also assisted with field issues and was on site for sounding the Peoria bridge deck during rehabilitation.

**US285 Federal to Kipling Design Build Project, Denver, Sheridan, and Lakewood, CO; CDOT Region 1**
Matt was the lead structural engineer for this design-build project that included 6 bridge replacements, 7 bridge rehabilitations, multiple retaining walls, and water quality structures. The bridge replacements carrying US285 over Wadsworth included an elaborate utility protection structure to protect a large diameter Denver Water prestressed pipe.



AVAILABILITY: 55%

# JILLIAN MAUER

## NEPA LEAD

**Jillian will lead the NEPA components of the project, ensuring timely completion of these activities per the grant agreement with FHWA. Jillian and Pinyon have experience working directly with FHWA on numerous projects in Colorado.**

Jillian has more than 17 years of experience specializing in environmental permitting and National Environmental Policy Act (NEPA) documentation for transportation and transit projects. She has extensive experience managing Colorado Department of Transportation (CDOT) Categorical Exclusion (CatEx) projects throughout the State and has completed Environmental Assessment (EAs) for large scale projects. Jillian has both managed and completed technical evaluations on projects for numerous NEPA-related resources, including hazardous materials, Section 4(f) (recreation), historic, biological, and wetlands/ Waters of the United States (WUS).

### Colfax Bus Rapid Transit (BRTs) Alternative Analysis/ NEPA Study, City and County of Denver (CCD) and Regional Transportation District (RTD)

Colfax Avenue has the highest bus ridership of any corridor in the Denver Metropolitan Region. The Colfax Avenue BRT Project will provide center-running BRT to increase rider capacity and shorten journey times, resulting in an improved transit rider experience, while also supporting Denver's Vision Zero Action Plan. Jillian was involved in previous planning studies along the corridor, including the Colfax Connection Study which laid the framework for improvements, including the proposed BRT system currently under NEPA evaluation under this project. Pinyon was retained to complete the Federal Transit Administration (FTA) Categorical Exclusion documentation for the project. Jillian served as the environmental project manager for Pinyon, contributing to technical evaluations and leading a team of technical specialists to complete FTA CatEx documentation.

### Federal Boulevard Reconstruction EA, CDOT Region 1

Jillian completed documentation of the Federal Boulevard Reconstruction Project EA and Finding of No Significant Impacts (FONSI). In this capacity, she managed multi-disciplinary teams of specialists to complete technical analysis for various NEPA resources, including biological, environmental justice, hazardous materials, historic, land use, wetlands, water quality, drainage, and transportation. Furthermore, she completed public outreach activities (e.g., attended public meetings, conducted interviews of stakeholders being impacted by the project) and was involved with daily local, state, and federal agency coordination (i.e., CCD, CDOT, and Federal Highway Administration).

### I-70 Exit 203 Interchange, CDOT Region 3

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

# Schedule 5

Federal Highway Administration (FHWA) Requirements

Excerpt from Request for Proposal dated June 10, 2025, Section 9

and Attachments C - D

# 9. FEDERAL HIGHWAY ADMINISTRATION (FHWA) REQUIREMENTS

## 9.1. NONCONSTRUCTION FEDERAL HIGHWAY ADMINISTRATION (FHWA) CONTRACT CLAUSES

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

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

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

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

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

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

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

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

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

9. In any contract utilizing federal funds, land, or other federal aid, the Local Agency shall require the federal- aid recipient or contractor to provide a statement of written assurance that they will comply with Section 504 and not discriminate on the basis of disability.
10. The Uniform Relocation Assistance and Real Property Acquisition Policies Act, as amended (Public Law 91- 646, as amended and Public Law 100-17, 101 Stat. 246-256). (If the contractor is acquiring real property and displacing households or businesses in the performance of the Agreement).
11. The Drug-Free Workplace Act (Public Law 100-690 Title V, subtitle D, 41 USC 701 et seq.)
12. The Age Discrimination Act of 1975, 42 U.S.C. Sections 6101 et. seq. and its implementing regulation, 45
13. C.F.R. Part 91; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, as amended, and implementing regulation 45 C.F.R. Part 84.
14. 23 C.F.R. Part 172, concerning "Administration of Engineering and Design Related Contracts".
15. 23 C.F.R Part 633, concerning "Required Contract Provisions for Federal-Aid Construction Contracts".
16. 23 C.F.R. Part 635, concerning "Construction and Maintenance Provisions".

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

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

to be performed under a subcontract, including procurement of materials or equipment, each potential Subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, sex, mental or physical handicap or national origin.

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

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

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

## 9.2. OMB UNIFORM GUIDANCE FOR FEDERAL PROJECTS

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

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

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice inconspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965,and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract maybe canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

D. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended. Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). If applicable, Contractor agrees to the following:

1. Clean Air Act:

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

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

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

2. Federal Water Pollution Control Act:

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

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

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

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

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

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

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

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

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

    b. Meeting contract performance requirements.

    c. At a reasonable price.

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

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

I. Additional Provisions.

1. Access to Records. The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor

which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.
4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.
5. Changes. The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.
   Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.
6. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.
7. Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contact.

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

**1. Award No.**
693JJ32440495

**2. Effective Date**
See No. 17 Below

**3. Assistance Listings No.**
20.933

**4. Award To**
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Unique Entity Id.: NJK3BNUDRHJ7
TIN No.: 84-6000615

**5. Sponsoring Office**
U.S. Department of Transportation
Federal Highway Administration
Office of Acquisition & Grants Management
1200 New Jersey Avenue, SE
HCFA-32, Mail Drop E62-204
Washington, DC 20590

**6. Period of Performance**
Effective Date of Award – 12/31/2028

**7. Total Amount**

| | |
|---|---|
| Federal Share: | $16,834,725 |
| Recipient Share: | $0 |
| Total: | $16,834,725 |

**8. Type of Agreement**
Grant

**9. Authority**
49 U.S.C. 6702; Infrastructure Investment and Jobs Act (Pub. L. No. 117-58, div. J, Nov. 15, 2021); Consolidated Appropriations Act, 2022 (Pub. L. 117-103, Mar. 15, 2022)

**10. Procurement Request No.**
HOFM240076PR

**11. Federal Funds Obligated**
Base Phase: $5,000,000
Subject to the availability of funds (SAF):
Option Phase 1: $115,000
Option Phase 2: $2,525,600
Option Phase 3: $9,194,125
Total Potential Value: $16,834,725

**12. Submit Payment Requests To**
See Article 13 of the General Terms and Conditions.

**13. Payment Office**
See Article 13 of the General Terms and Conditions.

**14. Accounting and Appropriations Data**
15X0C75E50.2023.070RA05500.7001000000.41010.61006600

**15. Description of Project**
West Side Connector

**RECIPIENT**
**16. Signature of Person Authorized to Sign**

Signed by: 3A85950B7BCA462...
9/10/2024 | 3:49 PM MDT
Signature Date
Name: Heather Graham
Title: Mayor

**FEDERAL HIGHWAY ADMINISTRATION**
**17. Signature of Agreement Officer**

Signature Date
Name: David J. Villalobos
Title: Agreement Officer

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

**U.S. DEPARTMENT OF TRANSPORTATION**

**GRANT AGREEMENT UNDER THE**
**FISCAL YEAR 2022 RAISE GRANT PROGRAM**

This agreement is between the United States Department of Transportation (the "**USDOT**") and the City of Pueblo (the "**Recipient**").

This agreement reflects the selection of the Recipient to receive a RAISE Grant for the West Side Connector project.

If schedule A to this agreement identifies a Designated Subrecipient, that Designated Subrecipient is also a party to this agreement, and the parties want the Designated Subrecipient to carry out the project with the Recipient's assistance and oversight.

The parties therefore agree to the following:

## ARTICLE 1
## GENERAL TERMS AND CONDITIONS.

### 1.1 General Terms and Conditions.

(a) In this agreement, "**General Terms and Conditions**" means the content of the document titled "General Terms and Conditions Under the Fiscal Year 2022 Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program: FHWA Projects," dated October 18, 2022, which is available at https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements. The General Terms and Conditions reference the information contained in the schedules to this agreement. The General Terms and Conditions are part of this agreement.

(b) The Recipient states that it has knowledge of the General Terms and Conditions.

(c) The Recipient acknowledges that the General Terms and Conditions impose obligations on the Recipient and that the Recipient's non-compliance with the General Terms and Conditions may result in remedial action, terminating of the RAISE Grant, disallowing costs incurred for the Project, requiring the Recipient to refund to the USDOT the RAISE Grant, and reporting the non-compliance in the Federal-government-wide integrity and performance system.

## ARTICLE 2
## SPECIAL TERMS AND CONDITIONS.

There are no special terms for this award.

Docusign Envelope ID: 638EEC19-D6DD-4753-A8AF-7CDEE0C3BD0C

# SCHEDULE A
# ADMINISTRATIVE INFORMATION

**1. Application.**

Application Title: Pueblo Westside Connector

Application Date: 04/14/2022

**2. Recipient's Unique Entity Identifier.**

See section 23.3 of the General Terms and Conditions.

**3. Recipient Contact(s).**

Kelly Grisham
Public Works Project Coordinator
City of Pueblo
211 East D Street Pueblo, CO 81003
(719) 553-2254
kgrisham@pueblo.us

**4. Recipient Key Personnel.**

None.

**5. USDOT Project Contact(s).**

David J. Villalobos
Agreement Officer (AO)
Federal Highway Administration
Office of Acquisition and Grants Management
HCFA-40, Mail Stop E65-312
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**6. Payment System.**

USDOT Payment System: DELPHI eInvoicing

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**7. Office for Subaward and Contract Authorization.**

USDOT Office for Subaward and Contract Authorization: FHWA Office of Acquisition and Grants Management

**8. Federal Award Identification Number.**

See section 23.2 of the General Terms and Conditions.

**9. Designated Subrecipient.**

Designated Subrecipient: None.

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# SCHEDULE B
# PROJECT ACTIVITIES

## 1. General Project Description.

This project has three distinct components related to reconnecting the West Side of the City of Pueblo to downtown. In the first component, Spaulding/Sun Mountain Blvd. will be extended from 24th Street to 31st Street and two roundabouts will be constructed on where Spaulding intersects 27th Street and 31st Street. The second component will rehabilitate 70 West Side bus stops to comply with ADA standards. The third component, which will be funded as a planning project component, consists of planning and design for a 24th Street bridge and Downtown Corridor.

## 2. Statement of Work.

Preliminary Engineering

Base Phase:

- Environmental studies and NEPA document preparation
- Engineering design
- Universal Design
- Final design and construction documents

Design includes the Sun Mountain Boulevard extension and West Side bus stops for ADA compliance for later construction under the grant.

This activity also includes the planning for the 24th Street bridge and Downtown Corridor. This entails public engagement, a feasibility study, design, right-of-way needs assessment, and other pre-construction activities but will not result in construction under the grant.

Right of Way Acquisition

Option Phase 1: Easement acquisitions for the West Side Bus Stop Rehabilitation

Construction

Option Phase 2: West Side Bus Stop Rehabilitations – implementation of universal design to reconstruct seventy (70) bus stop locations. Work includes:

- Construction inspection,
- Landing pad installation,
- Shelter erection and seating installation,
- Sidewalk extensions and ADA compliant ramps,
- Solar Lighting,
- Wayfinding Signage, and
- Landscaping.

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Option Phase 3: Sun Mountain Boulevard Extension – roadway construction extension from 24th Street to 31st Street and includes two roundabouts where Sun Mountain Boulevard intersects with 27th Street and 31st Street. Work includes:

- Construction Inspection,
- Construction of approximately 0.7 miles of new roadway,
- Installation of roundabouts at new intersections,
- Installation of ADA compliance non-vehicular infrastructure with ties to existing conditions at new intersections,
- Utilities extensions,
- Lighting,
- Pavement markings and signage, and
- Landscaping.

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# SCHEDULE C
# AWARD DATES AND PROJECT SCHEDULE

## 1. Award Dates.

Budget Period End Date: 12/31/2028

Period of Performance End Date: See section 4.5 of the General Terms and Conditions

## 2. Estimated Project Schedule.

| Milestone | Schedule Date |
|---|---|
| Planned NEPA Completion Date (West Side Bus Stops of Base Phase) | 03/01/2025 |
| Planned NEPA Completion Date (Sun Mountain Boulevard of Base Phase) | 03/01/2025 |
| Planned Right-of-Way Certification Date (West Side Bus Stops of Option Phase 1) | 01/01/2026 |
| Planned Project Completion Date (24th Street bridge and Downtown Corridor of Base Phase) | 06/30/2027 |
| Planned Construction Substantial Completion and Open to Traffic Date (Sun Mountain Boulevard of Option Phase 3) | 06/30/2027 |
| Planned Construction Substantial Completion and Open to Traffic Date (West Side Bus Stops of Option Phase 2) | 09/15/2027 |

## 3. Special Milestone Deadlines.

None.

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# SCHEDULE D
# AWARD AND PROJECT FINANCIAL INFORMATION

**1. Award Amount.**

RAISE Grant Amount: $16,834,725

**2. Federal Obligation Information.**

Federal Obligation Type: Multiple

| Obligations Allocation and Condition Table | | |
|---|---|---|
| **Portion of the Project** | **Allocation from RAISE Grant** | **Obligation Condition** |
| Base Phase: Preliminary Engineering | $5,000,000 | |
| Option Phase 1: Right of Way Acquisition | $115,000 | If the FHWA Colorado Division Office confirms the Recipient has met all the applicable Federal, State, and local requirements. |
| Option Phase 2: West Side Bus Stop Rehabilitations | $2,525,600 | If the FHWA Colorado Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements. |
| Option Phase 3: Sun Mountain Boulevard Extension | $9,194,125 | If the FHWA Colorado Division Office approves the PS&E for the Project and the Recipient has met all the applicable Federal, State, and local requirements. |

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**3. Approved Project Budget.**

**Eligible Project Costs**

| | Base Phase: Preliminary Engineering | Option Phase 1: Right-of-Way | Option Phase 2: Construction- West Side Bus Stop Rehabilitations | Option Phase 3: Construction- Sun Mountain Boulevard Extension | Total |
|---|---|---|---|---|---|
| RAISE Funds: | $5,000,000 | $115,000 | $2,525,600 | $9,194,125 | $16,834,725 |
| Other Federal Funds: | $0 | $0 | $0 | $0 | $0 |
| Non-Federal Funds: | $0 | $0 | $0 | $0 | $0 |
| Total: | $5,000,000 | $115,000 | $2,525,600 | $9,194,125 | $16,834,725 |

**4. Cost Classification Table.**

| Cost Classification | Total Costs | Non-RAISE Previously Incurred Costs | Eligible Costs |
|---|---|---|---|
| Land, structures, rights-of-way, appraisals, etc. | $115,000.00 | $0.00 | **$115,000.00** |
| Architectural and engineering fees | $4,546,500.00 | $0.00 | **$4,546,500.00** |
| Construction | $10,654,295.45 | $0.00 | **$10,654,295.45** |
| Contingency | $1,518,929.55 | $0.00 | **$1,518,929.55** |
| **Project Total** | **$16,834,725.00** | **$0.00** | **$16,834,725.00** |

**5. Approved Pre-award Costs.**

**None.** The USDOT has not approved under this award any pre-award costs under 2 C.F.R. 200.458.

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## SCHEDULE E
## CHANGES FROM APPLICATION

**Scope**: No changes.

**Schedule**: Changes in milestone dates from the application are based on the outcome of discussions between the Recipient and FHWA to determine the best procurement strategies given the various phases of work to be undertaken under this Award. The application also assumed that the IGA would be executed by the end of 2023.

| Milestone | Application Date | Schedule C Date |
|---|---|---|
| Planned NEPA Completion Date<br>(West Side Bus Stops of Base Phase) | N/A - not provided in the application. | 03/01/2025 |
| Planned NEPA Completion Date<br>(Sun Mountain Boulevard of Base Phase) | 12/01/2024 | 03/01/2025 |
| Planned Right-of-Way Certification Date<br>(West Side Bus Stops of Option Phase 1) | N/A – easement needs determined after application submittal. | 01/01/2026 |
| Planned Project Completion Date<br>(24th Street bridge and Downtown Corridor of Base Phase) | 09/30/2026 | 06/30/2027 |
| Planned Construction Substantial Completion and Open to Traffic Date<br>(Sun Mountain Boulevard of Option Phase 3) | 09/30/2026 | 06/30/2027 |
| Planned Construction Substantial Completion and Open to Traffic Date<br>(West Side Bus Stops of Option Phase 2) | 09/30/2026 | 09/15/2027 |

**Budget**: There are no changes from the application total budget to the agreement total budget. However, the agreement budget was adjusted between phases to better reflect current market cost expectations and the inflationary cost impact on material goods and supplies.

**Other:** None.

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# SCHEDULE F
# RAISE PROGRAM DESIGNATIONS

**1. Urban or Rural Designation.**

Urban-Rural Designation: Rural

**2. Capital or Planning Designation.**

Capital-Planning Designation: Capital and Planning

**3. Historically Disadvantaged Community or Area of Persistent Poverty Designation.**

HDC or APP Designation: Yes

**4. Funding Act.**

Funding Act: FY2022

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# SCHEDULE G
# RAISE PERFORMANCE MEASUREMENT INFORMATION

**Study Area:** City of Pueblo West Side

**Baseline Measurement Date:** January 31, 2026

**Baseline Report Date:** March 31, 2026

**Table 1: Performance Measure Table**

| Measure | Category and Description | Measurement Frequency |
|---|---|---|
| Rider Characteristics | Quality of Life<br><br>A mail-back passenger survey distributed to each boarding streetcar passenger on a typical weekday while schools are in session. The specific survey methodology, sample expansion plan and data items require FTA approval prior to implementation, with data items for each surveyed transit rider to include origin-to-destination travel paths, travel purposes, modes of access to (and egress from) transit and socioeconomic characteristics. | Annual |
| Value of Housing or Land | Economic Competitiveness<br>Quality of Life<br><br>From Census data of administrative records, the median assessed value of developed and/or undeveloped parcels in the project impact area, as determined by the grantee with FTA concurrence. | Annual |

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# SCHEDULE H
# CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE IMPACTS

## 1. Consideration of Climate Change and Environmental Justice Impacts.

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| X | The Project directly supports a Local/Regional/State Climate Action Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)* |
| | The Project directly supports a Local/Regional/State Equitable Development Plan that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)* |
| | The Project directly supports a Local/Regional/State Energy Baseline Study that results in lower greenhouse gas emissions. *(Identify the plan in the supporting narrative below.)* |
| | The Recipient or a project partner used environmental justice tools, such as the EJSCREEN, to minimize adverse impacts of the Project on environmental justice communities. *(Identify the tool(s) in the supporting narrative below.)* |
| | The Project supports a modal shift in freight or passenger movement to reduce emissions or reduce induced travel demand. *(Describe that shift in the supporting narrative below.)* |
| | The Project utilizes demand management strategies to reduce congestion, induced travel demand, and greenhouse gas emissions. *(Describe those strategies in the supporting narrative below.)* |
| | The Project incorporates electrification infrastructure, zero-emission vehicle infrastructure, or both. *(Describe the incorporated infrastructure in the supporting narrative below.)* |
| | The Project supports the installation of electric vehicle charging stations. *(Describe that support in the supporting narrative below.)* |
| | The Project promotes energy efficiency. *(Describe how in the supporting narrative below.)* |
| | The Project serves the renewable energy supply chain. *(Describe how in the supporting narrative below.)* |
| | The Project improves disaster preparedness and resiliency *(Describe how in the supporting narrative below.)* |

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| | |
|---|---|
| | The Project avoids adverse environmental impacts to air or water quality, wetlands, and endangered species, such as through reduction in Clean Air Act criteria pollutants and greenhouse gases, improved stormwater management, or improved habitat connectivity. *(Describe how in the supporting narrative below.)* |
| | The Project repairs existing dilapidated or idle infrastructure that is currently causing environmental harm. *(Describe that infrastructure in the supporting narrative below.)* |
| | The Project supports or incorporates the construction of energy- and location-efficient buildings. *(Describe how in the supporting narrative below.)* |
| | The Project includes recycling of materials, use of materials known to reduce or reverse carbon emissions, or both. *(Describe the materials in the supporting narrative below.)* |
| | The Recipient has taken other actions to consider climate change and environmental justice impacts of the Project. *(Describe those actions in the supporting narrative below.)* |
| | The Recipient has not yet taken actions to consider climate change and environmental justice impacts of the Project but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)* |
| | The Recipient has not taken actions to consider climate change and environmental justice impacts of the Project and will not take those actions under this award. |

**2. Supporting Narrative.**

The project directly supports the Colorado Climate Plan adopted in 2015 that addresses greenhouse gas emission reductions and impacts of climate change. The plan specifically calls for the promotion of utilizing multi-modal transportation options including increased use of bicycles, car-pooling, walking, and rapid transit. The project will improve access to multi-modal transportation facilities by constructing new bus stops as well as other bicycle- and pedestrian-specific improvements.

The project also directly supports the 2045 Statewide Transportation Plan which places a strong emphasis on mobility and economic equality. Specifically, the project constructs (and/or designs) improvements that will help local residents overcome long-standing physical and economic barriers to effective and efficient transportation options.

The project will reduce greenhouse gases by shortening routes for commuters by constructing Sun Mountain. New bus stops constructed on the City's west side will also increase access to public transportation; thereby reducing the amount of passenger

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vehicle trips. In addition, upon construction of the 24th Street Bridge, which will be designed through this project, total distance traveled will be reduced, further reducing greenhouse gas emissions. The City will consider climate change and environmental justice impacts of the project through completion of a NEPA evaluation that considers these and other project impacts.

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# SCHEDULE I
# RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

## 1. Efforts to Improve Racial Equity and Reduce Barriers to Opportunity.

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | A racial equity impact analysis has been completed for the Project. *(Identify a report on that analysis or, if no report was produced, describe the analysis and its results in the supporting narrative below.)* |
| | The Recipient or a project partner has adopted an equity and inclusion program/plan or has otherwise instituted equity-focused policies related to project procurement, material sourcing, construction, inspection, hiring, or other activities designed to ensure racial equity in the overall delivery and implementation of the Project. *(Identify the relevant programs, plans, or policies in the supporting narrative below.)* |
| X | The Project includes physical-barrier-mitigating land bridges, caps, lids, linear parks, and multimodal mobility investments that either redress past barriers to opportunity or that proactively create new connections and opportunities for underserved communities that are underserved by transportation. *(Identify the relevant investments in the supporting narrative below.)* |
| X | The Project includes new or improved walking, biking, and rolling access for individuals with disabilities, especially access that reverses the disproportional impacts of crashes on people of color and mitigates neighborhood bifurcation. *(Identify the new or improved access in the supporting narrative below.)* |
| | The Project includes new or improved freight access to underserved communities to increase access to goods and job opportunities for those underserved communities. *(Identify the new or improved access in the supporting narrative below.)* |
| | The Recipient has taken other actions related to the Project to improve racial equity and reduce barriers to opportunity. *(Describe those actions in the supporting narrative below.)* |
| | The Recipient has not yet taken actions related to the Project to improve racial equity and reduce barriers to opportunity but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)* |
| | The Recipient has not taken actions related to the Project to improve racial equity and reduce barriers to opportunity and will not take those actions under this award. |

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**2. Supporting Narrative.**

The project includes the planning, design, and right-of-way acquisition for new infrastructure that mitigates existing physical barriers to effective transportation for the City's west side residents (primarily Wildhorse Creek and the existing railroad tracks that separate west side residents from the City's downtown area). Specific project elements include the construction of new roadway (i.e., Sun Mountain Boulevard) together with features that enhance multimodal transportation access including sidewalks, bicycle lanes, public transit stops, and trail connections.

Specifically, the project will construct a new roadway that includes a significant arroyo crossing which inhibits vehicular, bicycle and pedestrian travel. The project includes the construction of a culvert to span this crossing, improving the transportation connectivity for all road users.

All improvements will be constructed to meet ADA accessibility standards including sidewalks, curb ramps, and bus stops.

The City of Pueblo Public Works Department has also adopted a Title VI compliance plan, which assures equal public access to public works services and the benefits of capital improvement projects across the City. The Title VI plan is available online at City of Pueblo Public Works Department Title VI Compliance Plan.

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# SCHEDULE J
# LABOR AND WORK

## 1. Efforts to Support Good-Paying Jobs and Strong Labor Standards

The Recipient states that rows marked with "X" in the following table are accurate:

| | |
|---|---|
| | The Recipient or a project partner has adopted the use of project labor agreements in the overall delivery and implementation of the Project. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)* |
| | The Recipient or a project partner has adopted the use of local and economic hiring preferences in the overall delivery and implementation of the Project, subject to all applicable State and local laws, policies, and procedures. *(Describe the relevant provisions in the supporting narrative below.)* |
| | The Recipient or a project partner has adopted the use of registered apprenticeships in the overall delivery and implementation of the Project. *(Describe the use of registered apprenticeship in the supporting narrative below.)* |
| | The Recipient or a project partner will provide training and placement programs for underrepresented workers in the overall delivery and implementation of the Project. *(Describe the training programs in the supporting narrative below.)* |
| X | The Recipient or a project partner will support free and fair choice to join a union in the overall delivery and implementation of the Project by investing in workforce development services offered by labor-management training partnerships or setting expectations for contractors to develop labor-management training programs. *(Describe the workforce development services offered by labor-management training partnerships in the supporting narrative below.)* |
| | The Recipient or a project partner will provide supportive services and cash assistance to address systemic barriers to employment to be able to participate and thrive in training and employment, including childcare, emergency cash assistance for items such as tools, work clothing, application fees and other costs of apprenticeship or required pre-employment training, transportation and travel to training and work sites, and services aimed at helping to retain underrepresented groups like mentoring, support groups, and peer networking. *(Describe the supportive services and/or cash assistance provided to trainees and employees in the supporting narrative below.)* |
| | The Recipient or a project partner has documented agreements or ordinances in place to hire from certain workforce programs that serve underrepresented groups. *(Identify the relevant agreements and describe the scope of activities they cover in the supporting narrative below.)* |

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| | |
|---|---|
| | The Recipient or a project partner participates in a State/Regional/Local comprehensive plan to promote equal opportunity, including removing barriers to hire and preventing harassment on work sites, and that plan demonstrates action to create an inclusive environment with a commitment to equal opportunity, including:<br>a. affirmative efforts to remove barriers to equal employment opportunity above and beyond complying with Federal law;<br>b. proactive partnerships with the U.S. Department of Labor's Office of Federal Contract Compliance Programs to promote compliance with EO 11246 Equal Employment Opportunity requirements;<br>c. no discriminatory use of criminal background screens and affirmative steps to recruit and include those with former justice involvement, in accordance with the Fair Chance Act and equal opportunity requirements;<br>d. efforts to prevent harassment based on race, color, religion, sex, sexual orientation, gender identity, and national origin;<br>e. training on anti-harassment and third-party reporting procedures covering employees and contractors; and<br>f. maintaining robust anti-retaliation measures covering employees and contractors.<br>*(Describe the equal opportunity plan in the supporting narrative below.)* |
| | The Recipient has taken other actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards. *(Describe those actions in the supporting narrative below.)* |
| | The Recipient has not yet taken actions related to the Project to create good-paying jobs with the free and fair choice to join a union and incorporate strong labor standards but, before beginning construction of the Project, will take relevant actions described in schedule B. *(Identify the relevant actions from schedule B in the supporting narrative below.)* |
| | The Recipient has not taken actions related to the Project to improving good-paying jobs and strong labor standards and will not take those actions under this award. |

**2. Supporting Narrative.**

The project includes a variety of planning, design, and construction activities that will be undertaken by professionals and tradespeople. The work will create good-paying jobs, with the free and fair choice to join a union which advocates for strong labor standards for its members.

The City will require selected contractors to participate in relevant workforce development and labor-management partnership training opportunities using resources

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available through the U.S. Small Business Administration, U.S. Department of Labor, the Colorado Workforce Development Center, and other entities.

**U.S. DEPARTMENT OF TRANSPORTATION**

**EXHIBITS TO FHWA GRANT AGREEMENTS UNDER THE FISCAL YEAR 2022 RAISE GRANT PROGRAM**

**OCTOBER 18, 2022**

## EXHIBIT A
## APPLICABLE FEDERAL LAWS AND REGULATIONS

By entering into this agreement for a FY 2022 RAISE Grant, the Recipient assures and certifies, with respect to this Grant, that 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 Project. Performance under this agreement shall be governed by and in compliance with the following requirements, as applicable, to the type of organization of the Recipient and any applicable sub-recipients. The applicable provisions to this agreement include, but are not limited to, the following:

**General Federal Legislation**

a. Davis-Bacon Act – 40 U.S.C. 3141, et seq., as applicable under 23 U.S.C. 113
b. Federal Fair Labor Standards Act – 29 U.S.C. 201, et seq.
c. Hatch Act – 5 U.S.C. 1501, et seq.
d. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 – 42 U.S.C. 4601, et seq.
e. National Historic Preservation Act of 1966 - Section 106 – 54 U.S.C. 306108
f. Archeological and Historic Preservation Act of 1974 – 54 U.S.C. 312501, et seq.
g. Native American Graves Protection and Repatriation Act – 25 U.S.C. 3001, et seq.
h. Clean Air Act, P.L. 90-148, as amended – 42 U.S.C. 7401, et seq.
i. Section 404 of the Clean Water Act, as amended – 33 U.S.C. 1344
j. Section 7 of the Endangered Species Act, P.L. 93-205, as amended – 16 U.S.C. 1536
k. Coastal Zone Management Act, P.L. 92-583, as amended – 16 U.S.C. 1451, et seq.
l. Flood Disaster Protection Act of 1973 - Section 102(a) – 42 U.S.C. 4012a
m. Age Discrimination Act of 1975 – 42 U.S.C. 6101, et seq.
n. American Indian Religious Freedom Act, P.L. 95-341, as amended
o. Drug Abuse Office and Treatment Act of 1972, as amended – 21 U.S.C. 1101, et seq.
p. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, P.L. 91-616, as amended – 42 U.S.C. 4541, et seq.
q. Sections 523 and 527 of the Public Health Service Act of 1912, as amended – 42 U.S.C. 290dd through 290dd-2
r. Architectural Barriers Act of 1968 – 42 U.S.C. 4151, et seq.
s. Power Plant and Industrial Fuel Use Act of 1978, P.L. 100-42 - Section 403 – 42 U.S.C. 8373
t. Contract Work Hours and Safety Standards Act – 40 U.S.C. 3701, et seq.
u. Copeland Anti-kickback Act, as amended – 18 U.S.C. 874 and 40 U.S.C. 3145
v. National Environmental Policy Act of 1969 – 42 U.S.C. 4321, et seq.
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended – 16 U.S.C. 1271, et seq.
x. Federal Water Pollution Control Act, as amended – 33 U.S.C. 1251-1376
y. Single Audit Act of 1984 – 31 U.S.C. 7501, et seq.
z. Americans with Disabilities Act of 1990 – 42 U.S.C. 12101, et seq.
aa. Title IX of the Education Amendments of 1972, as amended – 20 U.S.C. 1681 through 1683 and 1685 through 1687
bb. Section 504 of the Rehabilitation Act of 1973, as amended – 29 U.S.C. 794
cc. Title VI of the Civil Rights Act of 1964 – 42 U.S.C. 2000d, et seq.

dd. Title IX of the Federal Property and Administrative Services Act of 1949 – 40 U.S.C. 1101 -1104, 541, et seq.
ee. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions – 31 U.S.C. 1352
ff. Freedom of Information Act – 5 U.S.C. 552, as amended
gg. Magnuson-Stevens Fishery Conservation and Management Act – 16 U.S.C. 1855
hh. Farmland Protection Policy Act of 1981 – 7 U.S.C. 4201, et seq.
ii. Noise Control Act of 1972 – 42 U.S.C. 4901, et seq.
jj. Fish and Wildlife Coordination Act of 1956 – 16 U.S.C. 661, et seq.
kk. Section 9 of the Rivers and Harbors Act and the General Bridge Act of 1946 – 33 U.S.C. 401 and 525
ll. Section 4(f) of the Department of Transportation Act of 1966 – 49 U.S.C. 303 and 23 U.S.C. 138
mm. Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA), as amended – 42 U.S.C. 9601, et seq.
nn. Safe Drinking Water Act – 42 U.S.C. 300f to 300j-26
oo. Wilderness Act – 16 U.S.C. 1131-1136
pp. Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 – 42 U.S.C. 6901, et seq.
qq. Migratory Bird Treaty Act – 16 U.S.C. 703, et seq.
rr. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109–282, as amended by section 6202 of Public Law 110–252)
ss. Cargo Preference Act of 1954 – 46 U.S.C. 55305
tt. Section 889 of the John D. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232

**Executive Orders**

a. Executive Order 11246 – Equal Employment Opportunity
b. Executive Order 11990 – Protection of Wetlands
c. Executive Order 11988 – Floodplain Management
d. Executive Order 12372 – Intergovernmental Review of Federal Programs
e. Executive Order 12549 – Debarment and Suspension
f. Executive Order 12898 – Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
g. Executive Order 13166 – Improving Access to Services for Persons With Limited English Proficiency
h. Executive Order 13985 – Advancing Racial Equity and Support for Underserved Communities Through the Federal Government
i. Executive Order 14005 – Ensuring the Future is Made in All of America by All of America's Workers
j. Executive Order 14008 – Tackling the Climate Crisis at Home and Abroad

**General Federal Regulations**

a. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards – 2 C.F.R. Parts 200, 1201
b. Non-procurement Suspension and Debarment – 2 C.F.R. Parts 180, 1200

c. Investigative and Enforcement Procedures – 14 C.F.R. Part 13
d. Procedures for predetermination of wage rates – 29 C.F.R. Part 1
e. Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States – 29 C.F.R. Part 3
f. Labor standards provisions applicable to contracts governing federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act) – 29 C.F.R. Part 5
g. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements) – 41 C.F.R. Parts 60, et seq.
h. New Restrictions on Lobbying – 49 C.F.R. Part 20
i. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
j. Uniform relocation assistance and real property acquisition for Federal and Federally assisted programs – 49 C.F.R. Part 24
k. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance – 49 C.F.R. Part 25
l. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance – 49 C.F.R. Part 27
m. DOT's implementation of DOJ's ADA Title II regulations compliance procedures for all programs, services, and regulatory activities relating to transportation under 28 C.F.R. Part 35
n. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
o. Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors – 49 C.F.R. Part 30
p. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
q. DOT's implementing ADA regulations for transit services and transit vehicles, including the DOT's standards for accessible transportation facilities in Part 37, Appendix A – 49 C.F.R. Parts 37 and 38
r. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26 (as applicable under section 18.3 of this agreement)

**Office of Management and Budget Circulars**

a. Any applicable OMB Circular based upon the specific FY 2022 RAISE Grant Recipient.

**Highway Federal Legislation**

a. Highways – Title 23, U.S.C.
b. Brooks Act (for FHWA projects, this incorporates Title IX of the Federal Property and Administrative Services Act of 1949 (formerly 40 U.S.C. 541, et seq.)) – 40 U.S.C. 1101-1104; 23 U.S.C. 112(b)(2)
c. Letting of Contracts, 23 U.S.C. 112
d. Highway Design and Construction Standards, 23 U.S.C. 109

e. Prevailing Rate of Wage, 23 U.S.C. 113
f. Planning, 23 U.S.C. 134 and 135 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
g. Tolls, 23 U.S.C. 301 (to the extent the recipient wishes to toll an existing free facility that has received Title 23 funds in the past); except as authorized by 23 U.S.C. 129 and 166.
h. Size, Weight, and Length Limitations – 23 U.S.C. 127, 49 U.S.C. 31101 et seq.
i. Buy America – 23 U.S.C. 313
(see http://www.fhwa.dot.gov/construction/contracts/buyam_qa.cfm)
j. Nondiscrimination – 23 U.S.C. 140
k. Efficient Environmental Reviews - 23 U.S.C. 139

**Federal Highway Regulations**

a. Highways – Title 23, C.F.R.
b. Planning – 23 C.F.R. Part 450 (except for projects that are not regionally significant that do not receive funding under Title 23 or Chapter 53 of Title 49)
c. National Highway System Design Standards – 23 C.F.R. Part 625
d. Preconstruction Procedures – 23 C.F.R. Part 630 Subparts A and B
e. Construction and Maintenance – 23 C.F.R. Part 635
f. Manual on Uniform Traffic Control Devices – 23 C.F.R. Part 655
g. Environmental Impact and Related Procedures – 23 C.F.R. Part 771
h. Procedures for Abatement of Highway Traffic and Construction Noise – 23 C.F.R. Part 772
i. Procedures Implementing Section 4(f) of the Department of Transportation Act – 23 C.F.R. Part 774
j. Permitting Requirements under the National Pollutant Discharge Elimination System – 40 C.F.R. Part 122
k. Required Contract Provisions – 23 C.F.R. Part 633 (Form 1273)
l. External Programs – 23 C.F.R. Part 230

Specific assurances required to be included in the FY 2022 RAISE Grant agreement by any of the above laws, regulations, or circulars are hereby incorporated by reference into this agreement.

**EXHIBIT B**
**ADDITIONAL STANDARD TERMS**

**TERM B.1**
**TITLE VI ASSURANCE**
**(Implementing Title VI of the Civil Rights Act of 1964, as amended)**

**ASSURANCE CONCERNING NONDISCRIMINATION IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES RECEIVING OR BENEFITING FROM FEDERAL FINANCIAL ASSISTANCE**

(Implementing the Rehabilitation Act of 1973, as amended, and the Americans With Disabilities Act, as amended)

49 C.F.R. Parts 21, 25, 27, 37 and 38

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 RAISE grant program, the Recipient **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Federal Highway Administration (FHWA), it is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted FY 2022 RAISE grant program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with the FY 2022 RAISE Grant and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

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

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.

4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:

    a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
    b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:

    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.

9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, 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.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the Recipient also agrees to comply (and require any sub-recipients, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely,

complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the FY 2022 RAISE grant program. This ASSURANCE is binding on the Recipient, other recipients, sub-recipients, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the FY 2022 RAISE grant program.

## APPENDIX A

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

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 C.F.R. Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant

thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

## CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Specific Assurance 4:

**NOW, THEREFORE,** the U.S. Department of Transportation as authorized by law and upon the condition that the Recipient will accept title to the lands and maintain the project constructed thereon in accordance with the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), 49 U.S.C. § 6702, the Regulations for the Administration of FY 2022 RAISE grant program**,** and the policies and procedures prescribed by the Federal Highway Administration (FHWA) of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

### (HABENDUM CLAUSE)

**TO HAVE AND TO HOLD** said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

## CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Recipient pursuant to the provisions of Specific Assurance 7(a):

A. The (Recipient, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:

    1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (Recipient, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

## CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by Recipient pursuant to the provisions of Specific Assurance 7(b):

A. The (Recipient, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (Recipient, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*

C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Recipient will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

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

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq*.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. Parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 et seq).

**TERM B.2**
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -- PRIMARY COVERED TRANSACTIONS**

**2 C.F.R. Parts 180 and 1200**

These assurances and certifications are applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 C.F.R. Parts 180 and 1200.

By signing and submitting the Technical Application and by entering into this agreement under the FY 2022 RAISE grant program, the Recipient is providing the assurances and certifications for First Tier Participants and Lower Tier Participants in the FY 2022 RAISE Grant, as set out below.

**1. Instructions for Certification – First Tier Participants:**

a. The prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "civil judgment," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to

the participant who has entered into a covered transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions,” provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment, including a civil settlement, rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 C.F.R. Parts 180 and 1200)

a. The prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms “covered transaction,” “civil settlement,” “debarred,” “suspended,” “ineligible,” “participant,” “person,” “principal,” and “voluntarily excluded,” as used in this clause, are defined in 2 C.F.R. Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a Recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered

transaction with a Recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily 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.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Participants:**

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 participating in covered transactions 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.

## TERM B.3
## REQUIREMENTS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW

As required by sections 744 and 745 of Title VII, Division E of the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022), and implemented through USDOT Order 4200.6, the funds provided under this award shall not be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that:

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government.

The Recipient therefore agrees:

1. **Definitions.** For the purposes of this exhibit, the following definitions apply:

   "**Covered Transaction**" means a transaction that uses any funds under this award and that is a contract, memorandum of understanding, cooperative agreement, grant, loan, or loan guarantee.

   "**Felony Conviction**" means a conviction within the preceding 24 months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the United States Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. 3559.

   "**Participant**" means the Recipient, an entity who submits a proposal for a Covered Transaction, or an entity who enters into a Covered Transaction.

   "**Tax Delinquency**" means an unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2. **Mandatory Check in the System for Award Management.** Before entering a Covered Transaction with another entity, a Participant shall check the System for Award Management (the "**SAM**") at http://www.sam.gov/ for an entry describing that entity.

3. **Mandatory Certifications.** Before entering a Covered Transaction with another entity, a Participant shall require that entity to:

    (1) Certify whether the entity has a Tax Delinquency; and

    (2) Certify whether the entity has a Felony Conviction.

4 **Prohibition.** If

    (1) the SAM entry for an entity indicates that the entity has a Tax Delinquency or a Federal Conviction;

    (2) an entity provides an affirmative response to either certification in section 3; or

    (3) an entity's certification under section 3 was inaccurate when made or became inaccurate after being made

    then a Participant shall not enter or continue a Covered Transaction with that entity unless the USDOT has determined in writing that suspension or debarment of that entity are not necessary to protect the interests of the Government.

5. **Mandatory Notice to the USDOT.**

    (a) If the SAM entry for a Participant indicates that the Participant has a Tax Delinquency or a Felony Conviction, the Recipient shall notify the USDOT in writing of that entry.

    (b) If a Participant provides an affirmative response to either certification in section 1, the Recipient shall notify the USDOT in writing of that affirmative response.

    (c) If the Recipient knows that a Participant's certification under section 1 was inaccurate when made or became inaccurate after being made, the Recipient shall notify the USDOT in writing of that inaccuracy.

6. **Flow Down.** For all Covered Transactions, including all tiers of subcontracts and subawards, the Recipient shall:

    (1) require the SAM check in section 2;

    (2) require the certifications in section 3;

    (3) include the prohibition in section 4; and

(4) require all Participants to notify the Recipient in writing of any information that would require the Recipient to notify the USDOT under section 5.

## TERM B.4
## RECIPIENT POLICY TO BAN TEXT MESSAGING WHILE DRIVING

(a) *Definitions.* The following definitions are intended to be consistent with the definitions in DOT Order 3902.10, Text Messaging While Driving (Dec. 30, 2009) and Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009). For clarification purposes, they may expand upon the definitions in the executive order.

For the purpose of this Term B.4, "**Motor Vehicles**" means any vehicle, self-propelled or drawn by mechanical power, designed and operated principally for use on a local, State or Federal roadway, but does not include a military design motor vehicle or any other vehicle excluded under Federal Management Regulation 102-34-15.

For the purpose of this Term B.4, "**Driving**" means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic congestion, a traffic signal, a stop sign, another traffic control device, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, "**Text messaging**" means reading from or entering data into any handheld or other electronic device (including, but not limited to, cell phones, navigational tools, laptop computers, or other electronic devices), including for the purpose of Short Message Service (SMS) texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless this practice is prohibited by State or local law. The term also does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to remain stationary.

For the purpose of this Term B.4, the "**Government**" includes the United States Government and State, local, and tribal governments at all levels.

(b) *Workplace Safety.* In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving (Oct. 1, 2009) and DOT Order 3902.10, Text Messaging While
Driving (Dec. 30, 2009), the Recipient, subrecipients, contractors, and subcontractors are encouraged to:

(1) adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(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.

(c) *Subawards and Contracts.* To the extent permitted by law, the Recipient shall insert the substance of this exhibit, including this paragraph (c), in all subawards, contracts, and subcontracts under this award that exceed the micro-purchase threshold, other than contracts and subcontracts for the acquisition of commercially available off-the-shelf items.

**EXHIBIT C**
**QUARTERLY PROJECT PROGRESS REPORTS AND RECERTIFICATIONS: FORMAT AND CONTENT**

**1. Purpose**. The purpose of the Quarterly Project Progress Reports and Recertifications under this agreement for the FY 2022 RAISE grant program are to ensure that the project scope, schedule, and budget will be maintained to the maximum extent possible.

**2. Format and Content.** The Recipient shall produce a quarterly cost, schedule, and status report that contains the sections enumerated in the following list. At the discretion of the USDOT, modifications or additions can be made to produce a quarterly reporting format that will most effectively serve both the Recipient and the USDOT. Some projects will have a more extensive quarterly status than others. For smaller projects, the USDOT may determine that the content of the quarterly reports will be streamlined and project status meetings will be held on a less-frequent basis. The first quarterly progress report should include a detailed description and, where appropriate, drawings of the items funded.

**(a) Project Overall Status.** This section provides an overall status of the project's scope, schedule and budget. The Recipient shall note and explain any deviations from the scope of work, the schedule, or the budget that are described in this agreement.

**(b) Project Significant Activities and Issues.** This section provides highlights of key activities, accomplishments, and issues occurring on the project during the previous quarter. Activities and deliverables to be reported on should include meetings, audits and other reviews, design packages submitted, advertisements, awards, construction submittals, construction completion milestones, submittals related to any applicable Recovery Act requirements, media or Congressional inquiries, value engineering/constructability reviews, and other items of significance.

**(c) Action Items/Outstanding Issues.** This section should draw attention to, and track the progress of, highly significant or sensitive issues requiring action and direction in order to resolve. The Recipient should include administrative items and outstanding issues that could have a significant or adverse effect on the project's scope, schedule, or budget. Status, responsible person(s), and due dates should be included for each action item/outstanding issue. Action items requiring action or direction should be included in the quarterly status meeting agenda. The action items/outstanding issues may be dropped from this section upon full implementation of the remedial action, and upon no further monitoring anticipated.

**(d) Project Scope Overview.** The purpose of this section is to provide a further update regarding the project scope. If the original scope contained in the grant agreement is still accurate, this section can simply state that the scope is unchanged.

**(e) Project Schedule.** An updated master program schedule reflecting the current status of the program activities should be included in this section. A Gantt (bar) type chart is probably the most appropriate for quarterly reporting purposes, with the ultimate

format to be agreed upon between the Recipient and the USDOT. It is imperative that the master program schedule be integrated, i.e., the individual contract milestones tied to each other, such that any delays occurring in one activity will be reflected throughout the entire program schedule, with a realistic completion date being reported. Narratives, tables, and/or graphs should accompany the updated master program schedule, basically detailing the current schedule status, delays and potential exposures, and recovery efforts. The following information should also be included:

- Current overall project completion percentage vs. latest plan percentage.
- Completion percentages vs. latest plan percentages for major activities such as right-of-way, major or critical design contracts, major or critical construction contracts, and significant force accounts or task orders. A schedule status description should also be included for each of these major or critical elements.
- Any delays or potential exposures to milestone and final completion dates. The delays and exposures should be quantified, and overall schedule impacts assessed. The reasons for the delays and exposures should be explained, and initiatives being analyzed or implemented in order to recover the schedule should be detailed.

**(f) Project Cost.** An updated cost spreadsheet reflecting the current forecasted cost vs. the latest approved budget vs. the baseline budget should be included in this section. One way to track project cost is to show: (1) Baseline Budget, (2) Latest Approved Budget, (3) Current Forecasted Cost Estimate, (4) Expenditures or Commitments to Date, and (5) Variance between Current Forecasted Cost and Latest Approved Budget. Line items should include all significant cost centers, such as prior costs, right-of-way, preliminary engineering, environmental mitigation, general engineering consultant, section design contracts, construction administration, utilities, construction packages, force accounts/task orders, wrap-up insurance, construction contingencies, management contingencies, and other contingencies. The line items can be broken-up in enough detail such that specific areas of cost change can be sufficiently tracked and future improvements made to the overall cost estimating methodology. A Program Total line should be included at the bottom of the spreadsheet. Narratives, tables, and/or graphs should accompany the updated cost spreadsheet, basically detailing the current cost status, reasons for cost deviations, impacts of cost overruns, and efforts to mitigate cost overruns. The following information should be provided:

- Reasons for each line item deviation from the approved budget, impacts resulting from the deviations, and initiatives being analyzed or implemented in order to recover any cost overruns.

- Transfer of costs to and from contingency line items, and reasons supporting the transfers.

- Speculative cost changes that potentially may develop in the future, a quantified dollar range for each potential cost change, and the current status of the speculative change. Also, a comparison analysis to the available contingency amounts should be included, showing that reasonable and sufficient amounts of contingency remain to keep the project within the latest approved budget.

- Detailed cost breakdown of the general engineering consultant (GEC) services (if applicable), including such line items as contract amounts, task orders issued (amounts), balance remaining for tasks, and accrued (billable) costs.

- Federal obligations and/or disbursements for the project, compared to planned obligations and disbursements.

**(g) Federal Financial Report (SF-425).** The Federal Financial Report (SF-425) is a financial reporting form used throughout the Federal Government Grant system. Recipients shall complete this form and attach it to each quarterly Project Progress and Monitoring Report. The form is available at https://www.grants.gov/forms/post-award-reporting-forms.html.

**(h) Certifications.**

**i.** A certification that the Recipient is in compliance with 2 C.F.R. 200.303 (Internal Controls) and 2 C.F.R. Part 200, Subpart F (Audit Requirements).

ii. The certification required under 2 C.F.R. 200.415(a).

**EXHIBIT D**
**FORM FOR SUBSEQUENT OBLIGATION OF FUNDS**

The USDOT and **[recipient name]** entered a grant agreement for the **[project name]** that was executed by the USDOT on **[date of USDOT signature on original agreement]** (the "**Agreement**").

As described in section 4.3(f) of the General Terms and Conditions, this instrument obligates **[$XXX]** for **[insert portion of project listed in the Obligation Condition Table in section 2 of schedule D]**.

**[Recipient name]** states that:

(1) schedule B of the Agreement accurately describe the Project's activities;

(2) for each completion date listed in section 2 of schedule C of the Agreement, the Recipient's estimate for that milestone is not more than six months after the date listed in section 2 of schedule C of the Agreement;

(3) comparing the Project's current budget with the amounts listed in section 3 of schedule D of the Agreement, the "Non-Federal Funds" amount has not decreased and the total eligible project costs amount has not decreased; and

(4) under the terms of article 5 of the General Terms and Conditions, the Recipient is not presently required to request a modification to the Agreement.

**[Recipient name]** acknowledges that USDOT is acting in reliance on the Recipient's statements above.

_____ By: _____

Date

Signature of Recipient's Authorized Representative

**[insert name]**

Name

**[insert title]**

Title

The USDOT has determined that:

(1) all conditions described in the Obligation Condition Table in section 2 of schedule D for this portion of the Project are satisfied; and

(2) all applicable Federal requirements for obligating these funds are satisfied.

| | |
|---|---|
| _____ | By: _____ |
| Date | Signature of USDOT's Authorized Representative |
| | **[insert name]** |
| | Name |
| | **[insert title]** |
| | Title |

**U.S. DEPARTMENT OF TRANSPORTATION**

# GENERAL TERMS AND CONDITIONS UNDER THE FISCAL YEAR 2022 REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT PROGRAM: FHWA PROJECTS

Revision date: October 18, 2022

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## GENERAL TERMS AND CONDITIONS

The Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022) appropriated funds to the United States Department of Transportation (the "**USDOT**") for fiscal year 2022 under the heading "National Infrastructure Investments." The funds are available to carry out 49 U.S.C. 6702 by providing Federal financial assistance for surface transportation infrastructure projects that will have a significant local or regional impact. The USDOT program administering those funds is the RAISE grant program.

On January 14, 2022, the USDOT posted a funding opportunity at Grants.gov with funding opportunity title "FY 2022 National Infrastructure Investments" and funding opportunity number DTOS59-22-RA-RAISE. The notice of funding opportunity posted at Grants.gov, as amended on March 22, 2022, (the "**NOFO**") solicited applications for Federal financial assistance under the fiscal year 2022 RAISE grant program. On August 11, 2022, the USDOT announced application selections under the NOFO.

These general terms and conditions are incorporated by reference in a project-specific agreement under the fiscal year 2022 RAISE grant program. The term "Recipient" is defined in the project-specific portion of the agreement. The project-specific portion of the agreement includes schedules A through J. The project-specific portion of the agreement may include special terms and conditions in project-specific articles.

### ARTICLE 1
### PURPOSE

**1.1 Purpose.** The purpose of this award is to fund an eligible project that will have a significant local or regional impact and improve transportation infrastructure. The parties will accomplish that purpose by achieving the following objectives:

(1) timely completing the Project; and

(2) ensuring that this award does not substitute for non-Federal investment in the Project, except as proposed in the Technical Application, as modified by schedule D.

### ARTICLE 2
### USDOT ROLE

**2.1 Division of USDOT Responsibilities.**

(a) The Office of the Secretary of Transportation is responsible for the USDOT's overall administration of the RAISE grant program, the approval of this agreement, and any modifications to this agreement under section 15.1.

(b) The Federal Highway Administration (the "**FHWA**") will administer this agreement on behalf of the USDOT. In this agreement, the "**Administering Operating Administration**" means the FHWA.

**2.2 USDOT Program Contacts.**

FHWA RAISE Program Manager
Federal Highway Administration
Office of Freight Management and Operations
1200 New Jersey Avenue SE
Room E84-429
Washington, DC 20590
(202) 366-2639 or (202) 366-1200
FHWA-TIGER.Reports@dot.gov

and

OST RAISE Grants Coordinator
United States Department of Transportation
Office of the Secretary
1200 New Jersey Avenue SE
Room W84-227
Washington, DC 20590
(202) 366-8914
RAISEGrants@dot.gov

## ARTICLE 3
## RECIPIENT ROLE

**3.1 Statements on the Project.** The Recipient states that:

(1) all material statements of fact in the Technical Application were accurate when that application was submitted; and

(2) schedule E documents all material changes in the information contained in that application.

**3.2 Statements on Authority and Capacity.** The Recipient states that:

(1) it has the authority to receive Federal financial assistance under this agreement;

(2) it has the legal authority to complete the Project;

(3) it has the capacity, including institutional, managerial, and financial capacity, to comply with its obligations under this agreement;

(4) not less than the difference between the total eligible project costs listed in section 3 of schedule D and the RAISE Grant Amount listed in section 1 of schedule D is committed to fund the Project;

(5) it has sufficient funds available to ensure that infrastructure completed or improved under this agreement will be operated and maintained in compliance with this agreement and applicable Federal law; and

(6) the individual executing this agreement on behalf of the Recipient has authority to enter this agreement and make the statements in this article 3 and in section 19.7 on behalf of the Recipient.

**3.3 USDOT Reliance.** The Recipient acknowledges that:

(1) the USDOT relied on statements of fact in the Technical Application to select the Project to receive this award;

(2) the USDOT relied on statements of fact in both the Technical Application and this agreement to determine that the Recipient and the Project are eligible under the terms of the NOFO;

(3) the USDOT relied on statements of fact in both the Technical Application and this agreement to establish the terms of this agreement; and

(4) the USDOT's selection of the Project to receive this award prevented awards under the NOFO to other eligible applicants.

**3.4 Project Delivery.**

(a) The Recipient shall complete the Project under the terms of this agreement.

(b) The Recipient shall ensure that the Project is financed, constructed, operated, and maintained in accordance with all Federal laws, regulations, and policies that are applicable to projects of the Administering Operating Administration.

**3.5 Rights and Powers Affecting the Project.**

(a) The Recipient shall not take or permit any action that deprive it of any rights or powers necessary to the Recipient's performance under this agreement without written approval of the USDOT.

(b) The Recipient shall act promptly, in a manner acceptable to the USDOT, to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with the Recipient's performance under this agreement.

**3.6 Notification of Changes to Key Personnel.** The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30

calendar days of any change in key personnel who are identified in section 4 of schedule A.

**3.7 Subaward to Designated Subrecipient.** If section 9 of schedule A identifies a Designated Subrecipient:

(1) the Recipient hereby awards a subaward to the Designated Subrecipient for the purpose described in section 1.1;

(2) the Recipient and the Designated Subrecipient may enter into a separate agreement, to which the USDOT is not a party, assigning responsibilities, including administrative and oversight responsibilities, among the Recipient and the Designated Subrecipient; and

(3) for the purpose of 2 C.F.R. parts 200 and 1201, the Recipient is a pass-through entity.

**3.8 Designated Subrecipient Statements and Responsibilities.** If section 9 of schedule A identifies a Designated Subrecipient:

(1) the Designated Subrecipient affirms all statements and acknowledgments that are attributed to the Recipient under sections 3.1 and 3.2; and

(2) the Designated Subrecipient assumes the Recipient's reporting obligations under articles 7 and 8.

**3.9 Title 23 Oversight Responsibilities for Subawards.** If section 9 of schedule A identifies a Designated Subrecipient, then for the purpose of 23 U.S.C. 106(g), the Recipient shall act as if funds under this award are Federal funds under title 23, United States Code.

## ARTICLE 4
## AWARD AMOUNT, OBLIGATION, AND TIME PERIODS

**4.1 Federal Award Amount.** The USDOT hereby awards a RAISE Grant to the Recipient in the amount listed in section 1 of schedule D as the RAISE Grant Amount.

**4.2 Federal Funding Source.**

(a) If section 4 of schedule F identifies the Funding Act as "IIJA," then the RAISE Grant is from RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021).

(b) If section 4 of schedule F identifies the Funding Act as "FY2022," then the RAISE Grant is from RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022).

(c) If section 4 of schedule F contains a table that lists separate amounts for "IIJA" and "FY2022," then the amount listed for "IIJA" is from RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021) and the amount listed for "FY2022" is from RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022).

**4.3 Federal Obligations.**

(a) If the Federal Obligation Type identified in section 2 of schedule D is "Single," then this agreement obligates for the budget period the amount listed in section 1 of schedule D as the RAISE Grant Amount and sections 4.3(c)–4.3(h) do not apply to this agreement.

(b) If the Federal Obligation Type identified in section 2 of schedule D is "Multiple," then an amount up to the RAISE Grant Amount listed in section 1 of schedule D will be obligated with one initial obligation and one or more subsequent, optional obligations, as described in sections 4.3(c)–4.3(h).

(c) The Obligation Condition Table in section 2 of schedule D allocates the RAISE Grant among separate portions of the Project for the purpose of the Federal obligation of funds. The scope of each portion of the Project that is identified in that table is described in section 2 of schedule B.

(d) This agreement obligates for the budget period only the amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table does not list an obligation condition.

(e) This agreement does not obligate amounts allocated in the Obligation Condition Table in section 2 of schedule D to portions of the Project for which that table lists an obligation condition. The parties may obligate the amounts allocated to those portions of the Project only as described in section 4.3(f) or by modifying this agreement under article 15.

(f) For each portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, the amount allocated in that table to that portion of the Project is obligated if, not later than the statutory lapse date identified in section 4.3(h) for that portion of the Project, the parties execute an instrument, in the form provided in Exhibit D, documenting that:

(1) the USDOT determines that the obligation condition listed in that table for that portion of the Project is satisfied;

(2) the USDOT determines that all applicable Federal requirements for obligating the amount are satisfied; and

(3) the Recipient states that it is not required to request a modification of this agreement under article 5.

(g) The Recipient shall not request reimbursement of costs for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f).

(h) RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), lapses and is unavailable for obligation, by statute, after September 30, 2026. RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022) will not lapse and remains available for obligation until expended. Section 4.2 identifies the specific source or sources of funding for this award.

(i) The Recipient acknowledges that:

(1) the USDOT is not liable for payments for a portion of the Project for which the Obligation Condition Table in section 2 of schedule D lists an obligation condition, unless the amount allocated in that table to that portion of the Project is obligated under section 4.3(f);

(2) any portion of the RAISE Grant that is not obligated under this section 4.3 by the statutory lapse date identified in section 4.3(h) for those funds lapses on the day after that date and becomes unavailable for the Project; and

(3) the USDOT may consider the failure to obligate funds by the statutory lapse date identified in section 4.3(h) for those funds to be a basis for terminating this agreement under section 10.1.

**4.4 Budget Period.** The budget period for this award begins on the date of this agreement and ends on the budget period end date that is listed in section 1 of schedule C. In this agreement, "budget period" is used as defined at 2 C.F.R. 200.1.

**4.5 Period of Performance.**

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the period of performance for this award begins on the date of this agreement and ends on project end date in FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the period of performance for this award is listed on page 1, line 6 of the project-specific agreement.

(c) In this agreement, "period of performance" is used as defined at 2 C.F.R. 200.1.

## ARTICLE 5
## STATEMENT OF WORK, SCHEDULE, AND BUDGET CHANGES

**5.1 Notification Requirement.** The Recipient shall notify all USDOT representatives who are identified in section 5 of schedule A in writing within 30 calendar days of any change in circumstances or commitments that adversely affect the Recipient's plan to complete the Project. In that notification, the Recipient shall describe the change and what actions the Recipient has taken or plans to take to ensure completion of the Project. This notification requirement under this section 5.1 is separate from any requirements under this article 5 that the Recipient request modification of this agreement.

**5.2 Scope and Statement of Work Changes.** If the Project's activities differ from the activities described in schedule B, then the Recipient shall request a modification of this agreement to update schedule B.

**5.3 Schedule Changes.** If one or more of the following conditions are satisfied, then the Recipient shall request a modification of this agreement to update schedule C:

(1) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient's estimate for that milestone changes to a date that is more than six months after the date listed in section 2 of schedule C;

(2) a schedule change would require the budget period to continue after the budget period end date listed in section 1 of schedule C; or

(3) the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing" and a schedule change would require the period of performance to continue after the period of performance listed on page 1, line 6 of the project-specific agreement.

For other schedule changes, the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

**5.4 Budget Changes.**

(a) The Recipient acknowledges that if the cost of completing the Project increases:

(1) that increase does not affect the Recipient's obligation under this agreement to complete the Project; and

(2) the USDOT will not increase the amount of this award to address any funding shortfall.

(b) The Recipient shall request a modification of this agreement to update schedule D if, in comparing the Project's budget to the amounts listed in section 3 of schedule D:

(1) the total "Non-Federal Funds" amount decreases; or

(2) the total eligible project costs amount decreases.

(c) For budget changes that are not identified in section 5.4(b), the Recipient shall follow the applicable procedures of the Administering Operating Administration and document the changes in writing.

(d) If there are Project Cost Savings, then the Recipient may propose to the USDOT, in writing consistent with the Administering Operating Administration's requirements, to include in the Project specific additional activities that are within the scope of this award, as defined in section 1.1 and schedule B, and that the Recipient could complete with the Project Cost Savings.

In this agreement, "**Project Cost Savings**" means the difference between the actual eligible project costs and the total eligible project costs that are listed in section 3 of schedule D, but only if the actual eligible project costs are less than the total eligible project costs that are listed in section 3 of schedule D. There are no Project Cost Savings if the actual eligible project costs are equal to or greater than the total eligible project costs that are listed in section 3 of schedule D.

(e) If there are Project Cost Savings and either the Recipient does not make a proposal under section 5.4(d) or the USDOT does not accept the Recipient's proposal under section 5.4(d), then:

(1) in a request under section 5.4(b), the Recipient shall reduce the Federal Share by the Project Cost Savings; and

(2) if that modification reduces this award and the USDOT had reimbursed costs exceeding the revised award, the Recipient shall refund to the USDOT the difference between the reimbursed costs and the revised award.

In this agreement, "**Federal Share**" means the sum of the total "RAISE Funds" and "Other Federal Funds" amounts that are listed in section 3 of schedule D.

(f) The Recipient acknowledges that amounts that are required to be refunded under section 5.4(e)(2) constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

**5.5 USDOT Acceptance of Changes.** The USDOT may accept or reject modifications requested under this article 5, and in doing so may elect to consider only the interests of the RAISE grant program and the USDOT. The Recipient acknowledges that requesting a modification under this article 5 does not amend, modify, or supplement this agreement unless the USDOT accepts that modification request and the parties modify this agreement under section 15.1.

## ARTICLE 6
## GENERAL REPORTING TERMS

**6.1** **Report Submission.** The Recipient shall send all reports required by this agreement to all USDOT contacts who are listed in section 5 of schedule A and all USDOT contacts who are listed in section 2.2.

**6.2** **Alternative Reporting Methods.** The Administering Operating Administration may establish processes for the Recipient to submit reports required by this agreement, including electronic submission processes. If the Recipient is notified of those processes in writing, the Recipient shall use the processes required by the Administering Operating Administration.

**6.3** **Paperwork Reduction Act Notice.** Under 5 C.F.R. 1320.6, the Recipient is not required to respond to a collection of information that does not display a currently valid control number issued by the Office of Management and Budget (the "**OMB**"). Collections of information conducted under this agreement are approved under OMB Control No. 2105-0563.

## ARTICLE 7
## PROGRESS AND FINANCIAL REPORTING

**7.1** **Quarterly Project Progress Reports and Recertifications.** On or before the 20th day of the first month of each calendar year quarter and until the end of the period of performance, the Recipient shall submit to the USDOT a Quarterly Project Progress Report and Recertification in the format and with the content described in exhibit C. If the date of this agreement is in the final month of a calendar year quarter, then the Recipient shall submit the first Quarterly Project Progress Report and Recertification in the second calendar year quarter that begins after the date of this agreement.

**7.2** **Final Progress Reports and Financial Information.** No later than 120 days after the end of the period of performance, the Recipient shall submit

(1) a Final Project Progress Report and Recertification in the format and with the content described in exhibit C for each Quarterly Project Progress Report and Recertification, including a final Federal Financial Report (SF-425); and

(2) any other information required under the Administering Operating Administration's award closeout procedures.

## ARTICLE 8
## PERFORMANCE REPORTING

**8.1 Baseline Performance Measurement.** If the Capital-Planning Designation in section 2 of schedule F is "Capital," then:

(1) the Recipient shall collect data for each performance measure that is identified in the Performance Measure Table in schedule G, accurate as of the Baseline Measurement Date that is identified in schedule G; and

(2) on or before the Baseline Report Date that is stated in schedule G, the Recipient shall submit a Baseline Performance Measurement Report that contains the data collected under this section 8.1 and a detailed description of the data sources, assumptions, variability, and estimated levels of precision for each performance measure that is identified in the Performance Measure Table in schedule G.

**8.2 Post-construction Performance Measurement.** If the Capital-Planning Designation in section 2 of schedule F is "Capital," then

(1) for each performance measure that is identified in the Performance Measure Table in schedule G with quarterly measurement frequency, for each of 12 consecutive calendar quarters, beginning with the first calendar quarter that begins after the Project substantial completion date, at least once during the quarter, the Recipient shall collect data for that performance measure;

(2) for each performance measure that is identified in the Performance Measure Table in schedule G with annual measurement frequency, the Recipient shall collect data for that performance measure on at least three separate occasions: (i) once during the four consecutive calendar quarters that begin after the Project substantial completion date; (ii) once during the fourth calendar quarter after the first collection; and (iii) once during the eighth calendar quarter after the first collection; and

(3) not later than January 31 of each year that follows a calendar year during which data was collected under this section 8.2, the Recipient shall submit to the USDOT a Post-construction Performance Measurement Report containing the data collected under this section 8.2 in the previous calendar year and stating the dates when the data was collected.

If an external factor significantly affects the value of a performance measure collected under this section 8.2, then the Recipient shall identify that external factor in the Post-construction Performance Measurement Report and discuss its influence on the performance measure.

**8.3 Project Outcomes Report.** If the Capital-Planning Designation in section 2 of schedule F is "Capital," then the Recipient shall submit to the USDOT, not later than January 31 of

the year that follows the final calendar year during which data was collected under section 8.2, a Project Outcomes Report that contains:

(1) a narrative discussion detailing project successes and the influence of external factors on project expectations;

(2) all baseline and post-construction performance measurement data that the Recipient reported in the Baseline Performance Measurement Report and the Post-construction Performance Measurement Reports; and

(3) an *ex post* examination of project effectiveness relative to the baseline data that the Recipient reported in the Baseline Performance Measurement Report.

**8.4 Performance Reporting Survival.** The data collection and reporting requirements in this article 8 survive the termination of this agreement.

## ARTICLE 9
## NONCOMPLIANCE AND REMEDIES

**9.1 Noncompliance Determinations.**

(a) If the USDOT determines that the Recipient may have failed to comply with the United States Constitution, Federal law, or the terms and conditions of this agreement, the USDOT may notify the Recipient of a proposed determination of noncompliance. For the notice to be effective, it must be written and the USDOT must include an explanation of the nature of the noncompliance, describe a remedy, state whether that remedy is proposed or effective at an already determined date, and describe the process through and form in which the Recipient may respond to the notice.

(b) If the USDOT notifies the Recipient of a proposed determination of noncompliance under section 9.1(a), the Recipient may, not later than 7 calendar days after the notice, respond to that notice in the form and through the process described in that notice. In its response, the Recipient may:

(1) accept the remedy;

(2) acknowledge the noncompliance, but propose an alternative remedy; or

(3) dispute the noncompliance.

To dispute the noncompliance, the Recipient must include in its response documentation or other information supporting the Recipient's compliance.

(c) The USDOT may make a final determination of noncompliance only:

(1) after considering the Recipient's response under section 9.1(b); or

(2) if the Recipient fails to respond under section 9.1(b), after the time for that response has passed.

(d) To make a final determination of noncompliance, the USDOT must provide a notice to the Recipient that states the bases for that determination.

**9.2 Remedies.**

(a) If the USDOT makes a final determination of noncompliance under section 9.1, the USDOT may impose a remedy, including:

(1) additional conditions on the award;

(2) 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 USDOT; suspension or termination of the award; or suspension and disbarment under 2 C.F.R. part 180; or

(3) any other remedy legally available.

(b) To impose a remedy, the USDOT must provide a written notice to the Recipient that describes the remedy, but the USDOT may make the remedy effective before the Recipient receives that notice.

(c) If the USDOT determines that it is in the public interest, the USDOT may impose a remedy, including all remedies described in section 9.2(a), before making a final determination of noncompliance under section 9.1. If it does so, then the notice provided under section 9.1(d) must also state whether the remedy imposed will continue, be rescinded, or modified.

(d) In imposing a remedy under this section 9.2 or making a public interest determination under section 9.2(c), the USDOT may elect to consider the interests of only the USDOT.

(e) The Recipient acknowledges that amounts that the USDOT requires the Recipient to refund to the USDOT due to a remedy under this section 9.2 constitute a debt to the Federal Government that the USDOT may collect under 2 C.F.R. 200.346 and the Federal Claims Collection Standards (31 C.F.R. parts 900–999).

**9.3 Other Oversight Entities.** Nothing in this article 9 limits any party's authority to report activity under this agreement to the United States Department of Transportation Inspector General or other appropriate oversight entities.

## ARTICLE 10
## AGREEMENT TERMINATION

**10.1 USDOT Termination.**

(a) The USDOT may terminate this agreement and all of its obligations under this agreement if any of the following occurs:

(1) the Recipient fails to obtain or provide any non-RAISE Grant contribution or alternatives approved by the USDOT as provided in this agreement and consistent with schedule D;

(2) a completion date for the Project or a component of the Project is listed in section 2 of schedule C and the Recipient fails to meet that milestone by six months after the date listed in section 2 of schedule C;

(3) the Recipient fails to meet a milestone listed in section 3 of schedule C by the deadline date listed in that section for that milestone;

(4) the Recipient fails to comply with the terms and conditions of this agreement, including a material failure to comply with the project schedule in schedule C even if it is beyond the reasonable control of the Recipient;

(5) circumstances cause changes to the Project that the USDOT determines are inconsistent with the USDOT's basis for selecting the Project to receive a RAISE Grant; or

(6) the USDOT determines that termination of this agreement is in the public interest.

(b) In terminating this agreement under this section, the USDOT may elect to consider only the interests of the USDOT.

(c) This section 10.1 does not limit the USDOT's ability to terminate this agreement as a remedy under section 9.2.

(d) The Recipient may request that the USDOT terminate the agreement under this section 10.1.

**10.2 Closeout Termination.**

(a) This agreement terminates on Project Closeout.

(b) In this agreement, "**Project Closeout**" means the date that the USDOT notifies the Recipient that the award is closed out. Under 2 C.F.R. 200.344, Project Closeout should occur no later than one year after the end of the period of performance.

**10.3 Post-Termination Adjustments.** The Recipient acknowledges that under 2 C.F.R. 200.345–200.346, termination of the agreement does not extinguish the USDOT's

authority to disallow costs, including costs that the USDOT reimbursed before termination, and recover funds from the Recipient.

**10.4 Non-Terminating Events.**

(a) The end of the budget period described under section 4.4 does not terminate this agreement or the Recipient's obligations under this agreement.

(b) The end of the period of performance described under section 4.5 does not terminate this agreement or the Recipient's obligations under this agreement.

(c) The cancellation of funds under section 14.2 does not terminate this agreement or the Recipient's obligations under this agreement.

**10.5 Other Remedies.** The termination authority under this article 10 supplements and does not limit the USDOT's remedial authority under article 9 or 2 C.F.R. part 200, including 2 C.F.R. 200.339–200.340.

## ARTICLE 11
## MONITORING, FINANCIAL MANAGEMENT, CONTROLS, AND RECORDS

**11.1 Recipient Monitoring and Record Retention.**

(a) The Recipient shall monitor activities under this award, including activities under subawards and contracts, to ensure:

(1) that those activities comply with this agreement; and

(2) that funds provided under this award are not expended on costs that are not allowable under this award or not allocable to this award.

(b) If the Recipient makes a subaward under this award, the Recipient shall monitor the activities of the subrecipient in compliance with 2 C.F.R. 200.332(d).

(c) The Recipient shall retain records relevant to the award as required under 2 C.F.R. 200.334.

**11.2 Financial Records and Audits.**

(a) The Recipient shall keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the award funds, the total cost of the Project, and the amount or nature of that portion of the cost of the Project supplied by other sources, and any other financial records related to the project.

(b) The Recipient shall keep accounts and records described under section 11.2(a) in accordance with a financial management system that meets the requirements of 2 C.F.R.

200.301–200.303, 2 C.F.R. 200 subpart F, and title 23, United States Code, and will facilitate an effective audit in accordance with 31 U.S.C. 7501–7506.

(c) The Recipient shall separately identify expenditures under the fiscal year 2022 RAISE grants program in financial records required for audits under 31 U.S.C. 7501–7506. Specifically, the Recipient shall:

(1) list expenditures under that program separately on the schedule of expenditures of Federal awards required under 2 C.F.R. 200 subpart F, including "FY 2022" in the program name; and

(2) list expenditures under that program on a separate row under Part II, Item 1 ("Federal Awards Expended During Fiscal Period") of Form SF-SAC, including "FY 2022" in column c ("Additional Award Identification").

**11.3 Internal Controls.** The Recipient shall establish and maintain internal controls as required under 2 C.F.R. 200.303.

**11.4 USDOT Record Access.** The USDOT may access Recipient records related to this award under 2 C.F.R. 200.337.

## ARTICLE 12
## CONTRACTING AND SUBAWARDS

**12.1 Minimum Wage Rates.** The Recipient shall include, in all contracts in excess of $2,000 for work on the Project that involves labor, provisions establishing minimum rates of wages, to be predetermined by the United States Secretary of Labor, in accordance with the Davis-Bacon Act, 40 U.S.C. 3141–3148, or 23 U.S.C. 113, as applicable, that 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.

**12.2 Buy America.**

(a) Steel, iron, and manufactured products used in the Project are subject to 23 U.S.C. 313, as implemented by the Federal Highway Administration. The Recipient acknowledges that this agreement is neither a waiver of 23 U.S.C. 313(a) nor a finding under 23 U.S.C. 313(b).

(b) Construction materials used in the Project are subject to the domestic preference requirement at § 70914 of the Build America, Buy America Act, Pub. L. No. 117-58, div. G, tit. IX, subtit. A, 135 Stat. 429, 1298 (2021), as implemented by OMB, USDOT, and FHWA. The Recipient acknowledges that this agreement is neither a waiver of § 70914(a) nor a finding under § 70914(b).

(c) Under 2 C.F.R. 200.322, as appropriate and to the extent consistent with law, the Recipient should, to the greatest extent practicable under this award, provide a preference

for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Recipient shall include the requirements of 2 C.F.R. 200.322 in all subawards including all contracts and purchase orders for work or products under this award.

**12.3 Small and Disadvantaged Business Requirements.**

(a) If any funds under this award are administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 49 C.F.R. part 26 ("Participation by disadvantaged business enterprises in Department of Transportation financial assistance programs").

(b) If any funds under this award are not administered by or through a State Department of Transportation, the Recipient shall expend those funds in compliance with the requirements at 2 C.F.R. 200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

**12.4 Engineering and Design Services.** The Recipient shall 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 with respect to the project in the same manner that a contract for architectural and engineering services is negotiated under the Brooks Act, 40 U.S.C. 1101-1104 as implemented in 23 U.S.C. 112(b)(2), or an equivalent qualifications-based requirement prescribed for or by the Recipient and approved in writing by the USDOT.

**12.5 Foreign Market Restrictions.** The Recipient shall not allow funds provided under this award to be used to fund the use of 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.

**12.6 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.** The Recipient acknowledges that Section 889 of Pub. L. No. 115-232 and 2 C.F.R. 200.216 prohibit the Recipient and all subrecipients from procuring or obtaining certain telecommunications and video surveillance services or equipment under this award.

**12.7 Pass-through Entity Responsibilities.** If the Recipient makes a subaward under this award, the Recipient shall comply with the requirements on pass-through entities under 2 C.F.R. parts 200 and 1201, including 2 C.F.R. 200.331–200.333.

**12.8 Subaward and Contract Authorization.**

(a) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Division," then the Recipient shall comply with subaward and contract authorization requirements under 23 C.F.R chapter I, subchapter G.

(b) If the USDOT Office for Subaward and Contract Authorization identified in section 7 of schedule A is "FHWA Office of Acquisition and Grants Management," then the Recipient shall obtain prior written approval from the USDOT agreement officer for the subaward or contracting out of any work under this agreement. That approval will be contingent upon a fair and reasonable price determination on the part of the Recipient and the agreement officer's concurrence on that determination.

## ARTICLE 13
## COSTS, PAYMENTS, AND UNEXPENDED FUNDS

**13.1 Limitation of Federal Award Amount.** Under this award, the USDOT shall not provide funding greater than the amount obligated under section 4.3. The Recipient acknowledges that the USDOT is not liable for payments exceeding that amount, and the Recipient shall not request reimbursement of costs exceeding that amount.

**13.2 Projects Costs.** This award is subject to the cost principles at 2 C.F.R. 200 subpart E, including provisions on determining allocable costs and determining allowable costs.

**13.3 Timing of Project Costs.**

(a) The Recipient shall not charge to this award costs that are incurred after the budget period.

(b) The Recipient shall not charge to this award costs that were incurred before the date of this agreement unless those costs are identified in section 5 of schedule D and would have been allowable if incurred during the budget period. This limitation applies to costs incurred under an advance construction authorization (23 U.S.C. 115), costs incurred prior to authorization (23 C.F.R. 1.9(b)), and pre-award costs under 2 C.F.R. 200.458. This agreement hereby terminates and supersedes any previous USDOT approval for the Recipient to incur costs under this award for the Project. Section 5 of schedule D is the exclusive USDOT approval of costs incurred before the date of this agreement.

**13.4 Recipient Recovery of Federal Funds.** The Recipient shall make all reasonable efforts, including initiating litigation, if necessary, to recover Federal funds if the USDOT determines, after consultation with the Recipient, that those funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner under this award. The Recipient shall not enter a settlement or other final position, in court or otherwise, involving the recovery of funds under the award unless approved in advance in writing by the USDOT.

**13.5 Unexpended Federal Funds.** Any Federal funds that are awarded at section 4.1 but not expended on allocable, allowable costs remain the property of the United States.

**13.6 Timing of Payments to the Recipient.**

(a) Reimbursement is the payment method for the RAISE grant program.

(b) The Recipient shall not request reimbursement of a cost before the Recipient has entered into an obligation for that cost.

**13.7 Payment Method.**

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient shall follow FMIS procedures to request and receive reimbursement payments under this award.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall use the DELPHI eInvoicing System to request reimbursement under this award unless the USDOT agreement officer provides written approval for the Recipient to use a different request and payment method.

(c) The USDOT may deny a payment request that is not submitted using the method identified in this section 13.7.

**13.8 Information Supporting Expenditures.**

(a) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then when requesting reimbursement of costs incurred or credit for cost share incurred, the Recipient shall electronically submit the SF 271 (Outlay Report and Request for Reimbursement for Construction Programs), shall identify the Federal share and the Recipient's share of costs, and shall submit supporting cost detail to clearly document all costs incurred. As supporting cost detail, the Recipient shall include a detailed breakout of all costs incurred, including direct labor, indirect costs, other direct costs, and travel.

(b) If the Recipient submits a request for reimbursement that the USDOT determines does not include or is not supported by sufficient detail, the USDOT may deny the request or withhold processing the request until the Recipient provides sufficient detail.

**13.9 Reimbursement Frequency.** If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient shall not request reimbursement more frequently than monthly.

## ARTICLE 14
## LIQUIDATION, ADJUSTMENTS, AND FUNDS AVAILABILITY

**14.1 Liquidation of Recipient Obligations.**

(a) The Recipient shall liquidate all obligations of award funds under this agreement not later than the earlier of (1) 120 days after the end of the period of performance or (2) the statutory funds cancellation date identified in section 14.2.

(b) Liquidation of obligations and adjustment of costs under this agreement follow the requirements of 2 C.F.R. 200.344–200.346.

**14.2 Funds Cancellation.**

(a) RAISE grant program funding that was appropriated in division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), is canceled by statute after September 30, 2031, and then unavailable for any purpose, including adjustments.

(b) RAISE grant program funding that was appropriated in the Consolidated Appropriations Act, 2022, Pub. L. No. 117-103 (Mar. 15, 2022) remains available until expended.

(c) Section 4.2 identifies the specific source or sources of funding for this award.

## ARTICLE 15
## AGREEMENT MODIFICATIONS

**15.1 Bilateral Modifications.** The parties may amend, modify, or supplement this agreement by mutual agreement in writing signed by the USDOT and the Recipient. Either party may request to amend, modify, or supplement this agreement by written notice to the other party.

**15.2 Unilateral Contact Modifications.**

(a) The Recipient may update the contacts who are listed in section 3 of schedule A by written notice to all of the USDOT contacts who are listed in section 5 of schedule A and section 2.2.

(b) The USDOT may update the contacts who are listed in section 5 of schedule A and section 2.2 by written notice to all of the Recipient contacts who are listed in section 3 of schedule A.

**15.3 USDOT Unilateral Modifications.**

(a) The USDOT may unilaterally modify this agreement to comply with Federal law, including the Program Statute.

(b) To unilaterally modify this agreement under this section 15.3, the USDOT must provide a notice to the Recipient that includes a description of the modification and state the date that the modification is effective.

**15.4 Other Modifications.** The parties shall not amend, modify, or supplement this agreement except as permitted under sections 15.1, 15.2, or 15.3. If an amendment, modification, or supplement is not permitted under section 15.1, not permitted under section 15.2, and not permitted under section 15.3, it is void.

## ARTICLE 16
## CLIMATE CHANGE AND ENVIRONMENTAL JUSTICE

**16.1 Climate Change and Environmental Justice.** Consistent with Executive Order 14008, "Tackling the Climate Crisis at Home and Abroad" (Jan. 27, 2021), schedule H documents the consideration of climate change and environmental justice impacts of the Project.

## ARTICLE 17
## RACIAL EQUITY AND BARRIERS TO OPPORTUNITY

**17.1 Racial Equity and Barriers to Opportunity.** Consistent with Executive Order 13985, "Advancing Racial Equity and Support for Underserved Communities Through the Federal Government" (Jan. 20, 2021), schedule I documents activities related to the Project to improve racial equity and reduce barriers to opportunity.

## ARTICLE 18
## LABOR AND WORK

**18.1 Labor and Work.** Consistent with Executive Order 14025, "Worker Organizing and Empowerment" (Apr. 26, 2021), and Executive Order 14052, "Implementation of the Infrastructure Investment and Jobs Act" (Nov. 15, 2021), schedule J documents the consideration of job quality and labor rights, standards, and protections related to the Project.

## ARTICLE 19
## FEDERAL FINANCIAL ASSISTANCE, ADMINISTRATIVE, AND NATIONAL POLICY REQUIREMENTS

**19.1 Uniform Administrative Requirements for Federal Awards.** The Recipient shall comply with the obligations on non-Federal entities under 2 C.F.R. parts 200 and 1201.

**19.2 Federal Law and Public Policy Requirements.**

(a) The Recipient 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.

(b) The failure of this agreement to expressly identify Federal law applicable to the Recipient or activities under this agreement does not make that law inapplicable.

**19.3 Federal Freedom of Information Act.**

(a) The USDOT is subject to the Freedom of Information Act, 5 U.S.C. 552.

(b) The Recipient acknowledges that the Technical Application and materials submitted to the USDOT by the Recipient related to this agreement may become USDOT records subject to public release under 5 U.S.C. 552.

**19.4 History of Performance.** Under 2 C.F.R 200.206, any Federal awarding agency may consider the Recipient's performance under this agreement, when evaluating the risks of making a future Federal financial assistance award to the Recipient.

**19.5 Whistleblower Protection.**

(a) The Recipient acknowledges that it is a "grantee" within the scope of 41 U.S.C. 4712, which prohibits the Recipient from taking certain actions against an employee for certain disclosures of information that the employee reasonably believes are evidence of gross mismanagement of this award, gross waste of Federal funds, or a violation of Federal law related this this award.

(b) The Recipient shall inform its employees in writing of the rights and remedies provided under 41 U.S.C. 4712, in the predominant native language of the workforce.

**19.6 External Award Terms and Obligations.**

(a) In addition to this document and the contents described in article 24, this agreement includes the following additional terms as integral parts:

(1) Appendix A to 2 C.F.R. part 25: System for Award Management and Universal Identifier Requirements;

(2) Appendix A to 2 C.F.R. part 170: Reporting Subawards and Executive Compensation;

(3) 2 C.F.R 175.15(b): Trafficking in Persons; and

(4) Appendix XII to 2 C.F.R. part 200: Award Term and Condition for Recipient Integrity and Performance Matters.

(b) The Recipient shall comply with:

(1) 49 C.F.R. part 20: New Restrictions on Lobbying;

(2) 49 C.F.R. part 21: Nondiscrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964;

(3) 49 C.F.R. part 27: Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance; and

(4) Subpart B of 49 C.F.R. part 32: Governmentwide Requirements for Drug-free Workplace (Financial Assistance).

**19.7 Incorporated Certifications.** The Recipient makes the statements in the following certifications, which are incorporated by reference:

(1) Appendix A to 49 CFR part 20 (Certification Regarding Lobbying).

## ARTICLE 20
## ASSIGNMENT

**20.1 Assignment Prohibited.** The Recipient shall not transfer to any other entity any discretion granted under this agreement, any right to satisfy a condition under this agreement, any remedy under this agreement, or any obligation imposed under this agreement.

## ARTICLE 21
## WAIVER

**21.1 Waivers.**

(a) A waiver of a term of this agreement granted by the USDOT will not be effective unless it is in writing and signed by an authorized representative of the USDOT.

(b) A waiver of a term of this agreement granted by the USDOT on one occasion will not operate as a waiver on other occasions.

(c) If the USDOT fails to require strict performance of a term of this agreement, fails to exercise a remedy for a breach of this agreement, or fails to reject a payment during a breach of this agreement, that failure does not constitute a waiver of that term or breach.

## ARTICLE 22
## ADDITIONAL TERMS AND CONDITIONS

**22.1 Effect of Urban or Rural Designation.** Based on information that the Recipient provided to the USDOT, including the Technical Application, section 1 of schedule F designates this award as an urban award or a rural award, as defined in the NOFO. The Recipient shall comply with the requirements that accompany that designation on minimum award size, geographic location, and cost sharing.

**22.2 Effect of Historically Disadvantaged Community or Area of Persistent Poverty Designation.** If section 3 of schedule F lists "Yes" for the "HDC or APP Designation," then based on information that the Recipient provided to the USDOT, including the

Technical Application, the USDOT determined that the Project will be carried out in a historically disadvantaged community or an area of persistent poverty, as defined in the NOFO. The Recipient shall incur a majority of the costs under this award in historically disadvantaged communities or areas of persistent poverty.

**22.3 Disclaimer of Federal Liability.** The USDOT shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this agreement.

**22.4 Relocation and Real Property Acquisition.**

(a) To the greatest extent practicable under State law, the Recipient shall comply with the land acquisition policies in 49 C.F.R. 24 subpart B and shall pay or reimburse property owners for necessary expenses as specified in that subpart.

(b) The Recipient shall provide a relocation assistance program offering the services described in 49 C.F.R. 24 subpart C and shall provide reasonable relocation payments and assistance to displaced persons as required in 49 C.F.R. 24 subparts D–E.

(c) The Recipient shall make available to displaced persons, within a reasonable period of time prior to displacement, comparable replacement dwellings in accordance with 49 C.F.R. 24 subpart E.

**22.5 Equipment Disposition.**

(a) In accordance with 2 C.F.R. 200.313 and 1201.313, if the Recipient or a subrecipient acquires equipment under this award, then when that equipment is no longer needed for the Project:

(1) if the entity that acquired the equipment is a State or a subrecipient of a State, that entity shall dispose of that equipment in accordance with State laws and procedures; and

(2) if the entity that acquired the equipment is neither a State nor a subrecipient of a State, that entity shall request disposition instructions from the Administering Operating Administration.

(b) In accordance with 2 C.F.R. 200.443(d), the distribution of the proceeds from the disposition of equipment must be made in accordance with 2 C.F.R. 200.313–200.316 and 2 C.F.R. 1201.313.

(c) The Recipient shall ensure compliance with this section 22.5 for all tiers of subawards under this award.

**22.6 Environmental Review.**

(a) In this section, "**Environmental Review Entity**" means:

(1) if the Project is located in a State that has assumed responsibilities for environmental review activities under 23 U.S.C. 326 or 23 U.S.C. 327 and the Project is within the scope of the assumed responsibilities, the State; and

(2) for all other cases, the FHWA.

(b) Except as authorized under section 22.6(c), the Recipient shall not begin final design; acquire real property, construction materials, or equipment; begin construction; or take other actions that represent an irretrievable commitment of resources for the Project unless and until:

(1) the Environmental Review Entity complies with the National Environmental Policy Act, 42 U.S.C. 4321 to 4370m-12, and any other applicable environmental laws and regulations; and

(2) if the Environmental Review Entity is not the Recipient, the Environmental Review Entity provides the Recipient with written notice that the environmental review process is complete.

(c) If the Recipient is using procedures for early acquisition of real property under 23 C.F.R. 710.501 or hardship and protective acquisitions of real property 23 C.F.R. 710.503, the Recipient shall comply with 23 C.F.R. 771.113(d)(1).

(d) The Recipient acknowledges that:

(1) the Environmental Review Entity's actions under section 22.6(a) depend on the Recipient conducting necessary environmental analyses and submitting necessary documents to the Environmental Review Entity; and

(2) applicable environmental statutes and regulation may require the Recipient to prepare and submit documents to other Federal, State, and local agencies.

(e) Consistent with 23 C.F.R. 771.105(a), to the extent practicable and consistent with Federal law, the Recipient shall coordinate all environmental investigations, reviews, and consultations as a single process.

(f) The activities described in schedule B and other information described in this agreement may inform environmental decision-making processes, but the parties do not intend this agreement to document the alternatives under consideration under those processes. If a build alternative is selected that does not align with schedule B or other information in this agreement, then:

(1) the parties may amend this agreement under section 15.1 for consistency with the selected build alternative; or

(2) if the USDOT determines that the condition at section 10.1(a)(5) is satisfied, the USDOT may terminate this agreement under section 10.1(a)(5).

(g) The Recipient shall complete any mitigation activities described in the environmental document or documents for the Project, including the terms and conditions contained in the required permits and authorizations for the Project.

**22.7 Railroad Coordination.** If section 3 of schedule C includes one or more milestones identified as a "Railroad Coordination Agreement," then for each of those milestones, the Recipient shall enter a standard written railroad coordination agreement, consistent with 23 C.F.R. 646.216(d), no later than the deadline date identified for that milestone, with the identified railroad for work and operation within that railroad's right-of-way.

## ARTICLE 23
## MANDATORY AWARD INFORMATION

**23.1 Information Contained in a Federal Award.** For 2 C.F.R. 200.211:

(1) the "Federal Award Date" is the date of this agreement, as defined under section 25.2;

(2) the "Assistance Listings Number" is 20.933 and the "Assistance Listings Title" is "National Infrastructure Investments"; and

(3) this award is not for research and development.

**23.2 Federal Award Identification Number.**

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Federal Award Identification Number will be generated when the FHWA Division authorizes the project in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the FAIN from FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Federal Award Identification Number is listed on page 1, line 1 of the project-specific agreement.

**23.3 Recipient's Unique Entity Identifier.**

(a) If the USDOT Payment System identified in section 6 of schedule A is "FMIS," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is available in FMIS. The Recipient acknowledges that it has access to FMIS and can retrieve the unique entity identifier from FMIS.

(b) If the USDOT Payment System identified in section 6 of schedule A is "DELPHI eInvoicing," then the Recipient's Unique Entity Identifier, as defined at 2 C.F.R. 25.415, is listed on page 1, line 4 of the project-specific agreement.

## ARTICLE 24
## CONSTRUCTION AND DEFINITIONS

**24.1 Schedules.** This agreement includes the following schedules as integral parts:

| | |
|---|---|
| Schedule A | Administrative Information |
| Schedule B | Project Activities |
| Schedule C | Award Dates and Project Schedule |
| Schedule D | Award and Project Financial Information |
| Schedule E | Changes from Application |
| Schedule F | RAISE Program Designations |
| Schedule G | RAISE Performance Measurement Information |
| Schedule H | Climate Change and Environmental Justice Impacts |
| Schedule I | Racial Equity and Barriers to Opportunity |
| Schedule J | Labor and Work |

**24.2 Exhibits.** The following exhibits, which are located in the document titled "Exhibits to FHWA Grant Agreements Under the Fiscal Year 2022 RAISE Grant Program," dated October 18, 2022, and available at https://www.transportation.gov/policy-initiatives/raise/raise-grant-agreements, are part of this agreement.

| | |
|---|---|
| Exhibit A | Applicable Federal Laws and Regulations |
| Exhibit B | Additional Standard Terms |
| Exhibit C | Quarterly Project Progress Reports and Recertifications: Format and Content |
| Exhibit D | Form for Subsequent Obligation of Funds |

**24.3 Construction.**

(a) In these General Terms and Conditions:

(1) unless expressly specified, a reference to a section or article refers to that section or article in these General Terms and Conditions;

(2) a reference to a section or other subdivision of a schedule listed in section 24.1 will expressly identify the relevant schedule; and

(3) there are no references to articles or sections in project-specific portions of the agreement that are not contained in schedules listed in section 24.1.

(b) If a provision in these General Terms and Conditions or the exhibits conflicts with a provision in the project-specific portion of the agreement, then the project-specific portion of the agreement prevails. If a provision in the exhibits conflicts with a provision in these General Terms and Conditions, then the provision in these General Terms and Conditions prevails.

**24.4 Integration.** This agreement constitutes the entire agreement of the parties relating to the RAISE grant program and awards under that program and supersedes any previous agreements, oral or written, relating to the RAISE grant program and awards under that program.

**24.5 Definitions.** In this agreement, the following definitions apply:

"**General Terms and Conditions**" means this document, including articles 1–25.

"**Program Statute**" means the collective statutory text:

(1) at 49 U.S.C. 6702;

(2) under the heading "Department of Transportation—Office of the Secretary—National Infrastructure Investments" in title VIII of division J of the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58 (Nov. 15, 2021), and all other provisions of that act that apply to amounts appropriated under that heading; and

(3) under the heading "Department of Transportation—Office of the Secretary—National Infrastructure Investments" in title I of division L of the Consolidated Appropriations Act, 2022 Pub. L. No. 117-103 (Mar. 15, 2022), and all other provisions of that act that apply to amounts appropriated under that heading.

"**Project**" means the project proposed in the Technical Application, as modified by the negotiated provisions of this agreement, including schedules A–J.

"**RAISE Grant**" means an award of funds that were made available under the NOFO.

"**Technical Application**" means the application identified in section 1 of schedule A, including Standard Form 424 and all information and attachments submitted with that form through Grants.gov.

## ARTICLE 25
## AGREEMENT EXECUTION AND EFFECTIVE DATE

**25.1 Counterparts.** This agreement may be executed in counterparts, which constitute one document. The parties intend each countersigned original to have identical legal effect.

**25.2 Effective Date.** The agreement will become effective when all parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it. This instrument constitutes a RAISE Grant when the USDOT's authorized representative signs it.

# FHWA Colorado Division Environmental Scoping Form
# Pueblo Westside Connector – June 24, 2024
# 24th Street Planning

| TOPICS | CONSIDERATIONS |
|---|---|
| Air Quality | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Archaeology | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Bicycle and Pedestrian Facilities | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Environmental Justice/Equity | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Farmlands | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Floodplains | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Freight | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Greenhouse Gases | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Hazardous / Solid Wastes | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Historic Resources | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Land Use | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Native American Consultation | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |

# FHWA Colorado Division Environmental Scoping Form
# Pueblo Westside Connector – December 12, 2023
# Components 1, 2 & 3: Design and Construction of Bus Stops & Sun Mountain

| TOPICS | CONSIDERATIONS |
|---|---|
| Noise | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Noxious Weeds | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Paleontology | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Public Involvement | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Recreation | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Right of Way | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Section 4(f) | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Section 6(f) | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Socioeconomics | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Stormwater/Water Quality | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Threatened and Endangered Species | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| Transportation | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |

# FHWA Colorado Division Environmental Scoping Form
# Pueblo Westside Connector – December 12, 2023
# Components 1, 2 & 3: Design and Construction of Bus Stops & Sun Mountain

| TOPICS | CONSIDERATIONS |
|---|---|
| **Utilities** | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| **Vegetation** | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| **Visual/Aesthetics** | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| **Wetlands and other Waters of the US** | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |
| **Wildlife / Fisheries** | **Lead team member-** Local Agency **OR** FHWA **OR** Consultant |
| | **Level of analysis and documentation required-** Brief **OR** Some **OR** Full **OR** Completed |
| | **Comments-** |

| | |
|---|---|
| **Anticipated Class of Action** | Simple Categorical Exclusion (CatEx) **OR** Fully Documented CatEx **OR** Environmental Assessment (EA) **OR** Environmental Impact Statement (EIS) |
| | **Comments** |

Lead Team Member - "**Local Agency**" indicates that Local Agency staff will be responsible for investigation and/or documentation. "**FHWA**" indicates that FHWA's Colorado Division staff will be responsible for investigation and/or documentation. "**Consultant**" indicates that the consultant team will be responsible for investigation and/or documentation. Please note one person may be responsible for investigation while another is responsible for documentation. Include team member's name and firm (if applicable).

For analysis and documentation- "**Brief**" indicates that the resource is not present or is present but will not be impacted. "**Some"** indicates that the resource is present and may be impacted; further investigation and coordination will be required. "**Full**" indicates that the resource will be impacted and may require mitigation; further investigation and coordination will be required. "**Completed**" indicates that the analysis has been completed as part of another study and will be summarized in this study.

Comments – Briefly describe what is currently known about this resource, if any agency concurrence or approval is required, and if any coordination has already been completed.

# Additional Information for Agreement

Proposer's Agreement to Special Funding Requirements

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

Affirmative Action Plan

PERA Questionnaire

Insurance Certificate(s)

# Colorado Department of Transportation
## AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

| Project Description | Contract NTE $ $3,396,234.31 |
|---|---|
| Planning Consultant for 24th Street Bridge and Downtown Corridor | DBE Contract Goal % 0 % |

### SECTION 1. CONSULTANT INFORMATION

| | | | |
|---|---|---|---|
| Prime Consultant Bolton & Menk, Inc. | | | Consultant is an ESB ☐ |
| Compliance Contact Name Ross Tillman | | | Consultant is a DBE ☐ |
| Email ross.tillman@bolton-menk.com | Address 5670 Greenwood Plaza Blvd Suite W505 Greenwood Village | Phone (720) 701-2616 | B2GNow Vendor # |

### SECTION 2. DBE PARTICIPATION PLAN

Fill in All Lines:

* The consultant is committing to 1 # of DBE firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).
* The consultant is committing to approximately $75,400 of DBE particpation based on NTE $.
* The consultant is committing to approximately 2 % DBE goal based on the NTE $.

The Prime Consultant shall submit a Professional Services Commercially Useful Function Questionnaire for every DBE on this contract that provides work or provides supplies whose participation counts toward the DBE contract goal for this contract.

| All DBE firms (Subconsultants, Supplier/Vendors, Prime if self performing) | | Work Descriptor (i.e. survey, testing) | NEW DBE Teaming Partner? | ONLY for *Project/Program Specific* RFP/SOIs Approximate % of Participation |
|---|---|---|---|---|
| Chickenango Marketing Solutions, Inc. | ☑ Vendor | Public Outreach | ☑ Yes ☐ No | 100 % |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |

If more DBE subs/suppliers vendors, add additional sheet

# Colorado Department of Transportation
# AFFIDAVIT OF SMALL BUSINESS PARTICIPATION

## SECTION 3. ESB PARTICIPATION PLAN

Fill in All Lines:

* The consultant is committing to 2 # of ESB firm(s) not teamed with in the past 2 years (as of ad date of RFP, firms with unsuccessful bids allowed, each firm must be listed in this section).

* The consultant is committing to approximately $1,069,486.31 of ESB particpation on this RFP/SOI. The consultant is committing to approximately 31 % ESB goal based on the MTE S.

| All ESB firms (Subconsultants, Suppliers/Vendors, Prime if self performing) and Level | | Work Areas (i.e. survey, testing) | New ESB Teaming Partner? | ONLY for *Project/Program Specific* RFP/SOIs Approximate % of Participation |
|---|---|---|---|---|
| Chickenango Marketing Solutions, Inc. | ☑ Vendor | *Public Outreach* | ☑ Yes ☐ No | 7 % |
| Theorem Design Group | ☑ Vendor | *Bridge and Drainage Support* | ☑ Yes ☐ No | 51% |
| Vivid Engineering Group Inc. | ☑ Vendor | *Geotechnical Engineering* | ☐ Yes ☑ No | 7% |
| Pinyon Environmental, Inc. | ☑ Vendor | *Environmental Services and Documentation* | ☐ Yes ☑ No | 35% |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |
| | ☐ Vendor | | ☐ Yes ☐ No | |

If more ESB subs/suppliers/vendors, add additional sheet

## SECTION 4. DECLARATION OF AFFIDAVIT

By signing below the Consultant affirms the statements made in this document are true and complete:

The Consultant shall make good faith efforts to meet the contract goal for each task order under the overall contract. The Consultant understands that making good faith efforts to achieve the contract goal is a condition of contract award. The Consultant understands that promised participation is a binding obligation of the contract if awarded. The Consultant attests that the information above is true and understands that a fraudulent misrepresentation or failure to make good faith efforts to meet the contract commitments or promised participation may result in the withholding of progress payments, reduction of prequalification status, referral of the matter to the Office of Inspector General of the USDOT and/or other contractual remedies.

I, Ross Tillman, Principal Engineer (Owner or Executive Officer Name AND Title) of Bolton & Menk, Inc. (Consultant Company Name)

(Tracked Signature Accepted)

08/06/2025 (Date)

Attached with proposal (RFP) and small business plan (for scoring) Jul-22

**BIDDER'S CERTIFICATION FOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

*Only applicable for projects exceeding $25,000.*

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the US Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by a Federal and/or State entity official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a. Debarred from participation in any federally assisted Award;

b. Suspended from participation in any federally assisted Award;

c. Proposed for debarment from participation in any federally assisted Award;

d. Declared ineligible to participate in any federally assisted Award;

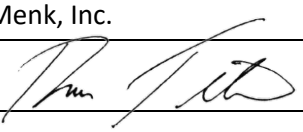
e. Voluntarily excluded from participation in any federally assisted Award; or

f. Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the City. If it is later determined by the City that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the City the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Company Bolton & Menk, Inc. Date 08/06/2025

Authorized Signature 

Name/Title Ross Tillman, Principal Engineer

**LOBBYING RESTRICTIONS FORM**

*Only applicable for projects exceeding $100,000.*

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

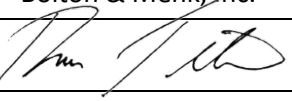
a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Company Bolton & Menk, Inc. Date 08/06/2025

Authorized Signature 

Name/Title Ross Tillman, Principal Engineer

SAM.GOV®

# BOLTON & MENK INC

**REVIEWED**
**By Christina Garcia at 9:15 am, Aug 13, 2025**

| Unique Entity ID | CAGE / NCAGE | Purpose of Registration |
|---|---|---|
| **K6FDNK9LKPP7** | **0TFP9** | **All Awards** |
| Registration Status | Expiration Date | |
| **Active Registration** | **Feb 19, 2026** | |
| Physical Address | Mailing Address | |
| **1960 Premier DR**<br>**Mankato, Minnesota 56001-5900**<br>**United States** | **1960 Premier Drive**<br>**Mankato, Minnesota 56001-5900**<br>**United States** | |

## Business Information

| Doing Business as | Division Name | Division Number |
|---|---|---|
| **(blank)** | **(blank)** | **(blank)** |
| Congressional District | State / Country of Incorporation | URL |
| **Minnesota 01** | **Minnesota / United States** | **www.bolton-menk.com** |

### Registration Dates

| Activation Date | Submission Date | Initial Registration Date |
|---|---|---|
| **Feb 21, 2025** | **Feb 19, 2025** | **Mar 15, 2002** |

### Entity Dates

| Entity Start Date | Fiscal Year End Close Date |
|---|---|
| **Jun 13, 1949** | **Dec 31** |

### Immediate Owner

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

### Highest Level Owner

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

### Executive Compensation

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

### Proceedings Questions

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

## Exclusion Summary

Active Exclusions Records?

**No**

## SAM Search Authorization

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

**Yes**

## Entity Types

### Business Types

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

**Socio-Economic Types**

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

## Financial Information

| Accepts Credit Card Payments | Debt Subject To Offset |
|---|---|
| **Yes** | **Yes** |

| EFT Indicator | CAGE Code |
|---|---|
| **0000** | **0TFP9** |

## Points of Contact

### Electronic Business

**ANNE GODE**

**1960 Premier Drive**
**Mankato, Minnesota 56001**
**United States**

ANNE GODE

1960 Premier Drive
Mankato, Minnesota 56001
United States

### Government Business

**CHELSEA ALGER**

**1960 Premier Drive**
**Mankato, Minnesota 56001**
**United States**

NANCY THORKELSON

1960 Premier Drive
Mankato, Minnesota 56001
United States

### Past Performance

**Alex M Neutgens, Accounting & Finance Director**

**1960 Premier Drive**
**Mankato, Minnesota 56001**
**United States**

Tonya Hobbie, Talent Management Director

1960 Premier Drive
Mankato, Minnesota 56001
United States

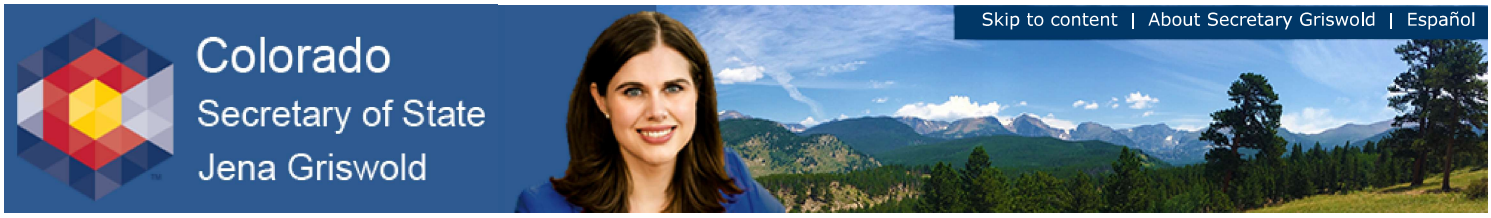
## Service Classifications

**NAICS Codes**

| Primary | NAICS Codes | NAICS Title |
|---|---|---|
| **Yes** | **541330** | **Engineering Services** |
| | **541320** | **Landscape Architectural Services** |
| | **541340** | **Drafting Services** |
| | **541360** | **Geophysical Surveying And Mapping Services** |
| | **541370** | **Surveying And Mapping (Except Geophysical) Services** |
| | **541620** | **Environmental Consulting Services** |
| | **541690** | **Other Scientific And Technical Consulting Services** |
| | **541720** | **Research And Development In The Social Sciences And Humanities** |
| | **541990** | **All Other Professional, Scientific, And Technical Services** |

## Disaster Response

This entity does not appear in the disaster response registry.




# Summary

**For this Record...**

Filing history and documents
Get a certificate of good standing
File a form

Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Business Home

Business Information
Business Search

FAQs, Glossary and Information

| Details | | | |
|---|---|---|---|
| **Name** | Bolton & Menk, Inc. | | |
| **Status** | Good Standing | **Formation date** | 02/09/2021 |
| **ID number** | 20211136976 | **Form** | Foreign Corporation |
| **Periodic report month** | February | **Jurisdiction** | Minnesota |
| **Principal office street address** | 1960 Premier Dr, Mankato, MN 56001-5900, US | | |
| **Principal office mailing address** | 1960 Premier Dr, Mankato, MN 56001-5900, US | | |

| Registered Agent | |
|---|---|
| **Name** | Registered Agents Inc. |
| **Street address** | 1500 N. GRANT ST, STE R, Denver, CO 80203, US |
| **Mailing address** | 1500 N. GRANT ST, STE R, Denver, CO 80203, US |

Filing history and documents
Get a certificate of good standing
Get certified copies of documents
File a form
Set up secure business filing
Subscribe to email notification
Unsubscribe from email notification
Subscribe to text notification
Unsubscribe from text notification

Back

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

# CERTIFICATE OF FACT OF GOOD STANDING

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

Bolton & Menk, Inc.

is an entity formed or registered under the law of Minnesota, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20211136976 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/05/2025 that have been posted, and by documents delivered to this office electronically through 11/10/2025 @ 16:13:04 .

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 11/10/2025 @ 16:13:04 in accordance with applicable law. This certificate is assigned Confirmation Number 17872344 .

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."*

# BOLTON & MENK, INC

# AFFIRMATIVE ACTION PROGRAMS

## For People of Color, Women and Individuals with Disabilities

## June 1, 2022 to May 31, 2023

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## DESCRIPTION OF ORGANIZATION

Bolton & Menk, Inc. anticipates providing engineering, land surveying, environmental services for municipalities and industrial clients, specialized services in transportation, aviation, geographic information systems (GIS), planning, landscape architecture, structural and water resources to various Cities, Counties and State Agencies throughout the State of Minnesota for the years 2022, 2023, 2024, and 2025. Based upon each project, a separate work order will be negotiated.

Bolton & Menk, Inc. currently is prequalified in numerous categories to perform work for engineering services and land surveying with the Minnesota Department of Transportation. Based upon each project, a separate work order will be negotiated.

The Corporate office for Bolton & Menk is located 1960 Premier Drive in Mankato, MN 56001.

The firm also maintains offices in

1. Baxter, MN: 7656 Design Road in Baxter, MN 56425-8676 (Phil Martin)
2. Burnsville, MN: 12224 Nicollet Avenue, Burnsville, MN 55337-1649 (Mike Waltman)
3. Chaska, MN: 2638 Shadow Lane, Suite 200 in Chaska, MN 55318-1172 (Dave Martini)
4. Duluth, MN: 4960 Miller Trunk Highway, Suite 350 in Duluth MN 55811 (Kris Swanson)
5. Fairmont, MN: 1501 South State Street, Suite 100 in Fairmont, MN 56031-4467 (Wes Brown)
6. Golden Valley, MN: 757 Golden Valley Road # 200 in Golden Valley, MN 55427 (David Rey)
7. Mankato, MN: 1960 Premier Drive, Mankato, MN 56001 (Joe Duncan) – **Corporate Office**
8. Minneapolis, MN: 111 Washington Ave South, Suite 650 in Minneapolis, MN 55401 (Marcus Thomas)
9. Oakdale, MN: 3507 High Point Drive North; Bldg 1 – Suite E130 in Oakdale, MN 55128 (Mike Boex)
10. Ramsey, MN: 7533 Sunwood Drive NW, Suite 206 in Ramsey, MN (Kevin Bittner)
11. Rochester, MN: 2900 43rd Street NW in Rochester, MN 55901 (Brian Malm)
12. Sleepy Eye, MN: 1243 Cedar Street NE in SleepyEye, MN 56085 (Bill Helget)
13. St. Cloud, MN: 3721 23rd Street South, Suite 102 in St. Cloud, MN 56301 (Jared Voge)
14. Willmar, MN: 2040 Highway 12 East in Willmar, MN 56201-5818 (Chuck DeWolf)

## DEFINITIONS USED IN THIS AAP

Individual with a Disability: any person who has a physical, sensory, or mental impairment which “materially” (Minnesota) or “substantially” (federal) limits one or more major life activities or has a record of or is regarded as having such an impairment. "Individual with a Disability" does not include an

alcohol or drug abuser whose current use of alcohol or drugs renders that individual a direct threat to property or the safety of others.

American Indian or Alaska Native - a person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.

Asian - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American - A person having origins in any of the black racial groups of Africa.

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

Native Hawaiian or Other Pacific Islander - A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Minority – Any person who identifies as being American Indian or Alaska Native, Asian, Black or African American, Hispanic or Latino, Native Hawaiian or Other Pacific Islander, or in any combination of these identifiers, or someone who identifies as White and as any of the other identifiers.

**Job Groups**: We currently use these broad job groups as one means of analyzing our workforce, we use the following as guidelines:

*Officials and Managers:* Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. This category includes: executives, senior level officials and managers, and first/mid-level officials and managers

*Professionals:* Professionals are considered to be persons working in occupations requiring either college graduation or comparable work experience. This category includes: landscape architects, graphic designers, animators, funding roles, engineers, licensed surveyors, marketing specialists, planners, GIS developers, Talent Management roles, payroll, information technology specialists, and specialty services specialists.

*Technicians:* Technicians are those whose work requires a combination of basic scientific knowledge and manual skills such as can be attained through two-year technical or community college degrees or equivalent on-the-job training. This category includes: internships in technical and engineering fields, drafters, internships, engineer technicians, construction project representatives, survey technicians and survey crew chiefs.

*Office and Clerical:* All clerical work regardless of the level of difficulty in which activities are predominantly non-manual (though some manual work not directly involved with transporting plans or event materials). This includes: administrative internships, administrative assistants, accounting roles, and support specialists.

**Underutilization:** The Minnesota Department of Human Rights defines underutilization in a job group if the number of women or people of color in a job group are less than what is expected based on the availability percentage data adopted for the analysis.

The Department uses the "WHOLE-PERSON RULE" in determining underutilization.

Declaration of underutilization does not indicate discrimination has occurred in a company; rather, it is an opportunity to enable a company to apply good faith efforts to ensure equal employment opportunities continually occur in the business.

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY

| | | | |
|---|---|---|---|
| **Business Name** | Bolton & Menk, Inc | **Date** | June 23, 2022 |
| **EEO Official, Name** | Tonya Hobbie, PHR | **EEO Official, Title** | Director of Talent Management |
| **EEO Official** Phone Number | 507-625-4171 | **EEO Official** Email Address | Tonya.Hobbie@bolton-menk.com |

This is to affirm Bolton & Menk, Inc policy of providing equal employment opportunities to all employees and applicants for employment in accordance with all applicable laws, directives and regulations of federal, state, and local governing bodies or agencies.

Our organization will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, sex, sexual orientation, gender identity, disability, age, marital status, familial status, membership or activity in a local human rights commission, or status regarding public assistance. We will take affirmative steps to ensure that all our employment practices are free of discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, selection, layoff, disciplinary action, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. We will provide reasonable accommodation to applicants and employees with disabilities whenever possible.

We will evaluate the performance of management and supervisory personnel based on their involvement in achieving these Affirmative Action objectives as well as other established criteria. In addition, all employees are expected to perform their job responsibilities in a manner that supports equal employment opportunities.

I have appointed the above-named EEO Official to manage the Equal Employment Opportunity (EEO) program. This person's responsibilities include monitoring all EEO activities and reporting the effectiveness of the business' Affirmative Action program as required by law. I will receive and review reports on the progress of the program. Any employee or applicant may inspect our Affirmative Action Plan and information related to our EEO program during normal business hours. Please contact the EEO Official for further information.

Any employee or applicant for employment who believes they have been treated in a way that violates this policy should contact either the EEO Official or any other management representative, including me. We will take immediate action to investigate and address allegations of discrimination or harassment confidentially and promptly.

| | | |
|---|---|---|
|  | Bradley C. DeWolf, P.E. | 6/23/2022 |
| Signature of President/CEO | First and Last Name | Date |

## ASSIGNMENT OF RESPONSIBILITY FOR AFFIRMATIVE ACTION PROGRAM

Tonya Hobbie is designated as the company's EEO manager and is tasked with monitoring all employment activity to ensure that our EEO/AA policies are being carried out. The EEO/AA manager has been given the necessary staffing and support from senior management to fulfill the duties of the position. These duties include, but are not limited to, the following:

1. Develop an EEO policy statement and Affirmative Action Plan ("AAP") that are consistent with the company's EEO policies and establish our affirmative action goals and objectives.

2. Develop and implement internal and external strategies for disseminating the company's AAP and EEO policies.

3. Conduct and/or coordinate EEO/AA training with all levels of leadership to inform them of their responsibilities pursuant to the Affirmative Action Plan/Program.

4. Ensure all levels of leadership understand it is their responsibility to take action to prevent the harassment of employees and applicants for employment.

5. Ensure that all minority, female, and disabled employees are provided equal opportunity as it relates to organization-sponsored training programs, recreational/social activities, benefit plans, pay and other working conditions.

6. Implement and maintain EEO audit, reporting, and record-keeping systems in order to measure the effectiveness of our Affirmative Action Plan/Program and to determine whether our goals and objectives have been attained.

7. Coordinate the implementation of necessary affirmative action to meet compliance requirements and goals.

8. Serve as liaison between our organization and relevant governmental enforcement agencies.

9. Coordinate the recruitment and employment of women, people of color, and individuals with disabilities, and coordinate the recruitment and utilization of businesses owned by women, people of color, and individuals with disabilities.

10. Coordinate employee and company support of community action programs that may lead to the full employment of women, people of color, and individuals with disabilities.

11. Keep management informed of the latest developments in the area of EEO.

# INTERNAL AND EXTERNAL DISSEMINATION OF AFFIRMATIVE ACTION POLICY AND PLAN

## A. Internal Dissemination

1. Bolton & Menk, Inc.'s EEO policy statement is included in our employee handbooks which is distributed and viewable on our company Learning Management System and company intranet.

2. Bolton & Menk, Inc. will publicize our EEO policy on the company intranet.

3. Schedule special meetings leadership to discuss the policy and explain individual employee responsibilities.

4. Orientation and training sessions will be conducted to inform all employees and management of the Company's EEO/AA commitment and of individual responsibility for effective implementation.

5. Our EEO policy statement and non-discrimination posters are posted and conspicuously displayed on the employee communication board.

6. When employees are featured in social media, marketing materials used with recruiting, or similar publications, we will include images of male and female employees, employees of color, and disabled employees.

7. Communicate at least annually to employees the existence of our affirmative action program and make available the elements of its program as well as enable prospective employees to know and avail themselves of all of our program's benefits.

8. All personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes are carefully selected and trained to ensure that the goals and commitments in the company's affirmative action program are implemented.

## B. External Dissemination

1. Bolton & Menk, Inc. will notify all recruiting sources of the company's EEO policy, stipulating that these sources actively recruit and refer women and people of color for all positions listed.

2. Bolton & Menk, Inc. will hold formal briefing sessions with representatives from recruiting sources. As an integral part of these briefings, we will include facility tours; clear and concise explanations of current and future job openings; position descriptions; worker specifications; explanations of the company's selection process; and recruiting literature. We will make formal arrangements regarding applicant referrals, and follow-up with referral sources regarding the disposition of applicants.

3. Any disabled employees who wish to participate in career days, youth STEM programs, and related community activities will be given opportunity to do so.

4. Bolton & Menk, Inc. will use all available resources to continue or establish on-the-job training programs.

5. Bolton & Menk, Inc. will send written notification of the company's EEO policy to all sub-contractors, vendors, and suppliers, and request cooperative action from them.

6. Bolton & Menk, Inc. will notify current and potential sources of work force supply, including but not limited to employment agencies, community action agencies, schools, or colleges of our EEO/AA policies.

7. When employees are featured in consumer or help wanted advertising, we will include images of male and female employees, employees of color, and disabled employees.

8. The existence of our EEO policy will be communicated to prospective employees.

9. The statement "equal opportunity employer" or "affirmative action employer" will be included on company stationery letterhead, purchase orders, contracts, and in advertisements recruiting employees and subcontractors, and on employment applications.

## INTERNAL AUDIT AND REPORTING SYSTEMS

Our EEO manager has responsibility for implementing and monitoring our affirmative action programs. Department heads, managers, and supervisors are responsible for providing the EEO manager with information and/or statistical data as necessary to measure our good faith efforts to implement our programs.

At least annually, internal audit reports will be prepared in table format and dated. Data collected for these reports will include applicant flow, new hires, promotions, transfers, and terminations (voluntary and involuntary) by job group. Figures for each personnel process must show a breakdown by sex, minority classification, and disability status. Reports will be disseminated to appropriate levels of management, and any problem areas will be addressed as promptly as possible.

We will preserve all audit data and other applicable documentation and information available as required by law to the Minnesota Department of Human Rights and other government agencies.

Also, once a year we will submit to the Minnesota Department of Human Rights, on or before, the anniversary date of our Workforce Certificate of Compliance, our **Annual Compliance Report** as required under Minnesota Administrative Rule 5000.3580 for the company's regular workforce.

## WORKFORCE ANALYSIS

The Annual Compliance Report, Availability/Utilization/Underutilization Analysis, and our workforce analysis is found at the end of Affirmative Action Program. We identify each title by job group and use a composite availability worksheet to complete the AUUA by job group.

## GOALS AND TIMETABLES

Bolton & Menk, Inc. will make a good faith effort to achieve the availability percentages for people of color or women in any and all job group(s) where we have identified underutilization. We will continue good faith efforts to recruit and retain individuals with disabilities, people of color and women in all levels of our workforce.

It is our goal to create a certified apprenticeship program and an internal training program over the next few years to increase the diversity in our candidates and current employees. We continue to analyze employee's current job descriptions and work with our leadership on succession planning within each job group.

Bolton & Menk, Inc. will most likely expand our locations within the next four years. As we grow locations in metropolitan areas, we may find diversity and hiring needs will change from our original scope. We will continue to expand our recruitment and hiring efforts through our outreach into new communities and colleges as well as the relationships we make with the individuals we serve in each community.

## PROBLEM AREAS DEFICIENCY IDENTIFICATION AND ANALYSIS

Bolton & Menk, Inc. periodically conducts an in-depth analysis of its total employment process to determine whether and where impediments to equal employment opportunity may exist. We evaluated:

1. Workforce composition by job group: We have identified underutilization in our availability/utilization/underutilization analysis (AUUA), and we have set goals to remedy that underutilization.

2. Personnel activity: Bolton & Menk, Inc. will routinely conduct adverse impact analyses using the "Eighty Percent Test" or other statistical methods to analyze our personnel activities, including applicant flow, hires, promotions, terminations and other personnel actions, to determine if there are selection disparities between men and women, people of color, nonminority (and within specific racial groups, if appropriate), or disabled and nondisabled applicants or employees. We will take corrective action to remove any barriers to hiring or retaining women, people of color, or individuals with disabilities, if found.

3. Compensation system: The company will routinely review our compensation system, including rates of pay and bonuses, to determine whether there is any gender, race, ethnicity, or disability-based disparities. If any disparities are identified, we take prompt action to resolve the disparity.

4. Personnel procedures: We will routinely review all of our personnel procedures and processes, including selection, recruitment, referral, transfers and promotions, seniority provisions, internship programs and company-sponsored training programs and other company activities to determine if all employees or applicants are fairly considered.

5. Any other areas that might impact the success of our Affirmative Action Program: We continually analyze any other areas that may impact our success, such as accessibility of our facility to the available workforce, the attitude of our current workforce towards EEO, proper posting of our EEO policy and required governmental posters, proper notification of our subcontractors or vendors, and retention of records in accordance with applicable law. We take prompt action to remedy any problems in these areas through training of staff or other methods.

## ACTION-ORIENTED PROGRAMS

1. **Selection Process:** We will evaluate our selection process using an adverse impact analysis to determine if our requirements screen out a disproportionate number of people of color, women, or individuals with disabilities. All personnel involved in the recruitment, screening, selection, promotion, disciplinary, and related processes will be carefully selected and trained to ensure that there is a commitment to the affirmative action program and its implementation.

    a. *Schedule for Review of Job Requirements:* We will annually review all physical and mental job requirements to ensure that these requirements do not tend to screen out qualified individuals with disabilities. We will determine whether these requirements are job-related and are consistent with business necessity and the safe performance of the job, and we will remove any physical or mental requirements that do not meet these criteria. Any job descriptions or requirements changed after review will be distributed to all relevant employees, particularly those involved in the selection process and supervision of employees. Bolton & Menk, Inc. does not require medical or written testing for pre-employment.

2. **Accommodations to Physical and Mental Limitations of Employees:** We evaluate and provide reasonable accommodations to the physical and mental limitations of an employee or applicant unless such an accommodation would impose an undue hardship on the conduct of the business.

3. **Recruitment of Employees**

    a. All solicitation or advertisements for employees on behalf of Bolton & Menk, Inc. will state that applicants will receive consideration for employment regardless of their race, color, creed, religion, national origin, sex/gender, sexual orientation, disability, age, marital status, familial status, pregnancy, veteran status, citizenship status, membership or activity in a local human rights commission, status with regard to public assistance, or any other federal, state or local law.

    b. Bolton & Menk, Inc. will not indicate in job postings a preference, limitation, or specification based on sex, age, national origin, or other protected characteristic, unless that characteristic is a bona fide occupational qualification for a particular job.

c. Bolton & Menk, Inc. will contact minority, female, disabled community organizations and agencies such as the State of Minnesota Workforce Centers, America's Job Bank, or similar governmental agencies.

d. We will request the Minnesota Department of Employment and Economic Development to refer qualified individual with disabilities for employment consideration under our affirmative action programs.

e. Active recruiting programs, where applicable, will be carried out at secondary schools, community colleges, technical schools and colleges.

f. We will encourage present minority, female and disabled employees to recruit other minorities and females and disabled persons, and where reasonable, provide job shadow opportunities and summer employment to minority, female and disabled youth. Bolton & Menk has a referral program that encourages current employees to recruit others to our organization. We have a formal job shadow program where individuals who apply may spend a day job shadowing an individual in our organization based on their request.

g. *Consideration of people of color and women not currently in the workforce:* We will take additional steps to encourage the employment of women, people of color and individuals with disabilities who are not currently in the workforce, such as providing part-time employment, internships, or summer employment programs.

h. Recruitment brochures pictorially presenting work situations will include minority, female and disabled staff.

## 4. Training Programs

a. People of color, female employees and employees with disabilities will be afforded a full opportunity and will be encouraged to participate in all organization sponsored educational and training programs.

b. Training programs and educational programs, to which we give support or sponsorship, will be regularly reviewed to ensure that minority, disabled and female employees are given equal opportunity to participate.

c. Appropriate steps will be taken to give active encouragement to minority, disabled and female employees to increase their skills and job potential through participation in available training and educational programs.

5. **Promotion/Transfer Process:** The company supports internal growth and career advancement. In-house employees are given first opportunity and are encouraged to develop into advanced positions where possible. We will conduct adverse impact analyses to ensure that women, people of color, and employees with disabilities are promoted at rates substantially similar to men, non-people of color, and individuals without disabilities.

6. **Termination Process:** Bolton & Menk, Inc has a progressive discipline process used with employees, where appropriate. All employees are made aware of our discipline process. Talent Management is involved in this process to analyze and monitor that women, people of color, and employees with disabilities are not represented at rates substantially dissimilar to those of men, non-people of color, and employees without disabilities. We will conduct adverse impact analyses to ensure that women, people of color, and employees with disabilities do not leave our company at rates substantially dissimilar to those of men, non-people of color, and employees without disabilities.

## RELIGION AND NATIONAL ORIGIN DISCRIMINATION AND ACCOMMODATION FOR RELIGIOUS OBSERVANCE AND PRACTICE

As a part of our commitment to Equal Employment Opportunity for all, we have made a specific effort to ensure that national origin and religion are not factors in recruitment, selection, promotion, transfer, termination, or participation in training. The following activities are undertaken to ensure religion and national origin are not used as a basis for employment decisions:

1. Recruitment resources are informed of our commitment to provide equal employment opportunity without regard to national origin or religion.

2. Our employees are informed of our policy and their duty to provide equal opportunity without regard to national origin or religion.

3. Employment practices exist and are reviewed to ensure that we implement equal employment opportunity without regard to national origin or religion.

4. The religious observances and practices of our employees are accommodated, except where the requested accommodation would cause undue hardship on the operation of our business.

5. We do not discriminate against any qualified applicant or employee because of race, color, creed, disability, age, sex, sexual orientation, marital status, or status with regard to public assistance in implementing the policy concerning non-discrimination based on national origin or religion.

## SEX DISCRIMINATION GUIDELINES

We incorporate the following commitments into this AAP to ensure that all laws related to the prohibition of discrimination based on sex are followed:

1. Employment opportunities and conditions of employment are not related to the sex of any applicant or employee. Salaries are not related to or based upon sex.

2. Women are encouraged to attend all training or development programs to facilitate their opportunities for promotion, and to apply for all positions for which they are qualified.

3. We do not deny employment to women or men with young children and do not penalize, in conditions of employment, women or men who require time away from work for parental leave.

4. Appropriate physical facilities are provided to both sexes.

### Prevention of Harassment and Discrimination

Our company has developed policies prohibiting the harassment of or discrimination against any employee because of any characteristic protected under civil rights laws. Bolton & Menk will distribute these policies routinely to current employees through our handbook distribution process and incorporate these policies as a part of new employee orientation. Employees are made aware of contact persons to report any violation of these policies.

## PROTECTED CLASS HARASSMENT POLICY

It is the policy of Bolton & Menk to maintain a work environment free from harassment based on protected class. Harassment based on race, color, sex/gender, religion, creed, sexual orientation, age, disability, national origin, marital or familial status or any other legally protected status is strictly prohibited.

Sexual harassment is a form of sexual discrimination that can include unwelcome sexual advances, requests for sexual favors and other verbal or physical contact. Explicit or implicit advances as a condition of employment, interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment will not be tolerated.

Discriminatory harassment can include slurs, jokes or degrading comments concerning a person's race, color, religion, sex/gender, sexual orientation, age, disability, national origin, marital or familial status or any other legally protected status and is strictly prohibited.

Repeated offensive sexual flirtation; sexual advances or propositions; any uninvited and unwelcome physical contact or touching; continual or repeated abuse of a sexual nature; verbal comments containing sexual content; and the display of sexually suggestive objects in the workplace is also prohibited.

Harassment based on the protected class of an employee may not take place in any form by any employee, supervisor, customer or supplier of Bolton & Menk.

## Reporting a Complaint

An employee who experiences or witnesses sexual or other protected class harassment must report it to his/her supervisor, an Affirmative Action Officer (Business Manager or Talent Management) or the President/CEO, immediately. Any company officer or supervisor is willing to take your complaint. A supervisor who receives a report or who is aware of a violation of this policy shall report it immediately to Talent Management. Failure to forward such a complaint will result in disciplinary action up to and including termination. If the supervisor is the person the complaint is against, the employee should go to the next level leadership.

A complaint to the "harasser" is not sufficient to trigger the protection this policy intends to provide. An employee who does not follow this reporting procedure runs the risk that concerns about protected class harassment will not be investigated, and therefore will not be addressed effectively.
The reporting party or complainant shall clearly describe the conduct when making a report or complaint and identify the complaint as one of harassment under this policy. Employees making a report should document behavior they have witnessed. Documentation should include specifics about the behavior, direct quotes, if possible, patterns of abuse, names of witnesses and time and place of incidents. Bolton & Menk encourages the reporting party or complainant to use the report form available from Talent Management or available from any supervisor, but verbal reports to Talent Management or a supervisor will also be considered complaints.

Nothing herein shall be construed as limiting in any way an employee's right to file a charge of protected class harassment with the Minnesota Department of Human Rights, the Federal Equal Employment Opportunity Commission or an appropriate court.

The complaint will be investigated promptly. If the investigation confirms the allegation, appropriate disciplinary action, up to and including termination, will be taken. Appropriate disciplinary action is at the discretion of Bolton & Menk. Every effort will be made to resolve the complaint promptly and effectively.

All complaints and action taken to resolve complaints of sexual or other protected harassment will be treated with as much confidentiality as possible but understand that confidentiality cannot be guaranteed.

Retaliatory action against an employee, who in good faith makes a complaint of protected class harassment or who participates in a Company investigation of protected class harassment, will not be tolerated. Any employee who believes they have been subject to retaliation in violation of this policy should immediately report such retaliation under the "Reporting a Complaint" Section of the policy.

If a customer or a supplier harasses an employee, the employee should report it immediately to his/her supervisor, an Affirmative Action Officer (Business Manager or Talent Management) or the President/CEO. The complaint will be investigated promptly. If the investigation confirms the allegation, appropriate action will be taken, at Bolton & Menk's discretion.

Every employee is responsible for personal conduct in a manner consistent with the spirit and intent of this policy

# DISPUTE RESOLUTION POLICY

In every company, there can be honest differences of opinion between people. When there is a concern, Bolton & Menk encourages its employees to talk to their immediate supervisor first but recognizes that it may not always be possible.

In an effort to establish a procedure, which provides for a prompt and equitable resolution of employee concerns, the following procedure has been established. In the event that an employee has a concern relating to work, these procedures should be followed:

Step 1: Any concern should be presented orally or in writing to your immediate supervisor. The supervisor will make every effort to arrive at a mutually satisfactory resolution.

Step 2: If your immediate supervisor is unavailable, or if the results obtained do not bring you satisfaction, you are urged to speak with your work group leader.

Step 3: If, for some reason, the results obtained are not to your satisfaction, you are urged to contact Talent Management or the President/CEO.

Employees can help Bolton & Menk be the best company it can be by having a willingness to communicate concerns to management.

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

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

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

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

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

_____.

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

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

| Name | Address | DOB | Social Security Number |
|---|---|---|---|
| Name | Address | DOB | Social Security Number |

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

Company Name: Bolton & Menk, Inc

Authorized Signature: _____ Title: Transportation Group Leader, Principal

Printed Name: Ross Tillman Date: 01/29/2025

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/14/2025

**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 | CONTACT NAME: Bridget Whipps CISR | |
|---|---|---|
| Brown & Brown Insurance Services, Inc.<br>1120 South Avenue<br>North Mankato MN 56003 | PHONE (A/C, No, Ext): (507) 344-4501 | FAX (A/C, No): (866) 800-6596 |
| | E-MAIL ADDRESS: Bridget.Whipps@bbrown.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Bolton & Menk Inc<br>1960 Premier Dr<br>Mankato MN 56001 | INSURER A : EMCASCO Insurance Company | 21407 |
| | INSURER B : Employers Mutual Casualty Company | 21415 |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

**COVERAGES** **CERTIFICATE NUMBER:** 25/26 Term **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS-MADE ☒ OCCUR<br>☒ Contractual Liability<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☒ PRO-JECT ☐ LOC<br>☐ OTHER: | Y | | 6D50852-26 | 01/01/2025 | 01/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 2,000,000<br>$ 1,000,000<br>$ 10,000<br>$ 2,000,000<br>$ 4,000,000<br>$ 4,000,000<br>$ |
| B | AUTOMOBILE LIABILITY<br>☒ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | | | 6E50852-26 | 01/01/2025 | 01/01/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| B | ☐ UMBRELLA LIAB ☒ OCCUR<br>☒ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☒ RETENTION $ 0 | | | 6J50852-26 | 01/01/2025 | 01/01/2026 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 10,000,000<br>$ 10,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | Y | 6H50852-26 | 01/01/2025 | 01/01/2026 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| B | Leased/Rented Equipment | | | 6C50852-26 | 01/01/2025 | 01/01/2026 | Limit | $100,000 |

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

RE: 25-002 Planning Consultant for 24th Street Bridge and Downtown Corridor. The City of Pueblo, its agents, officers and employees are additional insured regarding general liability. Waiver of subrogation applies to workers compensation.

**CERTIFICATE HOLDER**

City of Pueblo, a Municipal Corporation
230 S. Mechanic Street
Pueblo CO 81003

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**

Bridget Whipps

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/31/2025 | 11/21/2025

**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, LLC<br>DBA Lockton Insurance Brokers, LLC in CA<br>CA license #0F15767<br>444 W. 47th St., Ste. 900<br>Kansas City MO 64112-1906<br>(816) 960-9000 kcasu@lockton.com | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED** 1568461<br>BOLTON & MENK, INC.<br>1960 PREMIER DR<br>MANKATO MN 56001 | **INSURER(S) AFFORDING COVERAGE** / **NAIC #**<br>**INSURER A :** Continental Casualty Company / 20443<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**INSURER F :** |

**COVERAGES** **CERTIFICATE NUMBER:** 22649327 **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 | |
|---|---|---|---|---|---|---|---|---|
| | **COMMERCIAL GENERAL LIABILITY**<br>☐ CLAIMS-MADE ☐ OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | NOT APPLICABLE | | | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br> | $ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ |
| | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY | | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br> | $ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| | ☐ **UMBRELLA LIAB** ☐ OCCUR<br>☐ **EXCESS LIAB** ☐ CLAIMS-MADE<br>☐ DED ☐ RETENTION $ | | | NOT APPLICABLE | | | EACH OCCURRENCE<br>AGGREGATE<br> | $ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | NOT APPLICABLE | | | ☐ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ XXXXXXX<br>$ XXXXXXX<br>$ XXXXXXX |
| A | PROF / POLL LIABILITY | N | N | AEH114019718 | 12/31/2024 | 12/31/2025 | $15M PER CLIAM; $15M AGG LIMIT | |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
RE: 25-002 PLANNING CONSULTANT FOR 24TH STREET BRIDGE AND DOWNTOWN CORRIDOR;

**CERTIFICATE HOLDER**

**22649327**
CITY OF PUEBLO, A MUNICIPAL CORPORATION
230 S. MECHANIC STREET
PUEBLO, CO 81003

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE** Joseph M Agnello

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**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Beritt Odom, Director Planning and Community Development

SUBJECT: AN ORDINANCE CHANGING ZONING RESTRICTIONS FROM R-2 SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT COVERING AN UNIMPROVED .34-ACRE PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF MADISON AVENUE AND PITKIN AVE

## SUMMARY:

Rezone parcel 1501216009 from a Single-Family Residential (R-2) to Multiple Residential and Office (R-5) Zone District to facilitate the development of a six-unit multifamily residence.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The .34-acre property is vacant and generally located at the southeast corner of the Madison St and E Pitkin Ave intersection a few blocks east of Pueblo Central High School. A 10-foot alley separates the subject property from the single-family residences to the north.

The subject property is currently zoned R-2, which is designed to retain and provide areas primarily for single-family development. A duplex is the highest-allowed density option in R-2. Thus, multifamily residences are not permitted within an R-2 Zone District. The R-5 Zone District is designed to retain and provide areas of multifamily dwelling unit structures with limited commingling of professional offices and studios. Should the subject property be rezoned to R-5, a multifamily residence would be allowed by-right at the subject property.

The subject property is within a future land use area classified as Urban Residential by

the 2022 Regional Comprehensive Plan. The Urban Residential classification is characterized by traditional urban neighborhoods with uniform block sizes, gridded streets, alleys, and an integrated mix of housing types near a variety of services and amenities. It calls for primary land uses of single-family detached and attached homes, duplexes, and townhomes with supporting land uses that include accessory dwelling units, small-scale multi-family dwellings, neighborhood-scale commercial services, parks, schools, and libraries.

All multifamily residences must meet performance, design, and site standards set by the Pueblo Municipal Code. These include requirements for architecture, landscaping, lighting, and off-street parking. The applicant has provided a tentative site plan illustrating their intent to meet these standards. The site plan shows the residential structure facing Madison and Pitkin Avenues with a green space separating the structure from the sidewalk. A small garden, parking area, and refuse receptacle will be located behind the residential structure, adjacent to the alley.

## FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

## BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 13, 2025, Regular Meeting, voted 6-1 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-25-13 Attachments

ORDINANCE NO.

AN ORDINANCE CHANGING ZONING RESTRICTIONS FROM R-2 SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT COVERING AN UNIMPROVED .34-ACRE PARCEL OF LAND GENERALLY LOCATED AT THE SOUTHEAST CORNER OF MADISON AVENUE AND PITKIN AVE

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 R-5, Multiple-Residential Zone District:

All of Lots F, G, H and a portion of Lot I, Block 164, South Pueblo Homestead and Building Association's Subdivision being more particularly described as follows:

**BEGINNING** at the most westerly corner of Lot F, Block 164, South Pueblo Homestead and Building Association's Subdivision, thence S 46°11' 09" E along the southwesterly line of said Lots F, G, H, and I a distance of 130.47 feet; thence N 43°28' 11" E a distance of 80.86 feet; thence N 46°01' 12" W a distance of 2.82' feet; thence N 43°58' 48" E a distance of 34.37 feet to a point on the northeasterly line of said Lot I; thence N 46°12' 04" W along the northeasterly line of said Lots I, H, G and F a distance of 127.13 feet to the most northerly corner of said Lot F; thence S 43°52' 58" W along the northwesterly line of said Lot F a distance of 115.20' to the **POINT OF BEGINNING.**
Rezoned area contains 0.34 acres, more or less

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on November 24, 2025.

Final adoption of Ordinance by City Council on December 8, 2025.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

**Action by City Council After Disapproval by the Mayor:**

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

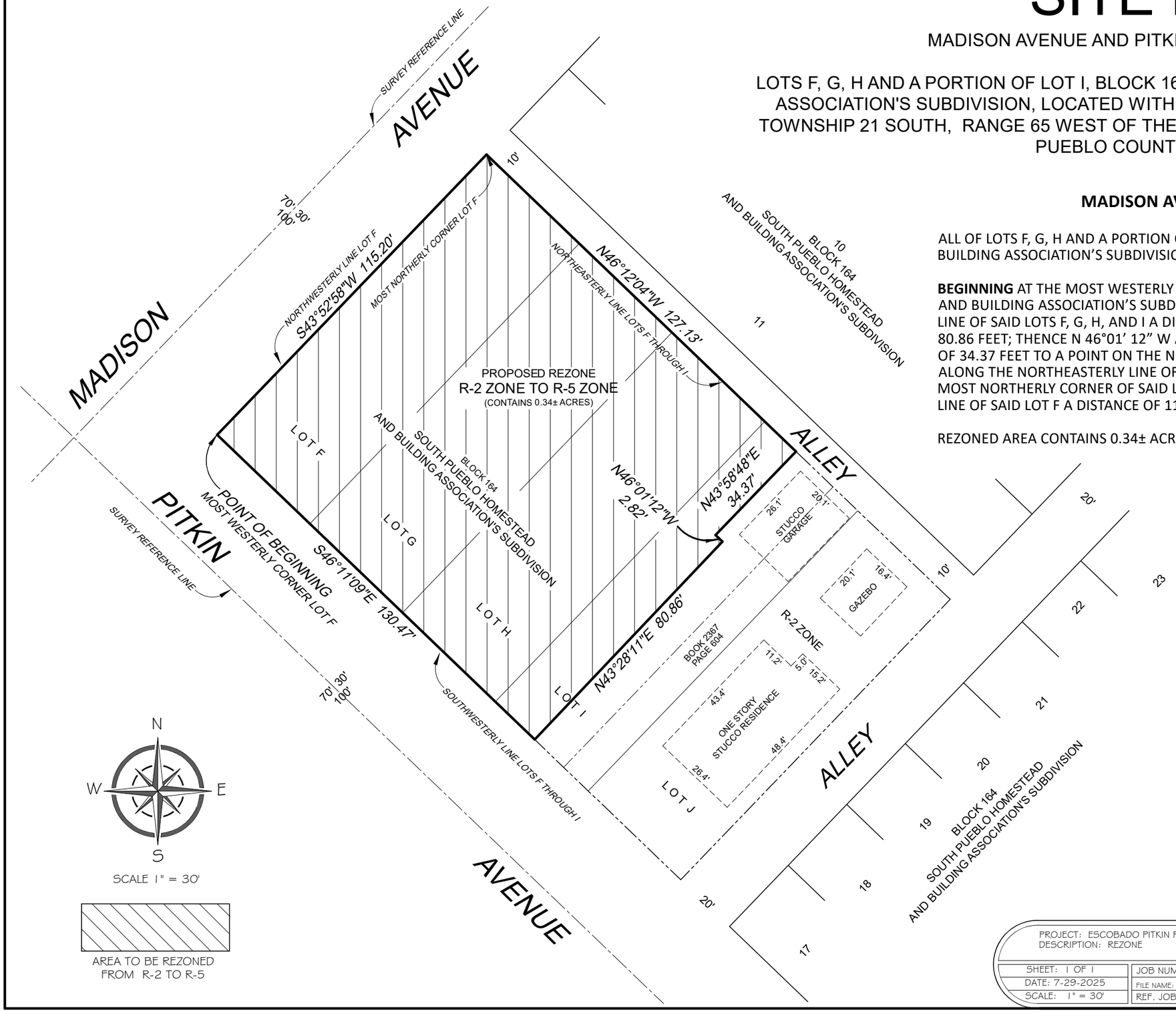
ATTEST

_____
City Clerk

# SITE PLAN

MADISON AVENUE AND PITKIN AVENUE REZONE Z-25-13

LOTS F, G, H AND A PORTION OF LOT I, BLOCK 164, SOUTH PUEBLO HOMESTEAD AND BUILDING ASSOCIATION'S SUBDIVISION, LOCATED WITHIN A PORTION OF THE NW 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.




N
W E
S

SCALE 1" = 30'

AREA TO BE REZONED FROM R-2 TO R-5

**LEGAL DESCRIPTION**
**MADISON AVE AND PITKIN AVE REZONE Z-25-13**

ALL OF LOTS F, G, H AND A PORTION OF LOT I, BLOCK 164, SOUTH PUEBLO HOMESTEAD AND BUILDING ASSOCIATION'S SUBDIVISION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE MOST WESTERLY CORNER OF LOT F, BLOCK 164, SOUTH PUEBLO HOMESTEAD AND BUILDING ASSOCIATION'S SUBDIVISION, THENCE S 46°11' 09" E ALONG THE SOUTHWESTERLY LINE OF SAID LOTS F, G, H, AND I A DISTANCE OF 130.47 FEET; THENCE N 43°28' 11" E A DISTANCE OF 80.86 FEET; THENCE N 46°01' 12" W A DISTANCE OF 2.82' FEET; THENCE N 43°58' 48" E A DISTANCE OF 34.37 FEET TO A POINT ON THE NORTHEASTERLY LINE OF SAID LOT I; THENCE N 46°12' 04" W ALONG THE NORTHEASTERLY LINE OF SAID LOTS I, H, G AND F A DISTANCE OF 127.13 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT F; THENCE S 43°52' 58" W ALONG THE NORTHWESTERLY LINE OF SAID LOT F A DISTANCE OF 115.20' TO THE **POINT OF BEGINNING.**

REZONED AREA CONTAINS 0.34± ACRES

| | |
|---|---|
| PROJECT: ESCOBADO PITKIN PROPERTY<br>DESCRIPTION: REZONE | |
| SHEET: 1 OF 1 | JOB NUMBER: 2024-288 |
| DATE: 7-29-2025 | FILE NAME: 2024-288 LLR GROUND |
| SCALE: 1" = 30' | REF. JOB NO. |


Cardinal Points
Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eaglerdge Place, Suite 110
Pueblo, Colorado 81008

Mike Castellucci
*Chair*

Patrick Avalos
*Vice Chair*

Brett Boston
*City Council Representative*

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

James Salazar

city of PUEBLO colorado

Planning & Zoning Commission

***MINUTES OF REGULAR MEETING***
City of Pueblo, Colorado
Wednesday, August 13, 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, Beritt Odom, Director of Planning and Community Development; Wade Broadhead, Senior Planner, Mikaylin Hackly, Planner, Hannah Prinzi Planner, and Cindy Capritta, Land Use Tech.

**Staff Members Absent**:

**Approval of the Agenda:** Bailey moved to continue A-25-01 to the September 10, 2025, meeting and approve the agenda as amended, seconded by Boston.

**Motion Passed:** 7-0

**Public Hearing:**

**Z-25-13 Rezoning:** Rezone of .385 acres located at the Northeast corner of Madison St. and Pitkin Ave. from R-2 Single Family Residential to R-5 Multiple Residential and Office District. Staff Report by Hannah Prinzi.

**Hearing:** Applicant Paul Glenn was sworn in and spoke in favor of the application. Being sworn in and speaking in opposition were Meghan Dunphy, Michael Dunphy, David Arguello.

**Commission Action:** Bailey moved to recommend rezoning application be submitted to City Council seconded by Boston.

**Motion Passed:** 6-1 (Avalos)

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-25-13

August 13, 2025

| | |
|---|---|
| **TO:** | City of Pueblo Planning and Zoning Commission |
| **FROM:** | Hannah Prinzi, Planner |
| **THROUGH:** | Beritt Odom, Interim Director of Planning and Community Development |
| **SUBJECT:** | Rezoning from a Single-Family Residential (R-2) Zone District to a Multiple-Residential and Office (R-5) Zone District |
| **APPLICANT:** | Paul Glenn, PSTM Architecture & Planning Inc |
| **PROPERTY OWNER:** | AMP LLC |
| **LOCATION:** | Parcel 1501216009 |
| **CONCURRENT REQUESTS:** | RPB-25-05, South Pueblo Homestead and Building Association's Subdivision Rearrangement of Property Boundaries |

**REQUEST:**
Rezone parcel 1501216009 from a Single-Family Residential (R-2) to Multiple Residential and Office (R-5) Zone District to facilitate the development of a six-unit multifamily residence.

**BACKGROUND AND ANALYSIS:**
The applicant is requesting to rezone parcel 1501216009 from Single-Family Residential (R-2) to a Multiple Residential and Office (R-5) Zone District to facilitate the development of a six-unit multifamily residence. The .22-acre property is vacant and generally located at the southeast corner of the Madison St and E Pitkin Ave intersection a few blocks east of Pueblo Central High School. A 10-foot alley separates the subject property from the single-family residences to the north.

The subject property is currently zoned R-2, which is designed to retain and provide areas primarily for single-family development. A duplex is the highest-allowed density option in R-2. Thus, multifamily residences are not permitted within an R-2 Zone District. The R-5 Zone District is designed to retain and provide areas of multifamily dwelling unit structures with limited commingling of professional offices and studios. It allows different housing options that range from single-family to multifamily residences and limited commercial uses, such as art galleries, bed and breakfast inns, offices, and churches. More intense uses are allowed by-review, such as nursing homes, restaurants, and theaters. Should the subject property be rezoned to R-5, a multifamily residence would be allowed by-right at the subject property. With the proposed rearrangement of property boundaries, the development parcel meets the minimum lot width and size for a R-5 Zone District.

The subject property is within a future land use area classified as Urban Residential by the 2022 Regional Comprehensive Plan. The Urban Residential classification is characterized by traditional urban neighborhoods with uniform block sizes, gridded streets, alleys, and an integrated mix of housing types near a variety of services and amenities. It calls for primary land uses of single-family detached and attached homes, duplexes,

and townhomes with supporting land uses that include accessory dwelling units, small-scale multi-family dwellings, neighborhood-scale commercial services, parks, schools, and libraries.

All multifamily residences must meet performance, design, and site standards set by the Pueblo Municipal Code. These include requirements for architecture, landscaping, lighting, and off-street parking. The applicant has provided a tentative site plan illustrating their intent to meet these standards. The tentative site plan shows the residential structure facing Madison and Pitkin Avenues with a green space separating the structure from the sidewalk. A small garden, parking area, and refuse receptacle will be located behind the residential structure, adjacent to the alley. The proposed Rearrangement of Property Boundaries will remove interior lot lines and ensure the garage, west of the subject property, is no longer split down the middle by property lines. The rearrangement of property boundaries and building permit applications must be approved before construction can commence. Staff comments (below) will need to be addressed before final approval.

## SITE CHARACTER AND COMPATIBILITY

**Site Character:** The subject property is a vacant, 0.22-acre parcel at the intersection of Madison St and E Pitkin Ave.

**Neighborhood Compatibility:**

North: Single-Family Residential (R-2) and One- and Two-Family Residential (R-3) Zone Districts: Food bank and single-family residences (Pueblo Food Project and RMSER)

East: Single-Family Residential (R-2) and One- and Two-Family Residential (R-3) Zone Districts: Single-family residences

South: Single-Family Residential (R-2) Zone District: Church and single-family residences

West: Multiple-Residential and Office (R-5) Zone District: Multifamily residence

**Comprehensive Plan Compliance:** The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Urban Neighborhood. The Urban Neighborhood classification calls for primary land uses of single-family detached and attached homes, duplexes, and townhomes with supporting land uses of accessory dwelling units, small-scale multi-family dwellings, neighborhood-scale commercial services, parks, schools, and libraries. The recommended density is 6 to 16 units per acre.

The entire block between E. Routt Ave., Jefferson St., E. Pitkin Ave., and Madison St. is approximately 3.76 acres, with the proposed six-unit multifamily development the net density of the block will be 7 units per acre, which meets the intent of the Comprehensive Plan. The proposed multifamily development will also expand housing options within the Mesa Junction Neighborhood.

## ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

❑ Comments **Affirmative**

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)(XX) OF THE PMC:**

**Multiple-Residential and Office (R-5) Zone District Standards:**
The standards of this district (R-5) are designed to retain and provide areas of 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.

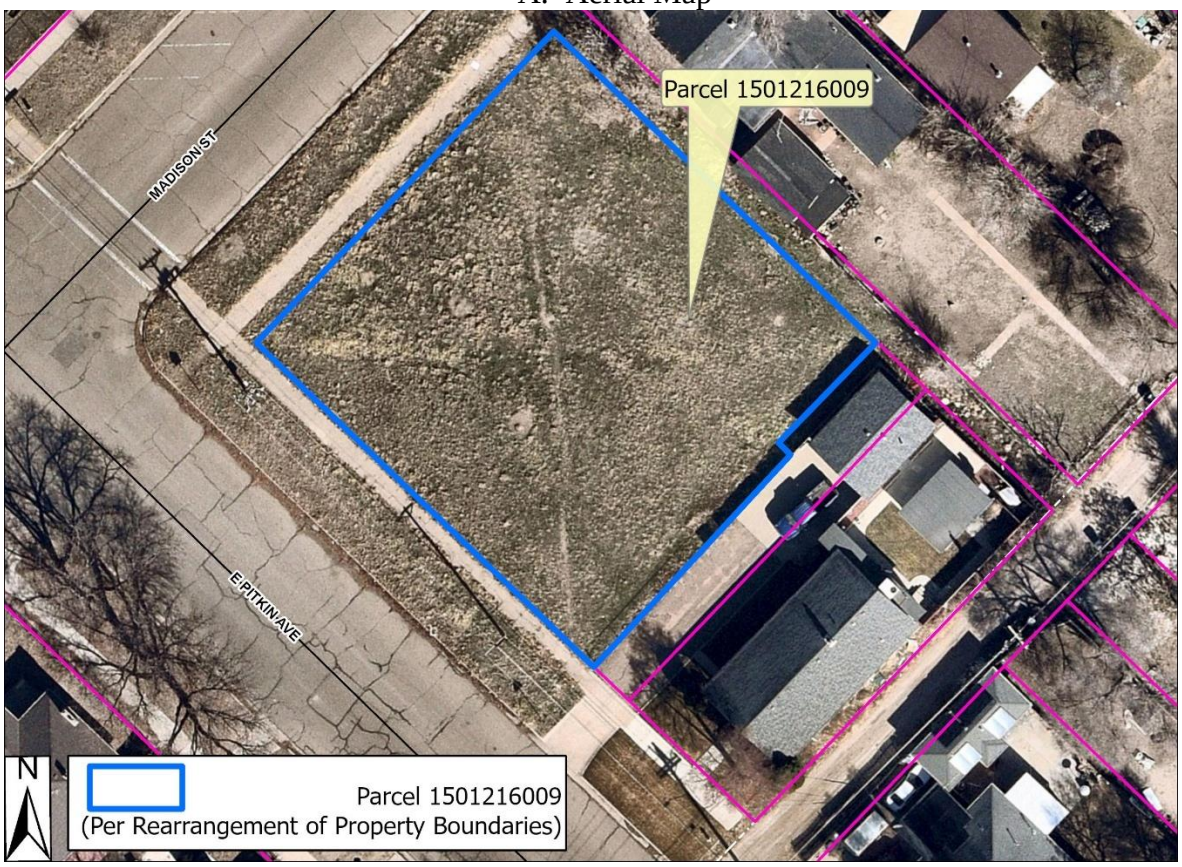
**REFERRAL AGENCIES AND COMMENTS:**

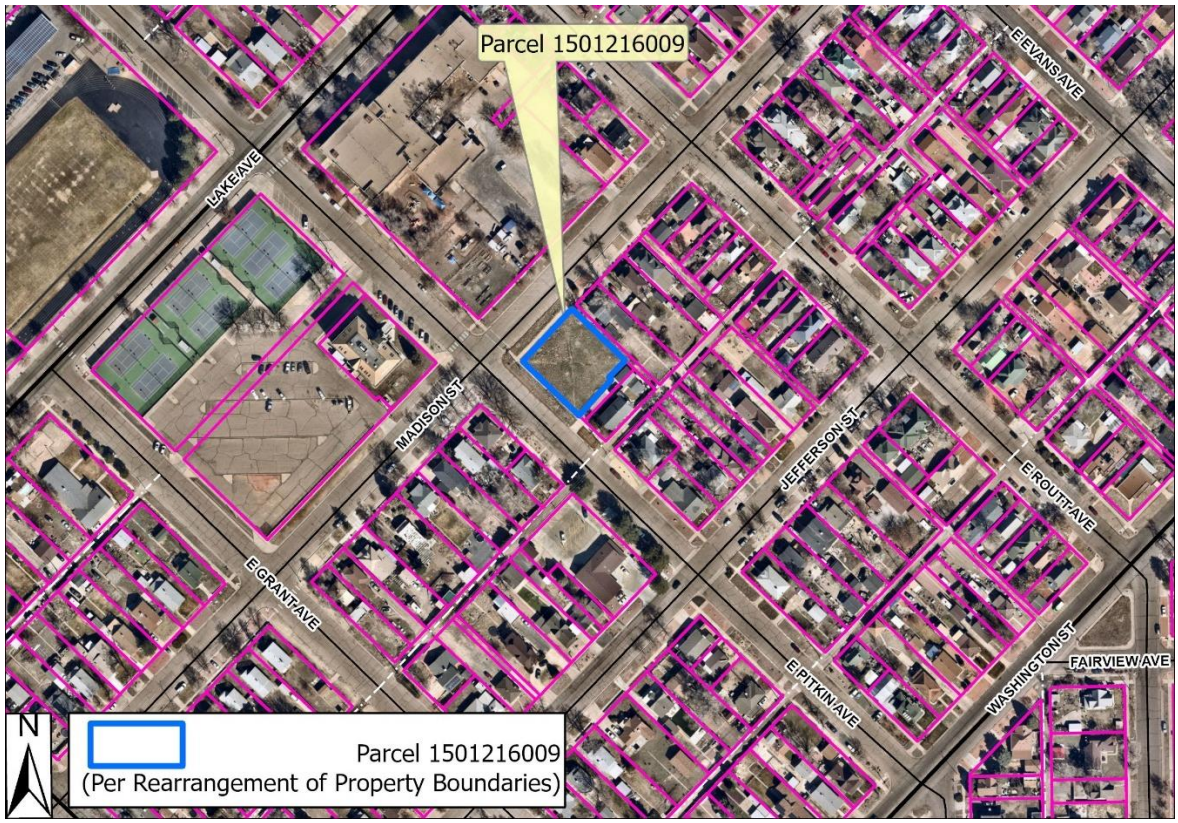
| | |
|---|---|
| • City Public Works | Please revise the legal description of the zoning exhibit to match the area outlined to be rezoned and include the total area that will be rezoned in the legal description. |
| • City Transportation | There are a few concerns with the preliminary site plan. The drive aisle will need to be 24'. The dumpster is in a location that does not seem to be accessible to a trash truck. Furthermore, the applicant will need to talk to fire about their access concerns because a fire truck would likely not be able to exit. As these comments are regarding the site plan, they will be addressed at the time of building permit. |
| • 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:**

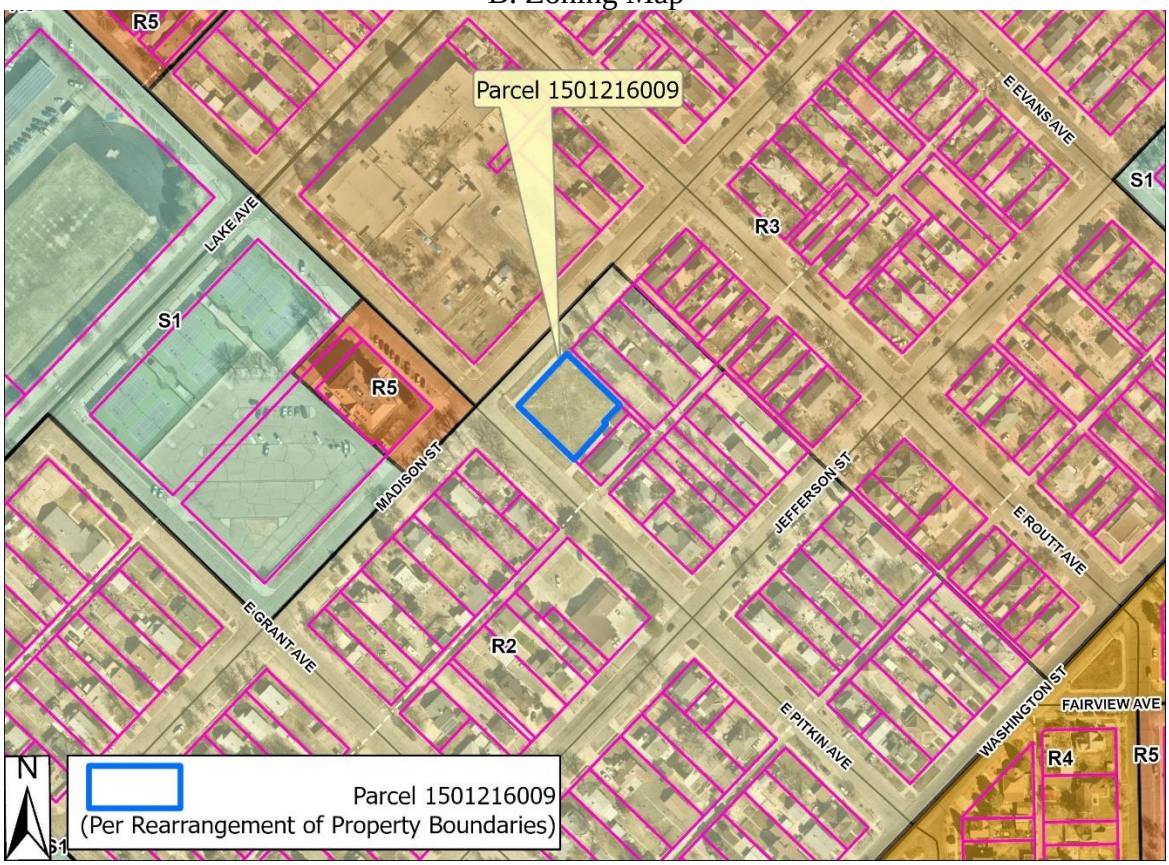
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Public Notice Photo
E. Site Photos
F. Supporting Documents: Zoning Map Exhibit, Tentative Site Plan, and P&Z Application

A. Aerial Map

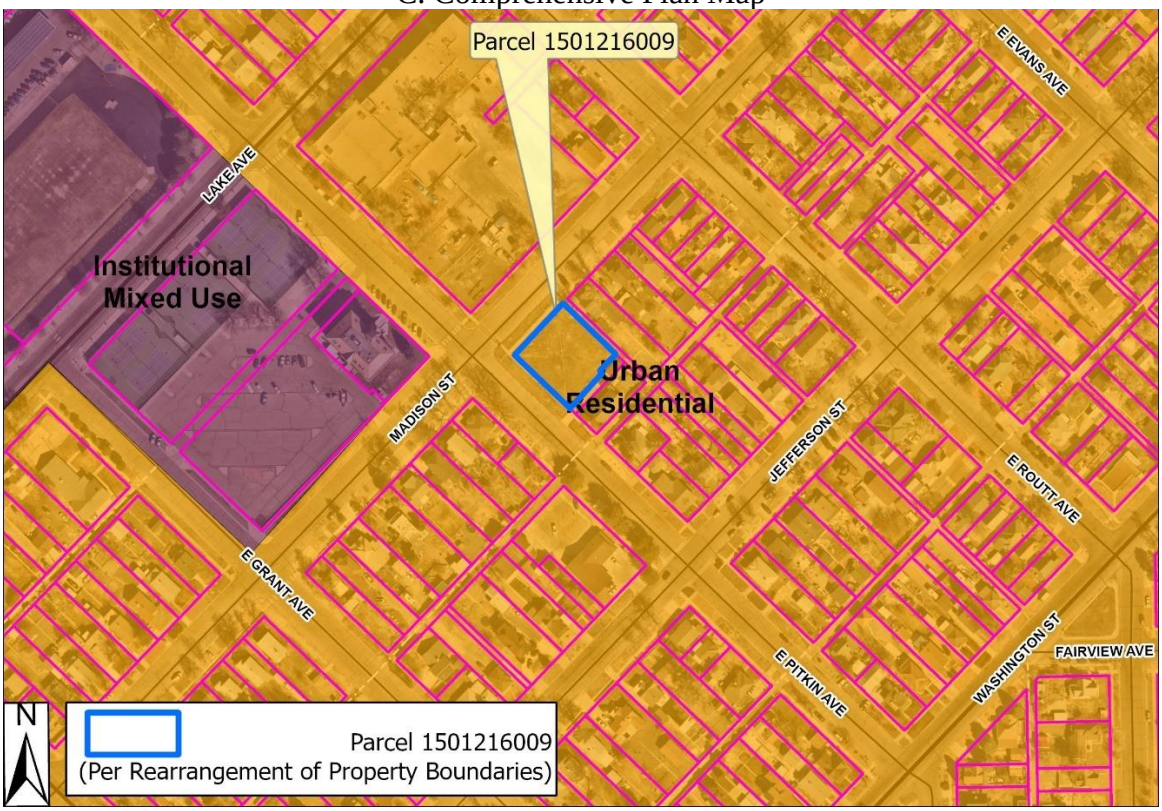

Parcel 1501216009
MADISON ST
E PITKIN AVE
N
Parcel 1501216009
(Per Rearrangement of Property Boundaries)


Parcel 1501216009
E EVANS AVE
LAKE AVE
MADISON ST
JEFFERSON ST
E ROUTT AVE
E GRANT AVE
E PITKIN AVE
WASHINGTON ST
FAIRVIEW AVE
N
Parcel 1501216009
(Per Rearrangement of Property Boundaries)

B. Zoning Map




C. Comprehensive Plan Map



D. Public Notice Photo



E. Site Photos




Madison






Multifamily residence diagonally across the street from the subject property

E. Zoning Map Exhibit, Tentative Site Plan, and P&Z Application

# SITE PLAN

MADISON AVENUE AND PITKIN AVENUE REZONE Z-25-13

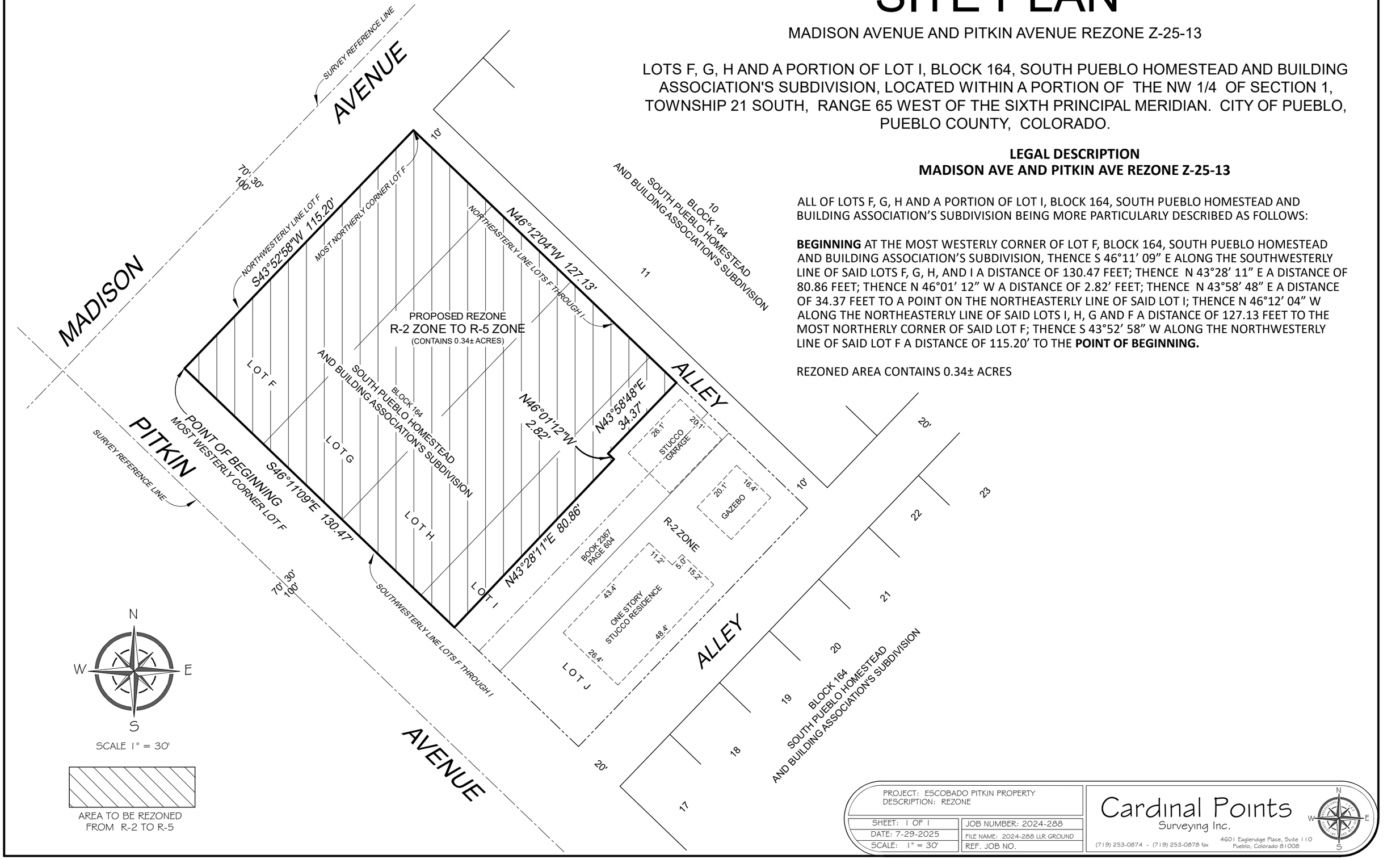
LOTS F, G, H AND A PORTION OF LOT I, BLOCK 164, SOUTH PUEBLO HOMESTEAD AND BUILDING ASSOCIATION'S SUBDIVISION, LOCATED WITHIN A PORTION OF THE NW 1/4 OF SECTION 1, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

**LEGAL DESCRIPTION**
**MADISON AVE AND PITKIN AVE REZONE Z-25-13**

ALL OF LOTS F, G, H AND A PORTION OF LOT I, BLOCK 164, SOUTH PUEBLO HOMESTEAD AND BUILDING ASSOCIATION'S SUBDIVISION BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

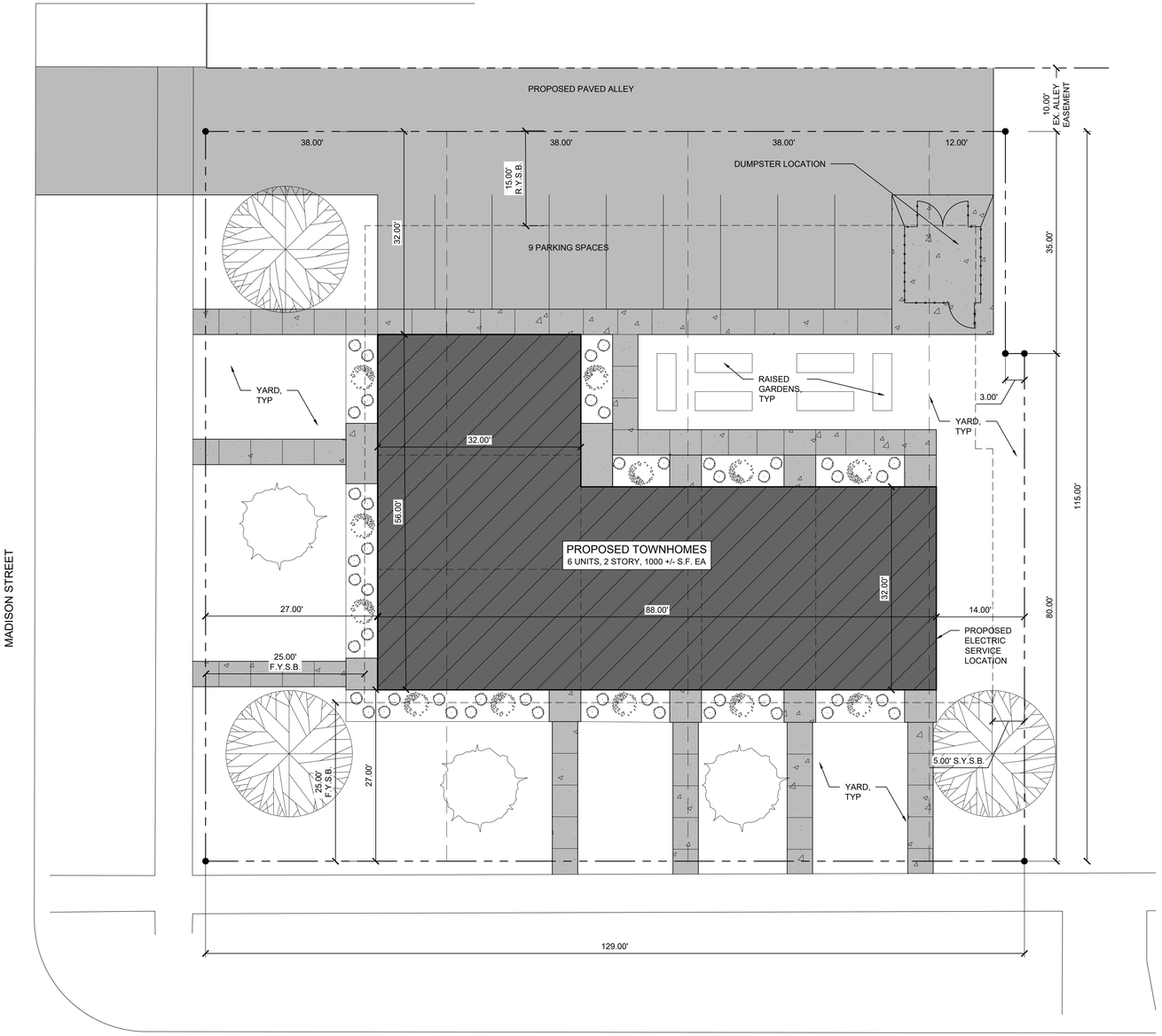
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REZONED AREA CONTAINS 0.34± ACRES




| | |
|---|---|
| PROJECT: ESCOBADO PITKIN PROPERTY<br>DESCRIPTION: REZONE | |
| SHEET: 1 OF 1 | JOB NUMBER: 2024-288 |
| DATE: 7-29-2025 | FILE NAME: 2024-288 LLR GROUND |
| SCALE: 1" = 30' | REF. JOB NO. |


Cardinal Points
Surveying Inc.
(719) 253-0874 - (719) 253-0878 fax
4601 Eagleridge Place, Suite 110
Pueblo, Colorado 81008




PROPOSED
## SITE PLAN
SCALE 1"=10'-0"

(PLAN) North

(ACTUAL) North

## UNIT AREA TOTALS

TOWNHOME UNIT 1 = 1,143 S.F.
TOWNHOME UNIT 2 = 1,133 S.F.
TOWNHOME UNIT 3 = 1,129 S.F.
TOWNHOME UNIT 4 = 1,141 S.F.
TOWNHOME UNIT 5 = 1,141 S.F.
TOWNHOME UNIT 6 = 1,160 S.F.

RE-ZONING AND LOT BOUNDARY ADJUSTMENT FOR:

# 6 FAMILY TOWNHOUSE APARTMENTS

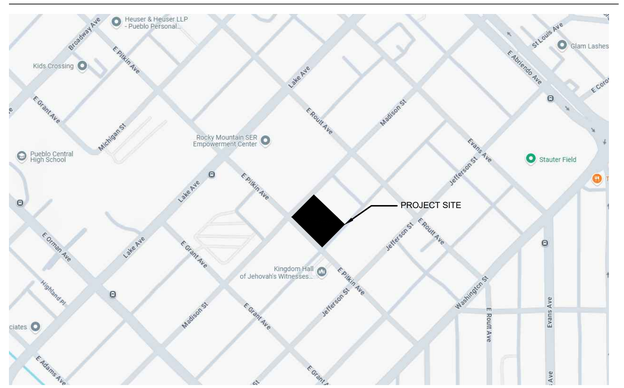
LOTS F, G, H, AND PART OF LOT I
SOUTH PUEBLO HOMESTEAD & BUILDING ASSOCIATION SUBDIVISION
PUEBLO, CO 81004

## SHEET INDEX

AS101 COVER SHEET & ARCHITECTURAL SITE PLAN
A-101 FIRST FLOOR PLAN
A-102 SECOND FLOOR PLAN

North

## VICINITY MAP




## STATEMENT OF COMPLIANCE

I HAVE PREPARED, OR CAUSED TO BE PREPARED UNDER MY DIRECT SUPERVISION, THE ATTACHED PLANS AND SPECIFICATIONS AND STATE THAT, TO THE BEST OF MY KNOWLEDGE AND BELIEF AND TO THE EXTENT OF MY CONTRACTUAL OBLIGATIONS, THEY ARE IN COMPLIANCE WITH THE APPLICABLE LOCAL, STATE AND NATIONAL CODES AND ORDINANCES.

PSTM ARCHITECTURE AND PLANNING, INC.

SIGNED BY: _____
PAUL GLENN, ARCHITECT

DATE: _____
COLORADO REGISTRATION NO. ARC.00404788
LICENSE EXPIRES: 10/31/2023

Architecture and Planning Inc
P.O. Box 596 - Trinidad, CO 81082 - 970.683.3237
paul@pstmarchitecture.com

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REVISIONS:

PROJECT NO: 24-102
PRINT DATE: 04/11/25
DRAWN: AJG/AJC
CHECKED: PRG

SHEET NO.:
AS101

RE-ZONING AND LOT BOUNDARY ADJUSTMENT FOR:
6 FAMILY TOWNHOUSE APARTMENTS
LOTS F, G, H, AND PART OF LOT I
SOUTH PUEBLO HOMESTEAD & BUILDING ASSOCIATION SUBDIVISION
PUEBLO, CO 81004

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

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

| **Property Owner** | |
|---|---|
| Name: — | |
| Company: AMP LLC | |
| Address: 705 Hunter Dr. Pueblo, CO | Zip: 81001 |
| Phone: ( ) | Email: |
| **Applicant** | |
| Name: Paul Glenn | |
| Company: PSTM Architecture and Planning Inc | |
| Address: P.O. Box 2619 Pagosa Springs, CO | Zip: 81147 |
| Phone: (815) 382-3737 | Email: paul@pstmarchitecture.com |
| **Person of Firm Representing Owner or Applicant** | |
| Name: Paul Glenn | |
| Company: PSTM Architecture and Planning Inc | |
| Address: P.O. Box 2619 Pagosa Springs, CO | Zip: 81147 |
| Phone: (815) 382-3737 | Email: paul@pstmarchitecture.com |
| *The applicant will be the primary contact unless otherwise noted.* | |

**Project Location:**
(address or general description) NE Corner of Madison St. + Pitkin Ave

Legal Description: All of Lots lettered "F" "G" and "H" and all of Lot "I", except the Southeasterly 10.03 ft. thereof, in South Pueblo Homestead and Building Association's Subdivision of Lots 12 to 16 inclusive and Lots 28 to 32 inclusive, of Block 164 in the former town of South Pueblo, now a part of the City of Pueblo, according to the recorded Plat thereof.

Subdivision: South Pueblo Homestead and Building Association Acreage: .385

| **Existing Zone District:** R-2 | **Proposed Zone District:** R-5 |
|---|---|

**Purpose of this Application:**

- [x] 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): _____

(Continue Next Page)

(Continued from previous page)

**Statement of Facts:**
Justifying the zone change request. Be specific; use additional sheets if necessary.

See Attachment "A"

Description of area surrounding proposed development:

The surrounding area is a mix of R-2 Residential and R-5 Multi Family Housing

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.

See Attachment "B"

☒ 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: 11/1/25

Estimated date for completion of project: 12/1/26

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested. As the responsible party for the completion of this building development, we recognize our economic obligation to ensure that all financial resources are allocated and managed effectively to meet project timelines and quality standards. This commitment includes securing necessary funding, overseeing budgetary allocations, and ensuring that all parties involved are compensated appropriately, ultimately ensuring the successful and timely completion of the project.

☒ 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.
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: | | |
| Signature: | | Date: |
| **Applicant, if different from Property Owner** | | |
| Print Name: | Paul Glenn | |
| Signature: | Paul Glenn | Date: 05/09/25 |

**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 | |

**Attachment A**

**Zoning Change Narrative Request**

We formally request a zoning change for the property located at the N.W. Corner of Madison St. and Pitken Ave, currently zoned as Single-Family Residential (R-1), to Multiple Residential and Office (R-5). This request is grounded in both the evolving housing needs of our community and the strategic planning objectives outlined in the City's Comprehensive Land Use Plan.

The demand for diverse and affordable housing types continues to grow. By allowing multi-family residential development, this zoning change will provide greater housing options for young professionals, families, and seniors-many of whom are increasingly priced out of single-family homes.

The proposed zoning change promotes responsible land use by increasing residential density within an already developed area. This infill development model curbs urban sprawl, maximizes existing infrastructure, and supports environmentally sustainable growth.

The property is situated near public transportation, school, parks, and commercial amenities. Multi-family zoning in this location supports walkable, transit-oriented living, which reduces traffic congestion and enhances community connectivity.

Increased residential density can bolster local economic activity by supporting nearby businesses and services. Furthermore, mixed housing types contribute to a more inclusive and resilient community fabric.

This proposed change aligns with the goals outlined in the City's Comprehensive Land Use Plan, which encourages housing diversity, increased density in targeted areas, and the revitalization of infill and underutilized parcels within the urban core.

**Attachment B**

**Neighborhood Developmental Impact Narrative**

A well-designed multi-family residential building can have a positive impact on a residential neighborhood in several ways. It can increase housing availability, providing options for diverse demographics such as young professionals, families, or retirees, thereby fostering a more vibrant, inclusive community. The development can also help to revitalize underutilized areas, boosting local businesses by increasing foot traffic and demand for services. With thoughtful planning, these buildings can incorporate green spaces, parks, or community centers, enhancing the overall quality of life for residents. Additionally, the construction of multi-family units can promote economic growth, as it often leads to job creation and increased property values in the surrounding area, making the neighborhood more attractive for long-term investment.

July 28, 2025

The City Planning and Zoning Commission will hold a public hearing on a request from Amp LLC for the recommendation of the following application, generally located at the Northeast corner of Madison St. and Pitkin Ave.

**Z-25-13:** Rezone .385 acres from R-2, Single-Family Residential to R-5, Multiple Residential and Office District to facilitate the construction of a multifamily residence.

The Planning and Zoning Commission meeting will be held on August 13, 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 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 would like to review the rezoning plans and/or have questions.

Beritt Odom, Interim Director
Planning & Community Development
(719) 553-2339

July 28, 2025

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Beritt Odom, Interim Director
Planning & Community Development
(719) 553-2339

CASE NUMBER: Z-25-13

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 #1501216009, corner of Madison and Pitkin Ave. 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.

7/24/2025
(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 Parcel #1501216009, corner of Madison and Pitkin Ave., upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

7/24/2025
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Capuchin

| Owner | OwnerStree | OwnerCit | Own | OwnerZip |
|---|---|---|---|---|
| ACOSTA ADRIAN | 1115 1/2 CEDAR ST | PUEBLO | CO | 81004-2919 |
| ALDERSON PATRICIA | 309 MADISON ST | PUEBLO | CO | 81004-2333 |
| AMP LLC | 705 HUNTER DR | PUEBLO | CO | 81001 |
| ARGUELLO DAVID M SR | 520 E PITKIN AVE | PUEBLO | CO | 81004-2347 |
| CARTER CODY/CARTER ANGELA | 402 MADISON ST | PUEBLO | CO | 81004-2336 |
| CENTRAL HISTORIC INVESTMENTS LLC | 48 BANTALA PL | CASTLE R( | CO | 80108-9006 |
| COLLIER ZACHARY M | 7 ERICA CT | PUEBLO | CO | 81001-1074 |
| DIAZ ANTHONY L | 316 MADISON ST | PUEBLO | CO | 81004-2334 |
| DUNPHY MEGHAN P | 511 E PITKIN AVE | PUEBLO | CO | 81004-2346 |
| GILLIAM DANIELLE MICHELLE | 511 E ROUTT AVE | PUEBLO | CO | 81004-2352 |
| GOMEZ MENDEZ LAUREN | 44080 W PALO TECA RD | MARICOP | AZ | 85138-3600 |
| GRAHAM MARY L | 329 JEFFERSON ST | PUEBLO | CO | 81004-2317 |
| HEAD MICHAEL C | 404 MADISON ST | PUEBLO | CO | 81004-2336 |
| HILLCREST ENTERPRISES LLC | 337 E 60 N | LINDON | UT | 84042-2043 |
| KING SHAWN F/KING DIANA L | 244 S BAILEY DR | PUEBLO V | CO | 81007-1624 |
| KUMMERFELDT MARK | 503 E ROUTT AVE | PUEBLO | CO | 81004-2352 |
| LEYBA JOSEPH RICKY | 314 MADISON ST | PUEBLO | CO | 81004-2334 |
| LU KAO WEI | 319 JEFFERSON ST | PUEBLO | CO | 81004-2317 |
| MARTINEZ ERIC V/MARTINEZ BEVERLY AN | 315 JEFFERSON ST | PUEBLO | CO | 81004-2317 |
| MATAMOROS CHRISTINA B | 301 MADISON ST | PUEBLO | CO | 81004-2333 |
| MCCOY RAYMOND MATTHEW | 517 E ROUTT AVE | PUEBLO | CO | 81004-2352 |
| MEDINA JOSEPH/ABEYTA PATRICIA | 513 E ROUTT AVE | PUEBLO | CO | 81004-2352 |
| MINNEQUA CONGREGATION OF JEHOVAHS W | 523 E PITKIN AVE | PUEBLO | CO | 81004-2346 |
| MONTROSE BRIAN PATRICK | 325 JEFFERSON ST | PUEBLO | CO | 81004-2317 |
| MPOFU NKOSILATHI | 515 E ROUTT AVE | PUEBLO | CO | 81004-2352 |
| NOTHNAGEL JEREMY J | 521 E ROUTT AVE | PUEBLO | CO | 81004-2352 |
| PACHAK AMBER RAE/ PACHAK JOAN PATRI | 320 MADISON ST | PUEBLO | CO | 81004-2334 |
| PALANGI SAMUEL E / LATKA SCARLETT C | 317 JEFFERSON ST | PUEBLO | CO | 81004-2317 |
| ROCKY MOUTAIN S E R JOBS FOR PROGRE | 3555 PECOS ST | DENVER | CO | 80211-3057 |
| RUE JASON | 411 JEFFERSON ST | PUEBLO | CO | 81004-2319 |
| SAS LIMITED | 705 HUNTER DR | PUEBLO | CO | 81001 |
| SCHOOL DIST NO 60 | 315 W 11TH ST | PUEBLO | CO | 81003-2804 |
| SEVILLA DARRIN J | 420 MADISON ST | PUEBLO | CO | 81004-2336 |
| SPENCE JOSEPH RANDOLPH | 5312 HARMON AVE | AUSTIN | TX | 78732-2075 |
| TRUJILLO ELISHA NOEL | 321 JEFFERSON ST | PUEBLO | CO | 81004-2317 |
| TRUXELL ROGER | 5670 W STATE HIGHWAY 9( | PUEBLO | CO | 81005-9702 |
| WODIUK JILL A/WODIUK JOSEPH P TRUST | 5412 STONEMOOR DR | PUEBLO | CO | 81005-9712 |
| YENGICH MARY K | 2041 E EVANS AVE | PUEBLO | CO | 81004-3737 |

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2026

## SUMMARY:

This Ordinance reflects the authorized departmental staffing for Fiscal Year 2026.

## PREVIOUS COUNCIL ACTION:

On December 9, 2024, Ordinance No. 10852 was approved by City Council. The Ordinance provided authorized staffing for Fiscal Year 2025.

## BACKGROUND:

This Ordinance reflects the authorized departmental staffing total of 848 full-time equivalent (FTE) employees for 2026. No new positions are being added to staffing for 2026.

The following funded but vacant positions will be abolished from authorized staffing for 2026.

| Abolished Position | Current Funded Status |
|---|---|
| 1. CDBG/HOME and Housing Administrator | Funded |
| 2. Non-Profit Compliance Coordinator | Funded |
| 3. Stormwater Engineering Manager | Unfunded |
| 4. Assistant Mayor/Community Investment | Funded |
| 5. Network Communications Specialist II | Funded |
| 6. Media Systems Specialist | Unfunded |
| 7. CIRV Program Manager | Funded (Grant) |

The following positions are included in the authorized staffing numbers for 2026, but do not have funding associated with them.

**Vacant/Unfunded**

1. Airport Ops/Maint Worker
2. Assistant Accounting Manager
3. Assistant Director Information Technology
4. Associate Engineer I
5. Civil Engineer / Transportation
6. Construction Inspector
7. Engineering Manager
8. Equipment Operator IV
9. Painter
10. Parks Caretaker II - Irrigation
11. Police Patrol Officer / Corporal
12. Police Patrol Officer / Corporal
13. Police Patrol Officer / Corporal
14. Police Patrol Officer / Corporal
15. Police Patrol Officer / Corporal
16. Program Coordinator / Marketing
17. Purchasing Contracts Administrator
18. Sr. HR Analyst
19. Sr. Planner
20. Tax Auditor
21. Tax Compliance Technician
22. Traffic Control Utility Worker II
23. Traffic Control Utility Worker III
24. Traffic Engineer

**FINANCIAL IMPLICATIONS:**

The costs associated with the staffing levels included in this Ordinance have been authorized and approved in the 2026 Budget as approved by ordinance on November 24, 2025.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

Not Applicable.

**ALTERNATIVES:**

There are no alternatives to this Ordinance. If this Staffing Ordinance does not receive approval by City Council, there will not be an accurate staffing count available to City Administration and Department Heads.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2026

WHEREAS, the Mayor has determined that the following staffing plan for the City Departments best meets the needs of the City; and

WHEREAS, the City Financial Plan (Budget) authorizes the positions as included in the staffing plan.

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

SECTION 1.

The following positions shall be authorized for FY 2026:

| | |
|---|---|
| **City Council** | |
| City Council President | 1 |
| City Council Member | 6 |
| Administrative Assistant | 1 |
| **Total** | **8** |
| **Mayor's Office** | |
| Mayor | 1 |
| Chief of Staff | 1 |
| Deputy Mayor | 1 |
| Director/Just Transitions Program | 1 |
| Director/Public Affairs | 1 |
| Grant & Resource Development Administrator | 1 |
| Grant Coordinator/Financial Empowerment | 1 |
| Marketing & Social Media Specialist | 1 |
| Executive Assistant | 2 |
| **Total** | **10** |
| **City Clerk** | |
| City Clerk | 1 |
| Deputy City Clerk | 1 |
| Licensing Coordinator | 1 |
| Municipal Records & Technical Coordinator | 1 |
| Senior Office Assistant | 1 |
| **Total** | **5** |

**Civil Service**

| | |
|---|---|
| Civil Service Administrator | 1 |
| Civil Service Commissioner | 3 |
| Civil Service Analyst | 1 |
| Marketing and Recruiting Specialist | 1 |
| **Total** | **6** |

**Finance**

| | |
|---|---|
| Director of Finance | 1 |
| Accountant I | 2 |
| Accountant II | 5 |
| Accounting Manager | 1 |
| Accounting Technician II | 2 |
| Accounting Technician IV | 4 |
| Administration Technician | 1 |
| Assistant Accounting Manager | 1 |
| Budget Analyst | 1 |
| Grants Analyst | 1 |
| Payroll Coordinator | 1 |
| Senior Tax Auditor | 1 |
| Tax Audit Manager | 1 |
| Tax Auditor I | 3 |
| Tax Auditor II | 2 |
| Tax Compliance Technician | 2 |
| **Total** | **29** |

**Fire**

| | |
|---|---|
| Fire Chief | 1 |
| Deputy Fire Chief | 2 |
| Assistant Fire Chief | 6 |
| Fire Captain | 36 |
| Fire Lieutenant | 6 |
| Emergency Medical Officer | 34 |
| Fire Engineer | 39 |
| Fire Inspector | 3 |
| Firefighter | 33 |
| Administrative Technician | 1 |
| Community Risk Reduction Coordinator | 1 |
| Community Outreach Specialist | 1 |
| Senior Office Assistant | 1 |
| **Total** | **164** |

**Fleet Maintenance**

| | |
|---|---|
| Fleet Superintendent | 1 |
| Shops Supervisor | 1 |
| Fleet Mechanic | 6 |
| Fleet Service Writer | 1 |
| Parts Clerk | 2 |
| Senior Office Assistant | 1 |
| **Total** | **12** |

**Housing & Citizen Services**

| | |
|---|---|
| Director Housing & Citizen Services | 1 |
| Administrative Technician | 1 |
| Community Development Specialist | 1 |
| Housing/Community Development Coordinator II | 1 |
| Housing and Community Development Specialist | 1 |
| **Total** | **5** |

**Human Resources**

| | |
|---|---|
| Director of Human Resources | 1 |
| Assistant Director/Human Resources | 1 |
| Administrative Technician | 1 |
| HR Analyst I | 1 |
| HR Analyst II | 2 |
| Senior HR Analyst | 1 |
| **Total** | **7** |

**Information Technology**

| | |
|---|---|
| Director of Information Technology | 1 |
| Assistant Director of Information Technology | 1 |
| Business Systems Analyst | 2 |
| Sr. Network Communications Specialist | 1 |
| GIS Specialist I | 1 |
| Media Systems Administrator | 1 |
| PC Network Technician | 2 |
| Network Communications Specialist II | 2 |
| Senior GIS Administrator | 1 |
| Senior Integration Administrator | 1 |
| Senior Media Systems Administrator | 1 |
| Senior Network Administrator | 1 |
| Senior PC Network Technician | 1 |
| Senior Security Administrator | 1 |
| Senior System Administrator | 1 |
| System Administrator | 1 |
| **Total** | **19** |

| | |
|---|---|
| **Law Department** | |
| City Attorney | 1 |
| Deputy City Attorney | 2 |
| Assistant City Attorney I/II/III | 3 |
| Sr. Assistant City Attorney | 1 |
| Paralegal | 1 |
| Legal Assistant | 1 |
| **Total** | **9** |

| | |
|---|---|
| **Memorial Airport** | |
| Director of Aviation | 1 |
| Administrative Technician | 1 |
| Airport Operations/Maintenance Supervisor | 1 |
| Airport Operations/Maintenance Worker/Airport Operations/Maintenance Specialist | 8 |
| Aviation Security/Contracts Coordinator | 1 |
| Senior Airport Operations/Maintenance Specialist | 2 |
| **Total** | **14** |

| | |
|---|---|
| **Municipal Court** | |
| Municipal Court Judge | 1 |
| Court Administrator | 1 |
| Community Services Supervisor | 1 |
| Community Service Specialist | 1 |
| Court Marshal | 1 |
| Court Technician II | 1 |
| Lead Court Technician | 2 |
| Court Technician | 5 |
| Probation Officer | 2 |
| **Total** | **15** |

| | |
|---|---|
| **Parking** | |
| Parking Enforcer | 1 |
| **Total** | **1** |

| | |
|---|---|
| **Parks and Recreation** | |
| Director of Parks | 1 |
| Assistant Director of Parks and Recreation | 1 |
| Administrative Technician | 1 |
| Equipment Operator IV | 1 |
| Gardener | 1 |
| Horticulture Specialist | 1 |
| Mason | 1 |
| Office Assistant/Parks & Rec Tech | 1 |
| Outdoor Recreation Administrator | 1 |

| | |
|---|---|
| Park Caretaker II | 2 |
| Park Caretaker II - Irrigation | 5 |
| Park Caretaker II-Playground Inspector | 1 |
| Park Ranger | 2 |
| Parks Area Crew Leader | 2 |
| Parks Maintenance Mechanic | 4 |
| Parks Senior Mechanic / Welder | 1 |
| Parks Supervisor | 1 |
| Program Coordinator – Aquatics | 1 |
| Program Coordinator – El Centro Del Quinto Sol | 1 |
| Program Coordinator – Forestry | 1 |
| Program Coordinator - Ice Arena | 1 |
| Program Coordinator – Marketing | 1 |
| Program Coordinator – Park Ranger | 1 |
| Program Coordinator – Sports | 1 |
| Recreation Supervisor | 1 |
| Senior Office Assistant | 1 |
| Trash Removal Coordinator | 1 |
| Utility Worker / Park Caretaker I | 10 |
| **Total** | **47** |

**Planning & Community Development**

| | |
|---|---|
| Director of Planning & Community Development | 1 |
| Administrative Technician | 1 |
| Land Use Technician II | 1 |
| Land Use Technician | 1 |
| MPO Manager | 1 |
| Planner | 4 |
| Principal Planner | 1 |
| Senior Office Assistant | 1 |
| Senior Planner | 2 |
| Transportation Planning Technician | 1 |
| **Total** | **14** |

**Police**

| | |
|---|---|
| Police Chief | 1 |
| Police Deputy Chief | 3 |
| Police Captain | 8 |
| Police Sergeant | 25 |
| Police Corporal | 55 |
| Police Patrol Officer | 115 |
| Abandoned Vehicle Coordinator | 1 |
| Abatement Worker | 2 |
| Administrative Technician | 2 |

| | |
|---|---|
| Building Custodian | 1 |
| Code Enforcement Manager | 1 |
| Code Enforcement Officer | 9 |
| Community Service Officer | 11 |
| Crime Analyst | 1 |
| Dispatch Manager | 1 |
| Dispatch Training Coordinator | 1 |
| Emergency Services Dispatcher | 24 |
| Emergency Services Dispatcher Supervisor | 3 |
| Office Assistant/ Police Records Technician | 10 |
| Office Assistant/Investigations Technician | 1 |
| Office Assistant/Police Services Technician | 1 |
| Office Assistant/Property & Evidence Technician | 3 |
| PD Community Engagement Manager | 1 |
| Police Payroll Technician | 2 |
| Police Records Manager | 1 |
| Real Time Crime Center Technician | 4 |
| Senior Office Assistant | 8 |
| Social Media Specialist | 1 |
| **Total** | **296** |

**Police-Safety Tax**

| | |
|---|---|
| Police Sergeant | 4 |
| Police Patrol Officer | 20 |
| **Total** | **24** |

**Public Works – Engineering**

| | |
|---|---|
| Director of Public Works | 1 |
| Deputy Director Public Works | 1 |
| Administrative Technician | 2 |
| Associate Engineer I | 3 |
| Associate Engineer II | 2 |
| Associate Field Engineer | 3 |
| Civil Engineer/Public Works | 1 |
| Construction Manager | 1 |
| Construction Inspector | 4 |
| Engineering Manager | 1 |
| Public Works Asset Coordinator | 1 |
| Public Works Projects Coordinator | 1 |
| **Total** | **21** |

**Public Works - Public Buildings**

| | |
|---|---|
| Facilities Maintenance Superintendent | 1 |
| Carpenter | 2 |

| | |
|---|---|
| Electrician | 1 |
| Facilities Maintenance Technician | 1 |
| HVAC Technician | 2 |
| Painter | 2 |
| Plumber | 1 |
| Senior Facilities Maintenance Technician | 1 |
| **Total** | **11** |

| **Public Works - Solid Waste** | |
|---|---|
| Solid Waste Coordinator | 1 |
| Utility Worker/Equipment Operator I | 1 |
| **Total** | **2** |

| **Public Works - Street Cleaning** | |
|---|---|
| Sweeper Operator | 4 |
| **Total** | **4** |

| **Public Works - Streets Division** | |
|---|---|
| Area Crew Leader | 2 |
| Equipment Operator II | 3 |
| Equipment Operator IV | 6 |
| Street Maintenance Supervisor | 1 |
| Streets Maintenance Mechanic | 1 |
| Utility Worker / Equipment Operator I | 7 |
| **Total** | **20** |

| **Public Works - Traffic Control** | |
|---|---|
| Traffic Control Supervisor | 1 |
| Traffic Control Utility Worker II | 1 |
| Traffic Control Utility Worker III | 2 |
| Traffic Signal Technician | 2 |
| Traffic Signs & Marking Specialist | 2 |
| **Total** | **8** |

| **Public Works - Transportation** | |
|---|---|
| Traffic Engineer | 1 |
| Administrative Technician | 1 |
| Civil Engineer/Transportation | 1 |
| Traffic Engineer Analyst | 1 |
| **Total** | **4** |

| **Purchasing** | |
|---|---|
| Director of Purchasing | 2* |
| Purchasing/Contracts Administrator | 2 |
| Purchasing Specialist | 1 |

| | |
|---|---|
| **Total** | **5** |

**The second Director of Purchasing FTE is a temporary over hire for training purposes, and it is anticipated to revert to 1FTE effective January 31, 2026.*

**Stormwater**

| | |
|---|---|
| Director of Stormwater | 1 |
| Administrative Technician | 1 |
| Associate Engineer I Stormwater | 2 |
| Associate Engineer II Stormwater | 1 |
| Civil Engineer/ Drainage | 2 |
| Equipment Operator II | 4 |
| Equipment Operator IV | 3 |
| GPS Technician | 1 |
| Inspector/Stormwater | 1 |
| MS4 Permit Coordinator | 1 |
| Permit Compliance Specialist - SW | 1 |
| Stormwater Coordinator | 1 |
| Stormwater Crew Leader | 1 |
| Stormwater Utility Maintenance Supervisor | 1 |
| Utility Locate Technician | 1 |
| Utility Worker/Equipment Operator I | 4 |
| **Total** | **26** |

**Wastewater Administration**

| | |
|---|---|
| Director of Wastewater | 1 |
| Accountant II | 1 |
| Regulatory Compliance Specialist | 1 |
| WW Compliance Officer | 1 |
| Administrative Technician | 1 |
| **Total** | **5** |

**Wastewater – Collection**

| | |
|---|---|
| WW Collection Supervisor | 1 |
| WW Utility Worker/WW Utility Worker I/ WW Utility Worker II/WW Utility Worker III/ WW Utility Worker IV | 16 |
| **Total** | **17** |

**Wastewater – Engineering**

| | |
|---|---|
| Associate Field Engineer | 1 |
| Civil Engineer – Wastewater | 2 |
| Inspector/WW | 1 |
| WW Data Technician | 1 |
| WW Data Technician II | 1 |
| WW Engineering Manager | 1 |

| | |
|---|---|
| **Total** | **7** |
| **Wastewater- Pre-Treatment** | |
| Pretreatment Manager | 1 |
| Permit Compliance Specialist - WW | 1 |
| Pretreatment Compliance Technician | 1 |
| **Total** | **3** |
| **Wastewater-Treatment Plant** | |
| Assistant WWTP Superintendent | 1 |
| Lab Analyst II | 1 |
| Lab Analyst III | 2 |
| Laboratory Pretreatment Specialist | 2 |
| SCADA Administrator | 1 |
| Senior Office Assistant | 1 |
| Senior WWTP Maintenance Mechanic | 2 |
| Wastewater Operator A | 5 |
| WRF Worker/WRF Worker I/WRF Worker II/WW Oper. B | 7 |
| WW Instrument & Controls Specialist | 1 |
| WW Maintenance Coordinator | 1 |
| WW Maintenance Supervisor | 1 |
| WWTP Inventory Control Specialist | 1 |
| WWTP Lab Supervisor | 1 |
| WWTP Maintenance Mechanic | 2 |
| WWTP Superintendent | 1 |
| **Total** | **30** |
| **GRAND TOTAL** | **848** |

SECTION 2.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate and transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2026 Budget with respect to the number and allocation of positions within Departments and shall become effective January 1, 2026.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on November 24, 2025.

Final adoption of Ordinance by City Council on December 8, 2025.

_____

President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

Mayor

**Action by City Council After Disapproval by the Mayor:**

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on_____

☐ Council action on _____failed to override the Mayor's veto.

_____

President of City Council

ATTEST:

_____

City Clerk

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF THE TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2026

## SUMMARY:

This Ordinance amends the current classification and pay plan to reflect 2026 wages for classified General Service, Fire, Police, Management, and unclassified Appointed classifications to include the increase in the minimum wage for part-time positions resulting from the State minimum wage increase, effective January 1, 2026.

## PREVIOUS COUNCIL ACTION:

On December 9, 2024, Ordinance No.10853 was approved by City Council. This Ordinance provided the classification and pay plan for Fiscal Year 2025.

## BACKGROUND:

Section 8-8 of the City Charter titled Pay Schedule requires that the Personnel (Human Resources) Director provide a uniformed schedule of pay for the classified service, approved by the Mayor, and submitted to City Council. The 2026 wages have been determined by Collective Bargaining Agreements between the City of Pueblo and the Pueblo Association of Government Employees (General Service), International Association of Firefighters Local #3 (Fire) and International Brotherhood of Police Officers #537 (Police) and are reflected within the Pay Schedule.

The following wage increases will take effect on January 1, 2026, by employee group, if this ordinance is approved:

**Fire** – International Association of Firefighter Local #3 – 4.72% increase for all steps of all ranks. Step increases within the range of Firefighter, as applicable, based on seniority will occur in 2026 as scheduled.

**Police** - International Brotherhood of Police Officers #537 (Police) –3.6% increase for all steps of the ranks of Police Patrol Officer and Police Corporal. A 4% increase will be applied to all steps of the rank of Police Sergeant. Step increases within the range based on seniority will occur in 2026 as scheduled.

**General Service** – Pueblo Association of Government Employees –3.25% increase for all steps of all classifications. Step increases within the range based on seniority will occur in 2026 as scheduled.

**Management and Appointed** – 3.25% increase for all merit rates within the ranges for management and appointed positions.

**Unclassified Temporary and Seasonal Staff** - Section 6-5-18 sets forth the minimum rate of pay for unclassified part-time positions of the City and is updated to reflect the change in pay rate for 2026. The City of Pueblo follows Federal minimum wage guidelines and/or the State of Colorado minimum wage, whichever is greater. The Colorado Minimum Wage is scheduled to increase from $14.81 per hour to $15.16 per hour effective January 1, 2026.

## FINANCIAL IMPLICATIONS:

The salary schedules and related wage increases in this Ordinance were considered in the 2026 Budget and were approved by City Council on November 24, 2025.

## BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

## STAKEHOLDER PROCESS:

None.

## ALTERNATIVES:

There are no alternatives to this Ordinance. Section 8-8 of the City Charter requires that the Personnel (Human Resources) Director provide a uniform schedule of pay approved by the Mayor and City Council and must comply with applicable minimum wage laws. The uniform schedule of pay must be posted for all current and future City employees to view and is a public record.

## RECOMMENDATION:

Approval of the Ordinance.

## ATTACHMENTS:

1. FINAL SALARY ORDINANCE 2026_ORD ONLY
2. FINAL SALARY ORDINANCE 2026_BACKGROUND ONLY

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF THE TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2026

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

SECTION 1.

Section 6-5-16 of Chapter 5, of Title VI, of the Pueblo Municipal Code is hereby repealed in its entirety and r enacted as follows:

**6-5-16. Schedule, classification, work week and monthly salary.**

The following shall constitute:

A. The classification and pay range for all bargaining unit employees of the City effective January 1, 2026;

B. The classification and pay range for all non-bargaining unit employees of the City effective January 1, 2026;

C.The pay range for all unclassified employees of the City effective January 1, 2026.

## [CITY OF PUEBLO SALARY SCHEDULE
## MONTHLY SALARY SCHEDULE – GENERAL SERVICE (NON-EXEMPT)
## 2025

| *CLASS TITLE* | *Entrance* | *Step 2* | *Step 3* | *Step 4* | *Step 5* | *Step 6* | *Step 7* | *Step 8* | *Step 9* | *Step 10* |
|---|---|---|---|---|---|---|---|---|---|---|
| **(A) GENERAL SERVICE** | | | | | | | | | | |
| Abandoned Vehicle Coordinator | 4082.73 | 4187.85 | 4395.21 | 4605.84 | 4709.21 | 4759.98 | 4827.78 | 4890.27 | 4957.85 | 5120.97 |
| Abatement Worker | 3483.88 | 3541.10 | 3599.82 | 3688.65 | 3867.85 | 4042.48 | 4131.32 | 4176.47 | 4230.71 | 4378.24 |
| Accountant I | 6180.50 | 6332.59 | 6633.72 | 6937.85 | 7086.90 | 7165.22 | 7258.55 | 7353.40 | 7446.75 | 7677.60 |
| Accounting Technician II | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| Accounting Technician III | 4009.38 | 4108.28 | 4304.36 | 4503.97 | 4599.42 | 4901.94 | 5015.49 | 5148.30 | 5281.09 | 5643.26 |
| Accounting Technician IV | 4269.51 | 4374.23 | 4588.82 | 4801.68 | 4909.77 | 5139.58 | 5208.01 | 5370.63 | 5442.00 | 5843.04 |
| Administrative Technician | 4269.51 | 4374.23 | 4588.82 | 4801.68 | 4909.77 | 5139.58 | 5208.01 | 5370.63 | 5442.00 | 5843.04 |
| Airport Ops/Maintenance Specialist | 4262.31 | 4375.16 | 4491.43 | 4611.15 | 4734.49 | 4861.51 | 4992.35 | 5127.12 | 5265.93 | 5445.50 |
| Airport Ops/Maintenance Worker | 3599.82 | 3692.81 | 3784.31 | 3968.87 | 4148.75 | 4240.25 | 4286.75 | 4342.63 | 4401.52 | 4493.95 |
| Area Crew Leader | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Associate Engineer I | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Associate Engineer II | 5143.10 | 5277.10 | 5543.62 | 5814.64 | 5948.62 | 6016.35 | 6097.70 | 6183.52 | 6267.85 | 6472.40 |
| Associate Engineer II - SW | 5143.10 | 5277.10 | 5543.62 | 5814.64 | 5948.62 | 6016.35 | 6097.70 | 6183.52 | 6267.85 | 6472.40 |
| Associate Engineer II - WW | 5143.10 | 5277.10 | 5543.62 | 5814.64 | 5948.62 | 6016.35 | 6097.70 | 6183.52 | 6267.85 | 6472.40 |
| Associate Field Engineer | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6358.25 |
| Aviation Operations Technician | 3816.63 | 3909.96 | 4101.20 | 4290.91 | 4387.28 | 4510.30 | 4570.19 | 4630.07 | 4691.44 | 5037.06 |
| Aviation Security/Contracts Coordinator | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5534.55 |
| | | | | | | | | | | |
| Building Custodian | 2786.58 | 2878.19 | 2969.82 | 3061.47 | 3153.10 | 3244.74 | 3336.38 | 3427.98 | 3519.61 | 3660.05 |
| Business Systems Analyst | 5012.27 | 5198.74 | 5385.16 | 5571.57 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| | | | | | | | | | | |
| Carpenter | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Civil Service Analyst | 4602.59 | 4721.51 | 4956.40 | 5194.29 | 5311.75 | 5371.98 | 5445.76 | 5519.52 | 5593.31 | 5777.40 |
| Civil Service Technician | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| Code Enforcement Officer | 3944.59 | 4045.50 | 4241.21 | 4441.46 | 4540.83 | 4590.52 | 4652.25 | 4713.98 | 4775.71 | 4934.26 |
| Community Development Specialist | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| Community Risk Reduction Coordinator | 4082.73 | 4187.85 | 4395.21 | 4605.84 | 4709.21 | 4759.98 | 4827.78 | 4890.27 | 4957.85 | 5120.97 |
| Community Service Coordinator | 4988.03 | 5114.51 | 5373.49 | 5633.96 | 5761.94 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Community Service Officer | 4348.11 | 4460.06 | 4680.90 | 4905.22 | 5015.31 | 5069.38 | 5141.59 | 5208.14 | 5280.11 | 5453.83 |
| Community Outreach Specialist | 3944.59 | 4045.50 | 4241.21 | 4441.46 | 4540.83 | 4590.52 | 4652.25 | 4713.98 | 4775.71 | 4934.26 |
| Community Service Specialist | 3548.12 | 3635.64 | 3809.17 | 3985.82 | 4070.29 | 4189.70 | 4286.74 | 4400.26 | 4513.75 | 4663.85 |
| Court Marshal | 4988.03 | 5114.51 | 5373.49 | 5633.96 | 5761.94 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Court Technician | 3499.70 | 3571.89 | 3753.00 | 3968.18 | 4049.77 | 4101.68 | 4177.51 | 4248.94 | 4331.78 | 4479.18 |
| Court Technician II | 3674.69 | 3750.48 | 3940.65 | 4166.59 | 4252.26 | 4306.76 | 4386.38 | 4461.38 | 4548.37 | 4703.14 |
| | | | | | | | | | | |
| Dispatch Training Coordinator | 4593.17 | 4741.19 | 4889.22 | 5037.27 | 5185.32 | 5488.68 | 5641.06 | 5793.41 | 5945.75 | 6252.69 |
| | | | | | | | | | | |
| Electrician | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Emergency Services Dispatch Supervisor | 5695.50 | 5875.71 | 6055.90 | 6236.09 | 6416.28 | 6776.38 | 6961.51 | 7146.59 | 7331.72 | 7658.51 |
| Emergency Services Dispatcher | 4216.21 | 4364.23 | 4512.25 | 4660.31 | 4808.36 | 5100.74 | 5253.11 | 5405.47 | 5557.80 | 5857.43 |
| Equipment Operator I | 3599.82 | 3688.65 | 3867.85 | 4042.48 | 4131.32 | 4176.47 | 4230.71 | 4287.89 | 4342.09 | 4489.74 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Equipment Operator II | 3794.05 | 3887.40 | 4077.09 | 4266.82 | 4405.30 | 4450.92 | 4510.23 | 4571.06 | 4631.87 | 5144.84 |
| Equipment Operator IV | 4335.98 | 4445.01 | 4666.15 | 4887.33 | 5072.85 | 5128.96 | 5196.00 | 5243.28 | 5311.56 | 5895.29 |
| | | | | | | | | | | |
| Fire Support Technician | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| Fleet Mechanic | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Fleet Service Writer | 3489.91 | 3575.71 | 3745.85 | 3919.02 | 4001.83 | 4051.50 | 4099.70 | 4161.14 | 4256.96 | 4389.41 |
| | | | | | | | | | | |
| Gardener | 3983.74 | 4084.62 | 4283.75 | 4485.12 | 4631.87 | 4700.40 | 4764.60 | 4828.78 | 4891.43 | 5429.69 |
| GIS Specialist I | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| GPS Technician | 4018.39 | 4119.26 | 4321.01 | 4522.79 | 4623.64 | 4674.82 | 4736.59 | 4802.86 | 4864.57 | 5027.64 |
| | | | | | | | | | | |
| Horticultural Specialist | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Housing/Comm. Dev. Coordinator II | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| Housing/Comm. Development Specialist | 4926.30 | 5053.96 | 5308.73 | 5564.71 | 5694.16 | 5755.92 | 5837.23 | 5916.97 | 5995.33 | 6194.41 |
| HR Records Technician | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| HVAC Technician | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| | | | | | | | | | | |
| Inspector/Construction | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| Inspector/Stormwater | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| Inspector/Streets | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| Inspector /Wastewater | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| | | | | | | | | | | |
| Lab Analyst | 4849.52 | 4974.47 | 5225.91 | 5478.86 | 5602.33 | 5665.58 | 5745.34 | 5822.17 | 5900.46 | 6095.11 |
| Lab Analyst II | 5143.10 | 5277.10 | 5543.62 | 5814.64 | 5948.62 | 6016.35 | 6097.70 | 6183.52 | 6267.85 | 6472.40 |
| Lab Analyst III | 5713.75 | 5866.09 | 6168.47 | 6471.10 | 6620.43 | 6698.44 | 6791.82 | 6886.64 | 6979.98 | 7204.06 |
| Lab Pretreatment Specialist | 4849.52 | 4974.47 | 5225.91 | 5478.86 | 5602.33 | 5665.58 | 5745.34 | 5822.17 | 5900.46 | 6095.11 |
| Land Use Technician | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.36 | 5370.63 | 5442.00 | 5843.04 |
| Land Use Technician II | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.61 | 5215.36 | 5370.63 | 5544.81 | 5843.04 | 5994.96 |
| Law Department Technician | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| Lead Code Enforcement Officer | 4348.11 | 4460.06 | 4680.90 | 4905.22 | 5015.31 | 5069.74 | 5141.59 | 5208.14 | 5280.11 | 5453.83 |
| Lead Court Technician | 4269.51 | 4374.23 | 4588.82 | 4801.68 | 4909.77 | 5139.58 | 5208.01 | 5370.63 | 5442.00 | 5843.04 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Legal Support Assistant | 4269.51 | 4374.23 | 4588.82 | 4801.68 | 4909.77 | 5139.58 | 5208.01 | 5370.63 | 5442.00 | 5843.04 |
| Licensing Coordinator | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.36 | 5370.63 | 5442.00 | 5843.04 |
| | | | | | | | | | | |
| Marketing and Recruitment Specialist | 5012.27 | 5198.74 | 5385.16 | 5571.57 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| Marketing and Social Media Specialist | 5012.27 | 5198.74 | 5385.16 | 5571.57 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| Mason | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Media Systems Administrator | 5012.27 | 5198.74 | 5385.16 | 5571.57 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| Media Systems Specialist | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| Municipal Records Tech/Coordinator | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| | | | | | | | | | | |
| Network Communications Specialist I | 3983.74 | 4084.62 | 4283.39 | 4485.12 | 4586.01 | 4653.86 | 4717.42 | 4780.99 | 4843.00 | 5004.32 |
| Network Communications Specialist II | 4581.25 | 4763.56 | 4945.88 | 5128.19 | 5310.53 | 5492.79 | 5675.10 | 5857.46 | 6039.75 | 6258.64 |
| | | | | | | | | | | |
| Office Assistant | 3207.21 | 3282.43 | 3437.42 | 3593.99 | 3669.19 | 3709.12 | 3758.23 | 3804.29 | 3853.39 | 3985.71 |
| | | | | | | | | | | |
| Painter | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Parks Area Crew Leader | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Park Caretaker I | 3599.82 | 3688.65 | 3867.85 | 4042.48 | 4131.32 | 4176.47 | 4230.71 | 4287.89 | 4342.09 | 4489.74 |
| Park Caretaker II | 3794.05 | 3887.40 | 4077.09 | 4266.82 | 4405.30 | 4450.92 | 4510.23 | 4571.06 | 4631.87 | 5144.84 |
| Park Caretaker II - Irrigation | 3983.74 | 4084.62 | 4283.75 | 4485.12 | 4631.87 | 4700.40 | 4764.60 | 4828.78 | 4891.43 | 5429.69 |
| Park Caretaker II - Playground | 3983.74 | 4084.62 | 4283.75 | 4485.12 | 4631.87 | 4700.40 | 4764.60 | 4828.78 | 4891.43 | 5429.69 |
| Park Ranger | 3944.59 | 4045.50 | 4241.21 | 4441.46 | 4540.83 | 4590.52 | 4652.25 | 4713.98 | 4775.71 | 4934.26 |
| Parking Enforcer | 3489.91 | 3575.71 | 3745.85 | 3919.02 | 4001.83 | 4051.50 | 4099.70 | 4152.40 | 4205.12 | 4350.75 |
| Parks & Rec Technician | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| Parks Maintenance Mechanic | 4335.98 | 4445.01 | 4666.15 | 4887.33 | 5047.86 | 5103.70 | 5170.41 | 5243.28 | 5311.56 | 5895.29 |
| Parks Senior Mechanic/Welder | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 6397.93 |
| Parts Clerk | 3489.91 | 3575.71 | 3745.85 | 3919.02 | 4001.83 | 4051.50 | 4099.70 | 4161.14 | 4256.96 | 4389.41 |
| Payroll Coordinator | 4947.78 | 5075.62 | 5328.13 | 5583.86 | 5710.13 | 5774.87 | 5854.19 | 5933.48 | 6012.81 | 6470.69 |
| PC Network Technician | 4172.52 | 4303.07 | 4433.59 | 4564.14 | 4694.67 | 4825.22 | 4955.74 | 5086.31 | 5216.86 | 5383.98 |
| PD Investigations Technician | 3499.70 | 3571.89 | 3753.00 | 3968.18 | 4049.77 | 4101.68 | 4177.51 | 4248.94 | 4331.78 | 4479.18 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| PD Records Technician | 3499.70 | 3571.89 | 3753.00 | 3968.18 | 4049.77 | 4101.68 | 4177.51 | 4248.94 | 4331.78 | 4479.18 |
| Permit Compliance Specialist - SW | 5713.75 | 5866.09 | 6168.47 | 6471.10 | 6620.43 | 6698.44 | 6791.82 | 6886.65 | 6979.99 | 7204.07 |
| Permit Compliance Specialist - WW | 5713.75 | 5866.09 | 6168.47 | 6471.10 | 6620.43 | 6698.44 | 6791.82 | 6886.65 | 6979.99 | 7204.07 |
| Planner | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| Plumber | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Police Payroll Technician | 4269.51 | 4374.23 | 4588.82 | 4801.68 | 4909.77 | 5139.58 | 5208.01 | 5370.63 | 5442.00 | 5843.04 |
| Police Services Technician | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| Pretreatment Compliance Technician | 5143.10 | 5277.10 | 5543.62 | 5814.64 | 5948.62 | 6016.35 | 6097.70 | 6183.52 | 6267.85 | 6472.40 |
| Probation Officer | 5517.46 | 5660.78 | 5957.57 | 6232.47 | 6377.47 | 6446.63 | 6537.70 | 6627.01 | 6714.76 | 6937.74 |
| Program Coordinator - Aquatics | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - El Centro Del Quinto Sol | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Forestry | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Horticulture | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Housing | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Ice Arena | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Marketing | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Park Ranger | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Sports | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Property/Evidence Technician | 3499.70 | 3571.89 | 3753.00 | 3968.18 | 4049.77 | 4101.68 | 4177.51 | 4248.94 | 4331.78 | 4479.18 |
| Purchasing/Contract Coordinator | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| Purchasing Specialist | 4009.38 | 4108.28 | 4304.36 | 4503.97 | 4599.42 | 4901.94 | 5015.49 | 5148.30 | 5281.09 | 5643.26 |
| Public Works Asset Coordinator | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| Public Works Projects Coordinator | 6211.57 | 6374.98 | 6703.59 | 7032.47 | 7194.75 | 7279.54 | 7381.01 | 7484.06 | 7585.51 | 7829.01 |
| | | | | | | | | | | |
| Real Time Crime Center Technician | 4498.18 | 4615.42 | 4848.48 | 5078.70 | 5195.97 | 5254.59 | 5327.50 | 5400.44 | 5471.93 | 5652.01 |
| | | | | | | | | | | |
| Social Media Specialist | 5012.27 | 5198.74 | 5385.16 | 5571.57 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| Solid Waste Coordinator | 4736.59 | 4860.00 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.86 | 5686.66 | 5761.95 | 5951.56 |
| Sr. Airport Ops/Main. Specialist | 4849.52 | 4980.01 | 5114.40 | 5252.82 | 5395.40 | 5542.26 | 5693.52 | 5849.32 | 6009.79 | 6211.68 |
| Sr. Facilities Maintenance Technician | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Sr. Office Assistant | 4009.38 | 4108.28 | 4304.36 | 4503.97 | 4599.42 | 4901.94 | 5015.49 | 5148.30 | 5281.09 | 5643.26 |
| Sr. PC Network Technician | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| Sr. Planner | 5713.75 | 5866.09 | 6168.47 | 6471.10 | 6620.43 | 6698.44 | 6791.82 | 6886.64 | 6979.98 | 7204.06 |
| Sr. Traffic Signal Technician | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Sr. WWTP Maintenance Mechanic | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 6397.93 |
| Stormwater Crew Leader | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Streets Maintenance Mechanic | 4335.98 | 4445.01 | 4666.15 | 4887.33 | 5047.86 | 5103.70 | 5170.41 | 5243.28 | 5311.56 | 5895.29 |
| Survey Party Chief | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Survey Party Chief LS | 5289.17 | 5415.63 | 5674.61 | 5935.07 | 6063.08 | 6127.80 | 6210.58 | 6290.40 | 6374.76 | 6573.21 |
| Surveyor | 4018.39 | 4119.26 | 4321.01 | 4522.79 | 4623.64 | 4674.82 | 4736.59 | 4802.86 | 4864.57 | 5027.64 |
| Sweeper Operator | 4146.37 | 4251.77 | 4459.55 | 4670.32 | 4821.95 | 4875.18 | 4943.63 | 5007.50 | 5072.89 | 5633.73 |
| Systems Administrator | 5012.27 | 5198.74 | 5385.16 | 5571.57 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| | | | | | | | | | | |
| Tax Auditor | 6180.50 | 6332.59 | 6633.72 | 6937.85 | 7086.90 | 7165.22 | 7258.55 | 7353.40 | 7446.75 | 7677.60 |
| Tax Compliance Technician | 4516.72 | 4651.56 | 4804.95 | 4948.12 | 5090.94 | 5327.69 | 5466.33 | 5699.85 | 5836.55 | 6219.33 |
| Traffic Control Utility Worker II | 3794.05 | 3887.40 | 4077.09 | 4266.82 | 4361.68 | 4406.85 | 4465.58 | 4525.80 | 4586.01 | 4741.78 |
| Traffic Control Utility Worker III | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5534.55 |
| Traffic Engineering Analyst | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| Traffic Signal Technician | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5534.55 |
| Traffic Signs/Markings Specialist | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5534.55 |
| Transportation Planning Technician | 3931.04 | 4030.42 | 4224.65 | 4424.91 | 4521.28 | 4570.97 | 4631.20 | 4694.43 | 4757.64 | 5037.06 |
| Trash Removal Coordinator | 4849.52 | 4974.47 | 5225.91 | 5478.86 | 5602.33 | 5665.58 | 5745.34 | 5822.17 | 5900.46 | 6095.11 |
| | | | | | | | | | | |
| Utility Locate Technician | 3794.05 | 3887.40 | 4077.09 | 4266.82 | 4405.30 | 4450.92 | 4510.23 | 4571.06 | 4631.87 | 5144.84 |
| Utility Worker | 3483.88 | 3541.10 | 3599.82 | 3688.65 | 3867.85 | 4042.48 | 4131.32 | 4176.47 | 4230.71 | 4378.24 |
| | | | | | | | | | | |
| Water Reclamation Worker | 3483.88 | 3541.10 | 3599.82 | 3688.65 | 3867.85 | 4042.48 | 4131.32 | 4176.47 | 4230.71 | 4378.24 |
| Water Reclamation Worker I | 3794.05 | 3887.40 | 4077.09 | 4266.82 | 4361.68 | 4406.85 | 4465.58 | 4525.80 | 4586.01 | 4741.78 |
| Water Reclamation Worker II | 3931.04 | 4030.42 | 4224.65 | 4424.91 | 4521.28 | 4570.97 | 4631.20 | 4694.43 | 4757.64 | 4915.93 |
| WW Compliance Officer | 3944.59 | 4045.50 | 4241.21 | 4441.46 | 4540.83 | 4590.52 | 4652.25 | 4713.98 | 4775.71 | 4934.26 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| WW Data Technician | 4602.59 | 4721.51 | 4956.40 | 5194.29 | 5311.75 | 5371.98 | 5445.76 | 5519.52 | 5593.31 | 5777.40 |
| WW Data Technician II | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6358.25 |
| WW Instrument/Control Specialist | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| WW Inventory/Control Specialist | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| WW Maintenance Coordinator | 5012.27 | 5198.74 | 5385.16 | 5510.58 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| WW Operator A | 5607.94 | 5754.33 | 5827.53 | 6047.12 | 6193.52 | 6339.91 | 6486.30 | 6632.70 | 6779.09 | 6959.83 |
| WW Operator B | 4278.61 | 4390.30 | 4610.27 | 4831.52 | 4941.43 | 4997.10 | 5065.62 | 5135.68 | 5205.37 | 5380.13 |
| WW SCADA Coordinator | 5713.75 | 5866.09 | 6168.47 | 6471.10 | 6620.43 | 6698.44 | 6791.82 | 6886.64 | 6979.98 | 7204.06 |
| WW Utility Worker | 3483.88 | 3541.10 | 3599.82 | 3688.65 | 3867.85 | 4042.48 | 4131.32 | 4176.47 | 4230.71 | 4378.24 |
| WW Utility Worker I | 3779.81 | 3873.09 | 4061.23 | 4244.61 | 4337.89 | 4385.29 | 4442.24 | 4502.29 | 4559.20 | 4714.23 |
| WW Utility Worker II | 4021.70 | 4120.65 | 4321.72 | 4565.01 | 4623.38 | 4671.26 | 4733.51 | 4797.35 | 4861.17 | 5453.47 |
| WW Utility Worker III | 4560.67 | 4675.06 | 4907.03 | 5139.05 | 5255.01 | 5313.04 | 5382.34 | 5458.00 | 5528.91 | 5712.73 |
| WW Utility Worker IV | 4924.77 | 5052.02 | 5303.34 | 5557.89 | 5683.57 | 5748.02 | 5826.96 | 5905.88 | 5984.84 | 6181.82 |
| WWTP Maintenance Mechanic | 4262.31 | 4369.21 | 4586.01 | 4802.86 | 4911.22 | 4965.45 | 5030.22 | 5100.94 | 5167.21 | 5339.00 |

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – FIRE (NON-EXEMPT)
# 2025

| *CLASS TITLE* | |
|---|---|
| **(A) FIRE** | |
| Assistant Fire Chief * | 11616.56 |
| | |
| Emergency Medical Officer * | 8518.81 |
| | |
| Fire Captain *[1] | 10067.69 |
| Fire Lieutenant | 9293.25 |
| Fire Engineer*[2] | 8286.48 |
| Fire Inspector | 8673.70 |

| *CLASS TITLE* | *Entrance* | *Step 2* | *Step 3* | *Step 4* | *Step 5* | *Step 6* |
|---|---|---|---|---|---|---|
| Firefighter *3 | 5715.40 | 6188.29 | 6248.20 | 6431.63 | 6555.11 | 7744.38 |

* Denotes a 56-
Hour Work Week.

[1] Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Firefighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Firefighter plus an additional $550.

[2] Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City's usual and customary payroll practices. Fire Engineers hired on or after January 1, 2018 who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.

[3] Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.

## CITY OF PUEBLO SALARY SCHEDULE
## MONTHLY SALARY SCHEDULE – POLICE (NON-EXEMPT)
## 2025

| *CLASS TITLE* | *Entrance* | *Step 2* | *Step 3* | *Step 4* | *Step 5* | *Step 6* | *Step 7* | *Step 8* |
|---|---|---|---|---|---|---|---|---|
| **(A)POLICE** | | | | | | | | |
| Police Corporal | 7889.09 | 7889.09 | 7889.09 | 8004.72 | 8004.72 | 8122.14 | | |
| Police Patrol Officer | 6372.87 | 6915.79 | 7130.07 | 7240.81 | 7347.98 | 7458.76 | 7564.07 | 7774.06 |
| Police Sergeant | 9310.98 | 9402.19 | 9491.35 | 9584.41 | 9720.16 | | | |

## CITY OF PUEBLO SALARY SCHEDULE
## MONTHLY SALARY SCHEDULE – CLASS B (EXEMPT)
## 2025

| *CLASS TITLE* | *BASE SALARY* | *MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)* | | | | | |
|---|---|---|---|---|---|---|---|
| **(B) ADMINISTRATIVE** | | | | | | | |
| Accountant II | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| Accounting Manager | 8825.16 | 9089.88 | 9362.60 | 9643.40 | 9932.73 | 10230.66 | 10537.69 |
| Administrative Assistant | 5643.39 | 5835.22 | 6061.58 | 6268.91 | 6476.26 | 6690.55 | 6909.97 |
| Airport Ops/Maintenance Supervisor | 6395.31 | 6587.15 | 6784.77 | 6988.31 | 7197.96 | 7413.89 | 7636.31 |
| Assistant Accounting Manager | 7765.56 | 8028.18 | 8334.02 | 8617.43 | 8899.09 | 9189.35 | 9489.99 |
| Assistant Director/Human Resources | 8270.32 | 8550.01 | 8875.72 | 9177.55 | 9477.53 | 9786.65 | 10106.83 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Assistant Director/Info Technology | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| Assistant Director/Parks & Recreation | 9575.21 | 9812.36 | 10055.48 | 10381.18 | 10792.89 | 11221.09 | 11682.62 |
| Assistant WWTP Superintendent | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| | | | | | | | |
| Budget Analyst | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| | | | | | | | |
| CDBG/HOME & Housing Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Civil Engineer Drainage | 7311.10 | 7535.54 | 7938.29 | 8341.04 | 8743.79 | 9146.55 | 9550.28 |
| Civil Engineer Public Works | 7311.10 | 7535.54 | 7938.29 | 8341.04 | 8743.79 | 9146.55 | 9550.28 |
| Civil Engineer Transportation | 7311.10 | 7535.54 | 7938.29 | 8341.04 | 8743.79 | 9146.55 | 9550.28 |
| Civil Engineer Wastewater | 7311.10 | 7535.54 | 7938.29 | 8341.04 | 8743.79 | 9146.55 | 9550.28 |
| Civil Service Administrator | 8270.32 | 8550.01 | 8875.72 | 9177.55 | 9477.53 | 10096.27 | 10298.20 |
| Code Enforcement Manager | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| Community Initiative to Reduce Violence (CIRV) Program Manager | 4835.66 | 4993.81 | 5152.31 | 5310.61 | 5484.57 | 5658.93 | 5833.11 |
| Community Services Supervisor | 6531.83 | 6751.26 | 7010.45 | 7245.46 | 7482.19 | 7725.81 | 7978.07 |
| Construction Manager | 5769.78 | 5965.08 | 6191.45 | 6400.51 | 6609.59 | 6823.83 | 7046.74 |
| Court Administrator | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| Crime Analyst | 5158.36 | 5361.58 | 5564.73 | 5767.95 | 5971.19 | 6174.38 | 6377.55 |
| | | | | | | | |
| Deputy City Clerk | 5731.78 | 5923.58 | 6149.96 | 6357.28 | 6564.64 | 6778.93 | 6998.36 |
| Deputy Director Public Works | 10332.31 | 10673.28 | 11036.17 | 11411.40 | 12171.25 | 12710.41 | 13314.59 |
| Deputy Fire Chief | 10438.25 | 10793.70 | 11213.62 | 11594.78 | 11977.86 | 12691.08 | 13038.25 |
| Dispatch Manager | 6527.41 | 6954.40 | 7381.41 | 7808.41 | 8235.39 | 8662.40 | 9089.35 |
| | | | | | | | |
| Engineering Manager | 9722.93 | 10246.38 | 10769.84 | 11293.29 | 11816.75 | 12340.20 | 12864.33 |
| Executive Assistant | 5709.27 | 5903.34 | 6132.34 | 6342.09 | 6551.86 | 6768.65 | 7106.92 |
| | | | | | | | |
| Facilities Maintenance Superintendent | 8133.31 | 8409.85 | 8738.09 | 9035.33 | 9334.27 | 9641.83 | 9959.77 |
| Fleet Superintendent | 8133.31 | 8409.85 | 8738.09 | 9035.33 | 9334.27 | 9641.83 | 9959.77 |
| | | | | | | | |
| Grant & Resource Dev. Administrator | 7311.10 | 7556.45 | 7845.00 | 8109.43 | 8373.78 | 8646.79 | 8930.19 |
| Grants Analyst | 6970.42 | 7120.17 | 7198.86 | 7292.62 | 7387.92 | 7481.71 | 7713.65 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Grant Coordinator/Financial Empowerment | 5008.74 | 5178.99 | 5379.89 | 5563.91 | 5747.94 | 5938.13 | 6132.88 |
| | | | | | | | |
| HR Analyst I | 5001.47 | 5269.90 | 5566.90 | 5872.51 | 6195.62 | 6536.24 | 6895.69 |
| HR Analyst II | 5776.70 | 6086.74 | 6429.76 | 6782.75 | 7155.95 | 7549.35 | 7964.53 |
| | | | | | | | |
| Landscape Architect | 6395.31 | 6611.30 | 6861.85 | 7095.11 | 7326.67 | 7563.38 | 7812.23 |
| Legal Assistant | 4971.06 | 5133.64 | 5296.57 | 5459.30 | 5638.14 | 5817.38 | 5996.44 |
| | | | | | | | |
| MPO Manager | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| MS4 Permit Coordinator | 6395.31 | 6611.30 | 6861.85 | 7095.11 | 7326.67 | 7563.38 | 7812.23 |
| | | | | | | | |
| Non-Profit Compliance Coordinator | 5776.70 | 6086.74 | 6429.76 | 6782.75 | 7155.95 | 7549.35 | 7964.53 |
| | | | | | | | |
| Outdoor Recreation Administrator | 5731.78 | 5923.58 | 6149.96 | 6357.28 | 6564.64 | 6778.93 | 6998.36 |
| | | | | | | | |
| Paralegal | 4971.06 | 5133.64 | 5296.57 | 5459.30 | 5638.14 | 5817.38 | 5996.44 |
| Parks Manager | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| Parks Supervisor | 6395.31 | 6587.15 | 6784.77 | 6988.31 | 7197.96 | 7413.89 | 7636.31 |
| PD Community Engagement Manager | 6051.45 | 6267.57 | 6483.70 | 6699.83 | 6915.95 | 7132.08 | 7348.23 |
| Police Captain | 9528.11 | 9854.95 | 10236.21 | 10586.40 | 10936.54 | 11294.51 | 11669.97 |
| Police Deputy Chief | 11072.01 | 11449.10 | 11894.48 | 12298.83 | 12705.13 | 13125.07 | 13558.76 |
| Police Records Manager | 5769.78 | 5965.08 | 6191.45 | 6400.51 | 6609.60 | 6823.82 | 7046.75 |
| Pretreatment Manager | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Principal Planner | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Purchasing Contracts Administrator | 5769.78 | 5965.08 | 6191.45 | 6401.08 | 6609.60 | 6823.82 | 7188.86 |
| | | | | | | | |
| Recreation Supervisor | 6395.31 | 6587.15 | 6784.77 | 6988.31 | 7197.96 | 7413.89 | 7636.31 |
| Regulatory Compliance Specialist | 8221.70 | 8498.22 | 8826.47 | 9123.70 | 9422.63 | 9730.20 | 10048.16 |
| | | | | | | | |
| SCADA Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Shops Supervisor | 6531.83 | 6751.26 | 7010.45 | 7245.46 | 7482.19 | 7725.81 | 7978.07 |
| Sr. Business Systems Analyst | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Sr. GIS Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. HR Analyst | 6816.51 | 7182.35 | 7587.12 | 8003.65 | 8444.01 | 8908.24 | 9398.14 |
| Sr. Integration Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. Media Systems Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. Network Communications Specialist | 5849.50 | 6233.53 | 6617.56 | 7001.59 | 7385.64 | 7769.68 | 8153.70 |
| Sr. Network Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. Security Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. System Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. Tax Auditor | 7765.56 | 8028.18 | 8334.02 | 8617.43 | 8899.09 | 9189.35 | 9489.99 |
| Stormwater Coordinator | 8221.70 | 8498.22 | 8826.47 | 9123.70 | 9422.63 | 9730.20 | 10048.16 |
| Stormwater Engineering Manager | 9722.93 | 10246.38 | 10769.84 | 11293.29 | 11816.75 | 12340.20 | 12864.33 |
| Stormwater Utility Maint. Supervisor | 6395.31 | 6611.30 | 6861.85 | 7095.11 | 7326.67 | 7563.38 | 7812.23 |
| Streets Maintenance Supervisor | 6395.31 | 6611.30 | 6861.85 | 7095.11 | 7326.67 | 7563.38 | 7812.23 |
| | | | | | | | |
| Tax Auditor II | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| Tax Audit Manager | 8825.16 | 9089.88 | 9362.60 | 9643.41 | 9932.74 | 10230.66 | 10537.69 |
| Traffic Control Supervisor | 6395.31 | 6611.30 | 6861.85 | 7095.11 | 7326.67 | 7563.38 | 7812.23 |
| Traffic Engineer | 8894.43 | 9198.65 | 9502.87 | 9807.08 | 10111.30 | 10415.52 | 10719.74 |
| | | | | | | | |
| WW Collections Supervisor | 6395.31 | 6611.30 | 6861.85 | 7095.11 | 7326.67 | 7563.38 | 7812.23 |
| WW Engineering Manager | 9722.93 | 10246.38 | 10769.84 | 11293.29 | 11816.75 | 12340.20 | 12864.33 |
| WWTP Lab Supervisor | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| WW Maintenance Supervisor | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| WWTP Superintendent | 9051.14 | 9356.94 | 9716.39 | 10044.69 | 10373.01 | 10711.70 | 11064.19 |
| | | | | | | | |

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – APPOINTED

**2025**

| *CLASS TITLE* | *MONTHLY BASE SALARY* | *MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)* |
|---|---|---|

| **(C) APPOINTED** | | |
|---|---|---|
| Assistant City Attorney I | 6407.24 | 8009.06 |
| Assistant City Attorney II | 8009.06 | 8987.41 |
| Assistant City Attorney III | 8987.50 | 10999.01 |
| Assistant Mayor/Comm Investment | 8622.37 | 11104.60 |
| | | |
| City Attorney | 14104.45 | 17237.18 |
| City Clerk | 9418.78 | 11513.98 |
| Chief of Staff | 8412.07 | 12193.75 |
| | | |
| Deputy City Attorney | 12099.94 | 14105.10 |
| Deputy Mayor | No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued. | |
| Director/Aviation | 9418.78 | 11513.98 |
| Director/Finance | 11028.99 | 13479.46 |
| Director/Human Resources | 10718.43 | 13101.50 |
| Director/Information Technology | 10718.43 | 13101.50 |
| Director/Just Transitions Program | 6959.20 | 8450.46 |
| Director/Parks & Recreation | 10983.63 | 13424.25 |
| Director/Planning & Community Development | 10718.43 | 13101.50 |
| Director/Public Affairs | 6959.20 | 8450.46 |
| Director/Public Works | 12389.74 | 15142.60 |
| Director/Purchasing | 9418.78 | 11669.96 |
| Director/Stormwater | 9901.71 | 12103.18 |
| Director/Wastewater | 11091.32 | 13555.88 |
| | | |
| Fire Chief | 12563.62 | 15354.52 |
| | | |
| Mayor | 12500.00 | 12500.00 |
| Municipal Court Judge | 10401.61 | 13562.23 |
| | | |
| Police Chief | 13257.50 | 16368.63 |

| | | |
|---|---|---|
| Secretary to the Mayor | 4971.06 | 6581.05 |
| Sr. Assistant City Attorney | 10999.11 | 12099.83 |

## END OF 2025

## CITY OF PUEBLO SALARY SCHEDULE
## MONTHLY SALARY SCHEDULE – GENERAL SERVICE (NON-EXEMPT)
## 2026

| *CLASS TITLE* | *Entrance* | *Step2* | *Step 3* | *Step 4* | *Step 5* | *Step 6* | *Step 7* | *Step 8* | *Step 9* | *Step* |
|---|---|---|---|---|---|---|---|---|---|---|
| **(A) GENERAL SERVICE** | | | | | | | | | | |
| Abandoned Vehicle Coord. | 4215.42 | 4323.96 | 4538.05 | 4755.53 | 4862.26 | 4914.68 | 4984.68 | 5049.20 | 5118.98 | 5287. |
| Abatement Worker | 3597.11 | 3656.18 | 3716.82 | 3808.53 | 3993.55 | 4173.86 | 4265.59 | 4312.21 | 4368.21 | 4520. |
| Accountant I | 6381.37 | 6538.40 | 6849.32 | 7163.33 | 7317.22 | 7398.09 | 7494.45 | 7592.38 | 7688.77 | 7927. |
| Accounting Technician II | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459. |
| Accounting Technician III | 4139.68 | 4241.79 | 4444.25 | 4650.35 | 4748.90 | 5061.26 | 5178.49 | 5315.62 | 5452.72 | 5826. |
| Accounting Technician IV | 4408.27 | 4516.39 | 4737.95 | 4957.73 | 5069.34 | 5306.62 | 5377.27 | 5545.18 | 5618.87 | 6032. |
| Administrative Technician | 4408.27 | 4516.39 | 4737.95 | 4957.73 | 5069.34 | 5306.62 | 5377.27 | 5545.18 | 5618.87 | 6032. |
| Airport Ops/Maintenance Specialist | 4400.83 | 4517.36 | 4637.40 | 4761.01 | 4888.36 | 5019.51 | 5154.60 | 5293.75 | 5437.07 | 5622. |
| Airport Ops/Maintenance Worker | 3716.82 | 3812.82 | 3907.30 | 4097.86 | 4283.59 | 4378.06 | 4426.07 | 4483.76 | 4544.57 | 4640. |
| Area Crew Leader | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6737. |
| Associate Engineer I | 5099.60 | 5231.75 | 5494.48 | 5758.73 | 5892.43 | 5953.08 | 6040.11 | 6124.07 | 6203.37 | 6410. |
| Associate Engineer II | 5310.25 | 5448.61 | 5723.79 | 6003.61 | 6141.95 | 6211.89 | 6295.88 | 6384.49 | 6471.55 | 6682. |
| Associate Engineer II - SW | 5310.25 | 5448.61 | 5723.79 | 6003.61 | 6141.95 | 6211.89 | 6295.88 | 6384.49 | 6471.55 | 6682. |
| Associate Engineer II - WW | 5310.25 | 5448.61 | 5723.79 | 6003.61 | 6141.95 | 6211.89 | 6295.88 | 6384.49 | 6471.55 | 6682. |
| Associate Field Engineer | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6564. |
| Aviation Operations Technician | 3940.67 | 4037.03 | 4234.49 | 4430.37 | 4529.87 | 4656.88 | 4718.72 | 4780.55 | 4843.91 | 5200. |
| Aviation Security/Contracts Coordinator | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 5714. |
| | | | | | | | | | | |
| Building Custodian | 2877.14 | 2971.73 | 3066.34 | 3160.97 | 3255.58 | 3350.20 | 3444.81 | 3539.39 | 3634.00 | 3779. |
| Business Systems Analyst | 5175.17 | 5367.70 | 5560.18 | 5752.65 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945. |
| | | | | | | | | | | |
| Carpenter | 4890.527 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144. |
| Civil Service Analyst | 4752.17 | 4874.96 | 5117.48 | 5363.10 | 5484.38 | 5546.57 | 5622.75 | 5698.90 | 5775.09 | 5965. |
| Civil Service Technician | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459. |
| Code Enforcement Officer | 4072.79 | 4176.98 | 4379.05 | 4585.80 | 4688.41 | 4739.72 | 4803.45 | 4867.19 | 4930.92 | 5094. |
| Community Development Specialist | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395. |
| Community Risk Reduction Coordinator | 4215.42 | 4323.96 | 4538.05 | 4755.53 | 4862.26 | 4914.68 | 4984.68 | 5049.20 | 5118.98 | 5287. |
| Community Service Coordinator | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.81 | 6189.69 | 6273.40 | 6361.88 | 6737. |
| Community Service Officer | 4489.42 | 4605.01 | 4833.03 | 5064.64 | 5178.31 | 5234.13 | 5308.69 | 5377.40 | 5451.72 | 5631. |
| Community Outreach Specialist | 4072.79 | 4176.98 | 4379.05 | 4585.80 | 4688.41 | 4739.72 | 4803.45 | 4867.19 | 4930.92 | 5094. |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Community Service Specialist | 3663.44 | 3753.80 | 3932.97 | 4115.36 | 4202.57 | 4325.86 | 4426.06 | 4543.27 | 4660.45 | 4815. |
| Court Marshal | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.81 | 6189.69 | 6273.40 | 6361.88 | 6737. |
| Court Technician | 3613.44 | 3687.97 | 3874.97 | 4097.14 | 4181.38 | 4234.98 | 4313.28 | 4387.03 | 4472.57 | 4624. |
| Court Technician II | 3794.11 | 3872.37 | 4068.72 | 4302.00 | 4390.45 | 4446.73 | 4528.94 | 4606.38 | 4696.19 | 4855. |
| | | | | | | | | | | |
| Dispatch Training Coordinator | 4742.45 | 4895.28 | 5048.11 | 5200.99 | 5353.84 | 5667.07 | 5824.39 | 5981.70 | 6138.98 | 6455. |
| | | | | | | | | | | |
| Electrician | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144. |
| Emergency Services Dispatch Supervisor | 5880.60 | 6066.67 | 6252.72 | 6438.76 | 6624.81 | 6996.62 | 7187.76 | 7378.86 | 7570.00 | 7907. |
| Emergency Services Dispatcher | 4353.23 | 4506.07 | 4658.90 | 4811.77 | 4964.63 | 5266.51 | 5423.84 | 5581.15 | 5738.43 | 6047. |
| Equipment Operator I | 3716.82 | 3808.53 | 3993.55 | 4173.86 | 4265.59 | 4312.21 | 4368.21 | 4427.25 | 4483.21 | 4635. |
| Equipment Operator II | 3917.36 | 4013.74 | 4209.60 | 4405.49 | 4548.47 | 4595.57 | 4656.81 | 4719.62 | 4782.41 | 5312. |
| Equipment Operator IV | 4476.90 | 4589.47 | 4817.80 | 5046.16 | 5237.71 | 5295.65 | 5364.87 | 5413.68 | 5484.19 | 6086. |
| | | | | | | | | | | |
| Fire Support Technician | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459. |
| Fleet Mechanic | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6737. |
| Fleet Service Writer | 3603.33 | 3691.92 | 3867.59 | 4046.39 | 4131.89 | 4183.17 | 4232.94 | 4296.37 | 4395.31 | 4532. |
| | | | | | | | | | | |
| Gardener | 4113.21 | 4217.37 | 4422.98 | 4630.89 | 4782.41 | 4853.16 | 4919.45 | 4985.71 | 5050.41 | 5606. |
| GIS Specialist I | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395. |
| GPS Technician | 4148.99 | 4253.13 | 4461.44 | 4669.78 | 4773.91 | 4826.75 | 4890.53 | 4958.95 | 5022.67 | 5191. |
| | | | | | | | | | | |
| Horticultural Specialist | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6737. |
| Housing/Comm. Dev. Coordinator II | 5099.60 | 5231.75 | 5494.48 | 5758.73 | 5892.43 | 5953.08 | 6040.11 | 6124.07 | 6203.37 | 6410. |
| Housing/Comm. Development Specialist | 5086.40 | 5218.21 | 5481.26 | 5745.56 | 5879.22 | 5942.98 | 6026.94 | 6109.27 | 6190.17 | 6395. |
| HR Records Technician | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459. |
| HVAC Technician | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144. |
| | | | | | | | | | | |
| Inspector/Construction | 5099.59 | 5231.75 | 5494.48 | 5758.73 | 5892.42 | 5953.07 | 6040.11 | 6124.06 | 6203.37 | 6410. |
| Inspector/Stormwater | 5099.60 | 5231.75 | 5494.48 | 5758.73 | 5892.43 | 5953.08 | 6040.11 | 6124.07 | 6203.37 | 6410. |
| Inspector/Streets | 5099.60 | 5231.75 | 5494.48 | 5758.73 | 5892.43 | 5953.08 | 6040.11 | 6124.07 | 6203.37 | 6410. |
| Inspector /Wastewater | 5099.60 | 5231.75 | 5494.48 | 5758.73 | 5892.43 | 5953.08 | 6040.11 | 6124.07 | 6203.37 | 6410. |
| | | | | | | | | | | |
| Lab Analyst | 5007.13 | 5136.14 | 5395.75 | 5656.92 | 5784.40 | 5849.71 | 5932.07 | 6011.40 | 6092.22 | 6293. |
| Lab Analyst II | 5310.25 | 5448.61 | 5723.79 | 6003.61 | 6141.95 | 6211.89 | 6295.88 | 6384.49 | 6471.55 | 6682. |
| Lab Analyst III | 5899.45 | 6056.74 | 6368.95 | 6681.42 | 6835.59 | 6916.14 | 7012.55 | 7110.46 | 7206.83 | 7438. |
| Lab Pretreatment Specialist | 5007.13 | 5136.14 | 5395.75 | 5656.92 | 5784.40 | 5849.71 | 5932.07 | 6011.40 | 6092.22 | 6293. |
| Land Use Technician | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.86 | 5545.18 | 5618.87 | 6032. |
| Land Use Technician II | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.81 | 5384.86 | 5545.18 | 5725.01 | 6032.94 | 6189. |
| Law Department Technician | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459. |
| Lead Code Enforcement Officer | 4489.42 | 4605.01 | 4833.03 | 5064.64 | 5178.31 | 5234.51 | 5308.69 | 5377.40 | 5451.72 | 5631. |
| Lead Court Technician | 4408.27 | 4516.39 | 4737.95 | 4957.73 | 5069.34 | 5306.62 | 5377.27 | 5545.18 | 5618.87 | 6032. |
| Legal Support Assistant | 4408.27 | 4516.39 | 4737.95 | 4957.73 | 5069.34 | 5306.62 | 5377.27 | 5545.18 | 5618.87 | 6032. |
| Licensing Coordinator | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.86 | 5545.18 | 5618.87 | 6032. |
| | | | | | | | | | | |
| Marketing and Recruitment Specialist | 5175.17 | 5367.70 | 5560.18 | 5752.65 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945. |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Marketing and Social Media Specialist | 5175.17 | 5367.70 | 5560.18 | 5752.65 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945. |
| Mason | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144. |
| Media Systems Administrator | 5175.17 | 5367.70 | 5560.18 | 5752.65 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945. |
| Media Systems Specialist | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395. |
| Municipal Records Tech/Coordinator | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395. |
| | | | | | | | | | | |
| Network Communications Specialist I | 4113.21 | 4217.37 | 4422.60 | 4630.89 | 4735.05 | 4805.11 | 4870.74 | 4936.38 | 5000.40 | 5166. |
| Network Communications Specialist II | 4730.14 | 4918.38 | 5106.62 | 5294.86 | 5483.12 | 5671.30 | 5859.54 | 6047.82 | 6236.05 | 6462. |
| | | | | | | | | | | |
| Office Assistant | 3311.44 | 3389.11 | 3549.14 | 3710.80 | 3788.44 | 3829.67 | 3880.38 | 3927.93 | 3978.63 | 4115. |
| | | | | | | | | | | |
| Painter | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144. |
| Parks Area Crew Leader | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6737. |
| Park Caretaker I | 3716.82 | 3808.53 | 3993.55 | 4173.86 | 4265.59 | 4312.21 | 4368.21 | 4427.25 | 4483.21 | 4635. |
| Park Caretaker II | 3917.36 | 4013.74 | 4209.60 | 4405.49 | 4548.47 | 4595.57 | 4656.81 | 4719.62 | 4782.41 | 5312. |
| Park Caretaker II - Irrigation | 4113.21 | 4217.37 | 4422.98 | 4630.89 | 4782.41 | 4853.16 | 4919.45 | 4985.71 | 5050.41 | 5606. |
| Park Caretaker II - Playground | 4113.21 | 4217.37 | 4422.98 | 4630.89 | 4782.41 | 4853.16 | 4919.45 | 4985.71 | 5050.41 | 5606. |
| Park Ranger | 4072.79 | 4176.98 | 4379.05 | 4585.80 | 4688.41 | 4739.72 | 4803.45 | 4867.19 | 4930.92 | 5094. |
| Parking Enforcer | 3603.33 | 3691.92 | 3867.59 | 4046.39 | 4131.89 | 4183.17 | 4232.94 | 4287.35 | 4341.78 | 4492. |
| Parks & Rec Technician | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459. |
| Parks Maintenance Mechanic | 4476.90 | 4589.47 | 4817.80 | 5046.16 | 5211.91 | 5269.57 | 5338.44 | 5413.68 | 5484.19 | 6086. |
| Parks Senior Mechanic/Welder | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6605. |
| Parts Clerk | 3603.33 | 3691.92 | 3867.59 | 4046.39 | 4131.89 | 4183.17 | 4232.94 | 4296.37 | 4395.31 | 4532. |
| Payroll Coordinator | 5108.59 | 5240.58 | 5501.29 | 5765.34 | 5895.71 | 5962.56 | 6044.45 | 6126.32 | 6208.23 | 6680. |
| PC Network Technician | 4308.13 | 4442.92 | 4577.68 | 4712.47 | 4847.25 | 4982.04 | 5116.80 | 5251.62 | 5386.41 | 5558. |
| PD Investigations Technician | 3613.44 | 3687.97 | 3874.97 | 4097.14 | 4181.38 | 4234.98 | 4313.28 | 4387.03 | 4472.57 | 4624. |
| PD Records Technician | 3613.44 | 3687.97 | 3874.97 | 4097.14 | 4181.38 | 4234.98 | 4313.28 | 4387.03 | 4472.57 | 4624. |
| Permit Compliance Specialist - SW | 5899.44 | 6056.74 | 6368.94 | 6681.41 | 6835.59 | 6916.14 | 7012.55 | 7110.46 | 7206.84 | 7438. |
| Permit Compliance Specialist - WW | 5899.44 | 6056.74 | 6368.94 | 6681.41 | 6835.59 | 6916.14 | 7012.55 | 7110.46 | 7206.84 | 7438. |
| Planner | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395. |
| Plumber | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144. |
| Police Payroll Technician | 4408.27 | 4516.39 | 4737.95 | 4957.73 | 5069.34 | 5306.62 | 5377.27 | 5545.18 | 5618.87 | 6032. |
| Police Services Technician | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459. |
| Pretreatment Compliance Technician | 5310.25 | 5448.61 | 5723.79 | 6003.61 | 6141.95 | 6211.89 | 6295.88 | 6384.49 | 6471.55 | 6682. |
| Probation Officer | 5696.78 | 5844.75 | 6151.19 | 6435.02 | 6584.73 | 6656.15 | 6750.17 | 6842.39 | 6932.99 | 7163. |
| Program Coord. - Aquatics | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086. |
| Program Coord. - El Centro Del Quinto Sol | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086. |
| Program Coord. - Forestry | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086. |
| Program Coord, - Horticulture | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086. |
| Program Coord, - Housing | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086. |
| Program Coord. - Ice Arena | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086. |
| Program Coord. - Marketing | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086. |
| Program Coord. - Park Ranger | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086. |

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|---|---|---|---|---|---|---|---|---|---|---|
| Program Coord. - Sports | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086. |
| Property/Evidence Technician | 3613.44 | 3687.97 | 3874.97 | 4097.14 | 4181.38 | 4234.98 | 4313.28 | 4387.03 | 4472.57 | 4624. |
| Purchasing/Contract Coordinator | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395. |
| Purchasing Specialist | 4139.68 | 4241.79 | 4444.25 | 4650.35 | 4748.90 | 5061.26 | 5178.49 | 5315.62 | 5452.72 | 5826. |
| Public Works Asset Coordinator | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395. |
| Public Works Projects Coordinator | 6413.45 | 6582.16 | 6921.45 | 7261.02 | 7428.58 | 7516.13 | 7620.90 | 7727.29 | 7832.04 | 8083. |
| | | | | | | | | | | |
| Real Time Crime Center Technician | 4644.38 | 4765.42 | 5006.06 | 5243.76 | 5364.84 | 5425.36 | 5500.64 | 5575.95 | 5649.77 | 5835. |
| | | | | | | | | | | |
| Social Media Specialist | 5175.17 | 5367.70 | 5560.18 | 5752.65 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945. |
| Solid Waste Coordinator | 4890.53 | 5017.95 | 5271.37 | 5521.68 | 5649.17 | 5712.91 | 5792.18 | 5871.48 | 5949.21 | 6144. |
| Sr. Airport Ops/Main. Specialist | 5007.13 | 5141.86 | 5280.61 | 5423.54 | 5570.75 | 5722.38 | 5878.56 | 6039.42 | 6205.11 | 6413. |
| Sr. Facilities Maintenance Technician | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144. |
| Sr. Office Assistant | 4139.68 | 4241.79 | 4444.25 | 4650.35 | 4748.90 | 5061.26 | 5178.49 | 5315.62 | 5452.72 | 5826. |
| Sr. PC Network Technician | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395. |
| Sr. Planner | 5899.45 | 6056.74 | 6368.95 | 6681.42 | 6835.59 | 6916.14 | 7012.55 | 7110.46 | 7206.83 | 7438. |
| Sr. Traffic Signal Technician | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144. |
| Sr. WWTP Maintenance Mechanic | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6605. |
| Stormwater Crew Leader | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6737. |
| Streets Maintenance Mechanic | 4476.90 | 4589.47 | 4817.80 | 5046.16 | 5211.91 | 5269.57 | 5338.44 | 5413.68 | 5484.19 | 6086. |
| Survey Party Chief | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144. |
| Survey Party Chief LS | 5461.06 | 5591.63 | 5859.03 | 6127.96 | 6260.13 | 6326.95 | 6412.43 | 6494.84 | 6581.94 | 6786. |
| Surveyor | 4148.99 | 4253.13 | 4461.44 | 4669.78 | 4773.91 | 4826.75 | 4890.53 | 4958.95 | 5022.67 | 5191. |
| Sweeper Operator | 4281.13 | 4389.95 | 4604.48 | 4822.11 | 4978.67 | 5033.63 | 5104.30 | 5170.25 | 5237.76 | 5816. |
| Systems Administrator | 5175.17 | 5367.70 | 5560.18 | 5752.65 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945. |
| | | | | | | | | | | |
| Tax Auditor | 6381.37 | 6538.40 | 6849.32 | 7163.33 | 7317.22 | 7398.09 | 7494.45 | 7592.38 | 7688.77 | 7927. |
| Tax Compliance Technician | 4663.52 | 4802.73 | 4961.12 | 5108.94 | 5256.40 | 5500.84 | 5643.98 | 5885.09 | 6026.24 | 6421. |
| Traffic Control Utility Worker II | 3917.36 | 4013.74 | 4209.60 | 4405.49 | 4503.44 | 4550.07 | 4610.71 | 4672.89 | 4735.05 | 4895. |
| Traffic Control Utility Worker III | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 5714. |
| Traffic Engineering Analyst | 5099.60 | 5231.75 | 5494.48 | 5758.73 | 5892.43 | 5953.08 | 6040.11 | 6124.07 | 6203.37 | 6410. |
| Traffic Signal Technician | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 5714. |
| Traffic Signs/Markings Specialist | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 5714. |
| Transportation Planning Technician | 4058.80 | 4161.41 | 4361.95 | 4568.72 | 4668.22 | 4719.52 | 4781.71 | 4847.00 | 4912.27 | 5200. |
| Trash Removal Coordinator | 5007.13 | 5136.14 | 5395.75 | 5656.92 | 5784.40 | 5849.71 | 5932.07 | 6011.40 | 6092.22 | 6293. |
| | | | | | | | | | | |
| Utility Locate Technician | 3917.36 | 4013.74 | 4209.60 | 4405.49 | 4548.47 | 4595.57 | 4656.81 | 4719.62 | 4782.41 | 5312. |
| Utility Worker | 3597.11 | 3656.18 | 3716.82 | 3808.53 | 3993.55 | 4173.86 | 4265.59 | 4312.21 | 4368.21 | 4520. |
| | | | | | | | | | | |
| Water Reclamation Worker | 3597.11 | 3656.18 | 3716.82 | 3808.53 | 3993.55 | 4173.86 | 4265.59 | 4312.21 | 4368.21 | 4520. |
| Water Reclamation Worker I | 3917.36 | 4013.74 | 4209.60 | 4405.49 | 4503.44 | 4550.07 | 4610.71 | 4672.89 | 4735.05 | 4895. |
| Water Reclamation Worker II | 4058.80 | 4161.41 | 4361.95 | 4568.72 | 4668.22 | 4719.52 | 4781.71 | 4847.00 | 4912.27 | 5075. |
| WW Compliance Officer | 4072.79 | 4176.98 | 4379.05 | 4585.80 | 4688.41 | 4739.72 | 4803.45 | 4867.19 | 4930.92 | 5094. |
| WW Data Technician | 4752.17 | 4874.96 | 5117.48 | 5363.10 | 5484.38 | 5546.57 | 5622.75 | 5698.90 | 5775.09 | 5965. |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| WW Data Technician II | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6564. |
| WW Instrument/Control Specialist | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144. |
| WW Inventory/Control Specialist | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144. |
| WW Maintenance Coordinator | 5175.17 | 5367.70 | 5560.18 | 5689.67 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945. |
| WW Operator A | 5790.20 | 5941.35 | 6016.93 | 6243.65 | 6394.81 | 6545.96 | 6697.11 | 6848.26 | 6999.41 | 7186. |
| WW Operator B | 4417.66 | 4532.99 | 4760.11 | 4988.55 | 5102.03 | 5159.50 | 5230.25 | 5302.59 | 5374.54 | 5554. |
| WW SCADA Coordinator | 5899.44 | 6056.74 | 6368.95 | 6681.42 | 6835.59 | 6916.14 | 7012.55 | 7110.46 | 7206.83 | 7438. |
| WW Utility Worker | 3597.11 | 3656.18 | 3716.82 | 3808.53 | 3993.55 | 4173.86 | 4265.59 | 4312.21 | 4368.21 | 4520. |
| WW Utility Worker I | 3902.65 | 3998.96 | 4193.22 | 4382.56 | 4478.87 | 4527.81 | 4586.61 | 4648.61 | 4707.38 | 4867. |
| WW Utility Worker II | 4152.40 | 4254.57 | 4462.18 | 4713.38 | 4773.64 | 4823.08 | 4887.35 | 4953.26 | 5019.16 | 5630. |
| WW Utility Worker III | 4708.89 | 4827.00 | 5066.51 | 5306.07 | 5425.79 | 5485.71 | 5557.26 | 5635.39 | 5708.60 | 5898. |
| WW Utility Worker IV | 5084.83 | 5216.21 | 5475.70 | 5738.52 | 5868.28 | 5934.83 | 6016.34 | 6097.83 | 6179.35 | 6382. |
| WWTP Maintenance Mechanic | 4400.83 | 4511.21 | 4735.05 | 4958.95 | 5070.84 | 5126.83 | 5193.70 | 5266.72 | 5335.14 | 5512. |

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – FIRE (NON-EXEMPT)
# 2026

| ***CLASS TITLE*** | |
|---|---|
| **(A) FIRE** | |
| Assistant Fire Chief * | 12164.87 |
| | |
| Emergency Medical Officer * | 8920.90 |
| | |
| Fire Captain *[1] | 10542.883 |
| Fire Lieutenant | 9731.89 |
| Fire Engineer*[2] | 8677.60 |
| Fire Inspector | 9083.10 |

| ***CLASS TITLE*** | ***Entrance*** | ***Step 2*** | ***Step 3*** | ***Step 4*** | ***Step 5*** | ***Ste*** |
|---|---|---|---|---|---|---|
| Firefighter *3 | 5985.17 | 6480.38 | 6543.12 | 6735.21 | 6864.51 | 810 |

* Denotes a 56-Hour Work Week.

[1] Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administra functions including training and EMS Coordination. Captain (Administration) shall be a Group A Firefighter. The monthly base pay the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Firefighter plus an addit $550.

[2] Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one per (1%) of their monthly base pay in accordance with the City's usual and customary payroll practices. Fire Engineers hired on or after January 1, 2018 who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EM Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said month stipend.

[3] Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the classification when approved by the Chief or his/her designee.

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – POLICE (NON-EXEMPT)
# 2026

| *CLASS TITLE* | *Step 3* | *Step 4* | *Step 5* | *Step 6* | *Step 7* | *Step 8* |
|---|---|---|---|---|---|---|
| **(A) POLICE** | | | | | | |
| Police Corporal | 8173.10 | 8292.89 | 8292.89 | 8414.53 | | |
| Police Patrol Officer | 7386.76 | 7501.48 | 7612.50 | 7727.28 | 7836.38 | 8053.92 |
| Police Sergeant | 9871.00 | 9967.79 | 10108.96 | | | |

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – CLASS B (EXEMPT)
# 2026

| *CLASS TITLE* | MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B) | | | | |
|---|---|---|---|---|---|
| **(B) ADMINISTRATIVE** | | | | | |
| Accountant II | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.43 |
| Accounting Manager | 9666.88 | 9956.82 | 10255.55 | 10563.16 | 10880.16 |
| Administrative Assistant | 6258.58 | 6472.65 | 6686.74 | 6907.99 | 7134.55 |
| Airport Ops/Maintenance Supervisor | 7005.28 | 7215.43 | 7431.90 | 7654.84 | 7884.49 |
| Assistant Accounting Manager | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.41 |
| Assistant Director/Human Resources | 9164.18 | 9475.82 | 9785.55 | 10104.72 | 10435.31 |
| Assistant Director/Info Technology | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.43 |
| Assistant Director/Parks & Recreation | 10382.28 | 10718.57 | 11143.66 | 11585.77 | 12062.30 |
| Assistant WWTP Superintendent | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| | | | | | |
| Budget Analyst | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.43 |
| | | | | | |
| Civil Engineer Drainage | 8196.28 | 8612.12 | 9027.97 | 9443.81 | 9860.67 |
| Civil Engineer Public Works | 8196.28 | 8612.12 | 9027.97 | 9443.81 | 9860.67 |
| Civil Engineer Transportation | 8196.28 | 8612.12 | 9027.97 | 9443.81 | 9860.67 |
| Civil Engineer Wastewater | 8196.28 | 8612.12 | 9027.97 | 9443.81 | 9860.67 |
| Civil Service Administrator | 9164.18 | 9475.82 | 9785.55 | 10424.40 | 10632.89 |
| Code Enforcement Manager | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.43 |
| Community Services Supervisor | 7238.29 | 7480.93 | 7725.36 | 7976.89 | 8237.36 |
| Construction Manager | 6392.67 | 6608.53 | 6824.40 | 7045.60 | 7275.76 |
| Court Administrator | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.43 |
| Crime Analyst | 5745.58 | 5955.41 | 6165.25 | 6375.05 | 6584.82 |
| | | | | | |
| Deputy City Clerk | 6349.84 | 6563.90 | 6777.99 | 6999.25 | 7225.80 |
| Deputy Director Public Works | 11394.84 | 11782.27 | 12566.81 | 13123.50 | 13747.31 |
| Deputy Fire Chief | 11578.06 | 11971.61 | 12367.14 | 13103.54 | 13461.99 |
| Dispatch Manager | 7621.30 | 8062.18 | 8503.04 | 8943.93 | 9384.76 |
| | | | | | |
| Engineering Manager | 11119.85 | 11660.32 | 12200.79 | 12741.26 | 13282.42 |
| Executive Assistant | 6331.64 | 6548.21 | 6764.79 | 6988.63 | 7337.89 |
| | | | | | |
| Facilities Maintenance Superintendent | 9022.08 | 9328.98 | 9637.63 | 9955.19 | 10283.47 |
| Fleet Superintendent | 9022.08 | 9328.98 | 9637.63 | 9955.19 | 10283.47 |

| | | | | | |
|---|---|---|---|---|---|
| Grant & Resource Dev. Administrator | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.42 |
| Grants Analyst | 7432.82 | 7529.64 | 7628.03 | 7724.87 | 7964.34 |
| Grant Coordinator/Financial Empowerment | 5554.74 | 5744.74 | 5934.74 | 6131.11 | 6332.19 |
| | | | | | |
| HR Analyst I | 5747.82 | 6063.37 | 6396.98 | 6748.67 | 7119.80 |
| HR Analyst II | 6638.73 | 7003.19 | 7388.51 | 7794.71 | 8223.38 |
| | | | | | |
| Landscape Architect | 7084.86 | 7325.70 | 7564.79 | 7809.19 | 8066.13 |
| Legal Assistant | 5468.71 | 5636.73 | 5821.38 | 6006.45 | 6191.32 |
| | | | | | |
| MPO Manager | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| MS4 Permit Coordinator | 7084.86 | 7325.70 | 7564.79 | 7809.19 | 8066.13 |
| | | | | | |
| Outdoor Recreation Administrator | 6349.84 | 6563.90 | 6777.99 | 6999.25 | 7225.80 |
| | | | | | |
| Paralegal | 5468.71 | 5636.73 | 5821.38 | 6006.45 | 6191.32 |
| Parks Supervisor | 7005.28 | 7215.43 | 7431.90 | 7654.84 | 7884.49 |
| PD Community Engagement Manager | 6694.42 | 6917.57 | 7140.72 | 7363.87 | 7587.04 |
| Police Captain | 10568.89 | 10930.45 | 11291.97 | 11661.58 | 12049.24 |
| Police Deputy Chief | 12281.05 | 12698.55 | 13118.04 | 13551.63 | 13999.42 |
| Police Records Manager | 6392.67 | 6608.53 | 6824.41 | 7045.60 | 7275.77 |
| Pretreatment Manager | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Principal Planner | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Purchasing Contracts Administrator | 6392.67 | 6609.11 | 6824.41 | 7045.60 | 7422.50 |
| | | | | | |
| Recreation Supervisor | 7005.28 | 7215.43 | 7431.90 | 7654.84 | 7884.49 |
| Regulatory Compliance Specialist | 9113.33 | 9420.22 | 9728.86 | 10046.43 | 10374.72 |
| | | | | | |
| SCADA Administrator | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Shops Supervisor | 7238.29 | 7480.93 | 7725.36 | 7976.89 | 8237.36 |
| Sr. Business Systems Analyst | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. GIS Administrator | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. HR Analyst | 7833.70 | 8263.77 | 8718.44 | 9197.76 | 9703.58 |
| Sr. Integration Administrator | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. Media Systems Administrator | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. Network Communications Specialist | 6832.63 | 7229.14 | 7625.67 | 8022.19 | 8418.70 |
| Sr. Network Administrator | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. Security Administrator | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. System Administrator | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. Tax Auditor | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.41 |
| Stormwater Coordinator | 9113.33 | 9420.22 | 9728.86 | 10046.43 | 10374.72 |
| Stormwater Utility Maint. Supervisor | 7084.86 | 7325.70 | 7564.79 | 7809.19 | 8066.13 |
| Streets Maintenance Supervisor | 7084.86 | 7325.70 | 7564.79 | 7809.19 | 8066.13 |
| | | | | | |
| Tax Auditor II | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.43 |
| Tax Audit Manager | 9666.89 | 9956.82 | 10255.55 | 10563.16 | 10880.17 |
| Traffic Control Supervisor | 7084.86 | 7325.70 | 7564.79 | 7809.19 | 8066.13 |
| Traffic Engineer | 9811.71 | 10125.82 | 10439.92 | 10754.03 | 11068.14 |
| | | | | | |
| WW Collections Supervisor | 7084.86 | 7325.70 | 7564.79 | 7809.19 | 8066.13 |
| WW Engineering Manager | 11119.86 | 11660.32 | 12200.79 | 12741.26 | 13282.42 |
| WWTP Lab Supervisor | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| WW Maintenance Supervisor | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| WWTP Superintendent | 10032.17 | 10371.14 | 10710.14 | 11059.83 | 11423.78 |
| | | | | | |

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – APPOINTED
# 2026

| *CLASS TITLE* | *MONTHLY BASE SALARY* | *MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)* |
|---|---|---|
| **(C) APPOINTED** | | |
| Assistant City Attorney I | 6615.48 | 8269.35 |
| Assistant City Attorney II | 8269.36 | 9279.50 |
| Assistant City Attorney III | 9279.60 | 11356.48 |
| | | |
| Deputy City Attorney | 12493.19 | 14563.51 |
| Deputy Mayor | No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued. | |
| Director/Aviation | 9724.89 | 11888.18 |
| Director/Finance | 11387.44 | 13917.54 |
| Director/Housing and Citizen Services | 9841.32 | 12029.37 |
| Director/Human Resources | 11066.78 | 13527.30 |
| Director/Information Technology | 11066.78 | 13527.30 |
| Director/Just Transitions Program | 7185.37 | 8725.10 |
| Director/Parks & Recreation | 11340.60 | 13860.54 |
| Director/Planning & Community Development | 11066.78 | 13527.30 |
| Director/Public Affairs | 7185.37 | 9272.48 |
| Director/Public Works | 12792.41 | 15634.74 |
| Director/Purchasing | 9724.89 | 12049.23 |
| Director/Stormwater | 10223.52 | 12496.53 |
| Director/Wastewater | 11451.79 | 13996.44 |
| | | |
| Fire Chief | 12971.93 | 15853.55 |
| | | |
| Mayor | 12500.00 | 12500.00 |
| Municipal Court Judge | 10739.66 | 14003.00 |
| | | |
| Police Chief | 13688.37 | 16900.61 |
| | | |
| Secretary to the Mayor | 5132.62 | 6794.93 |
| Sr. Assistant City Attorney | 11356.58 | 12493.08 |
| | | |

SECTION 2.

Section 18 of Chapter 5 of Title VI of the Pueblo Municipal Code is hereby amended to read as follows:

**6-5-18. Unclassified part-time employees.**

(a) The pay range with respect to all unclassified part-time employees of the City shall be not less than [ $15.16 per hour and not greater than $40.00.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent w intent of this Ordinance to effectuate and transactions described therein.

SECTION 4.

This Ordinance shall become effective January 1, 2026.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

**Action by City Council After Disapproval by the Mayor:**

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2026

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscore indicates matter being added)

SECTION 1.

Section 6-5-16 of Chapter 5, of Title VI, of the Pueblo Municipal Code is hereby repealed in its entirety and re-enacted as follows:

**6-5-16. Schedule, classification, work week and monthly salary.**

The following shall constitute:

A. The classification and pay range for all bargaining unit employees of the City effective January 1, 2026;

B. The classification and pay range for all non-bargaining unit employees of the City effective January 1, 2026;

C. The pay range for all unclassified employees of the City effective January 1, 2026.

## [CITY OF PUEBLO SALARY SCHEDULE
## MONTHLY SALARY SCHEDULE – GENERAL SERVICE (NON-EXEMPT)
## 2025

| *CLASS TITLE* | *Entrance* | *Step 2* | *Step 3* | *Step 4* | *Step 5* | *Step 6* | *Step 7* | *Step 8* | *Step 9* | *Step 10* |
|---|---|---|---|---|---|---|---|---|---|---|
| **(A) GENERAL SERVICE** | | | | | | | | | | |
| Abandoned Vehicle Coordinator | 4082.73 | 4187.85 | 4395.21 | 4605.84 | 4709.21 | 4759.98 | 4827.78 | 4890.27 | 4957.85 | 5120.97 |
| Abatement Worker | 3483.88 | 3541.10 | 3599.82 | 3688.65 | 3867.85 | 4042.48 | 4131.32 | 4176.47 | 4230.71 | 4378.24 |
| Accountant I | 6180.50 | 6332.59 | 6633.72 | 6937.85 | 7086.90 | 7165.22 | 7258.55 | 7353.40 | 7446.75 | 7677.60 |
| Accounting Technician II | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| Accounting Technician III | 4009.38 | 4108.28 | 4304.36 | 4503.97 | 4599.42 | 4901.94 | 5015.49 | 5148.30 | 5281.09 | 5643.26 |
| Accounting Technician IV | 4269.51 | 4374.23 | 4588.82 | 4801.68 | 4909.77 | 5139.58 | 5208.01 | 5370.63 | 5442.00 | 5843.04 |
| Administrative Technician | 4269.51 | 4374.23 | 4588.82 | 4801.68 | 4909.77 | 5139.58 | 5208.01 | 5370.63 | 5442.00 | 5843.04 |
| Airport Ops/Maintenance Specialist | 4262.31 | 4375.16 | 4491.43 | 4611.15 | 4734.49 | 4861.51 | 4992.35 | 5127.12 | 5265.93 | 5445.50 |
| Airport Ops/Maintenance Worker | 3599.82 | 3692.81 | 3784.31 | 3968.87 | 4148.75 | 4240.25 | 4286.75 | 4342.63 | 4401.52 | 4493.95 |
| Area Crew Leader | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Associate Engineer I | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| Associate Engineer II | 5143.10 | 5277.10 | 5543.62 | 5814.64 | 5948.62 | 6016.35 | 6097.70 | 6183.52 | 6267.85 | 6472.40 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Associate Engineer II - SW | 5143.10 | 5277.10 | 5543.62 | 5814.64 | 5948.62 | 6016.35 | 6097.70 | 6183.52 | 6267.85 | 6472.40 |
| Associate Engineer II - WW | 5143.10 | 5277.10 | 5543.62 | 5814.64 | 5948.62 | 6016.35 | 6097.70 | 6183.52 | 6267.85 | 6472.40 |
| Associate Field Engineer | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6358.25 |
| Aviation Operations Technician | 3816.63 | 3909.96 | 4101.20 | 4290.91 | 4387.28 | 4510.30 | 4570.19 | 4630.07 | 4691.44 | 5037.06 |
| Aviation Security/Contracts Coordinator | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5534.55 |
| | | | | | | | | | | |
| Building Custodian | 2786.58 | 2878.19 | 2969.82 | 3061.47 | 3153.10 | 3244.74 | 3336.38 | 3427.98 | 3519.61 | 3660.05 |
| Business Systems Analyst | 5012.27 | 5198.74 | 5385.16 | 5571.57 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| | | | | | | | | | | |
| Carpenter | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Civil Service Analyst | 4602.59 | 4721.51 | 4956.40 | 5194.29 | 5311.75 | 5371.98 | 5445.76 | 5519.52 | 5593.31 | 5777.40 |
| Civil Service Technician | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| Code Enforcement Officer | 3944.59 | 4045.50 | 4241.21 | 4441.46 | 4540.83 | 4590.52 | 4652.25 | 4713.98 | 4775.71 | 4934.26 |
| Community Development Specialist | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| Community Risk Reduction Coordinator | 4082.73 | 4187.85 | 4395.21 | 4605.84 | 4709.21 | 4759.98 | 4827.78 | 4890.27 | 4957.85 | 5120.97 |
| Community Service Coordinator | 4988.03 | 5114.51 | 5373.49 | 5633.96 | 5761.94 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Community Service Officer | 4348.11 | 4460.06 | 4680.90 | 4905.22 | 5015.31 | 5069.38 | 5141.59 | 5208.14 | 5280.11 | 5453.83 |
| Community Outreach Specialist | 3944.59 | 4045.50 | 4241.21 | 4441.46 | 4540.83 | 4590.52 | 4652.25 | 4713.98 | 4775.71 | 4934.26 |
| Community Service Specialist | 3548.12 | 3635.64 | 3809.17 | 3985.82 | 4070.29 | 4189.70 | 4286.74 | 4400.26 | 4513.75 | 4663.85 |
| Court Marshal | 4988.03 | 5114.51 | 5373.49 | 5633.96 | 5761.94 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Court Technician | 3499.70 | 3571.89 | 3753.00 | 3968.18 | 4049.77 | 4101.68 | 4177.51 | 4248.94 | 4331.78 | 4479.18 |
| Court Technician II | 3674.69 | 3750.48 | 3940.65 | 4166.59 | 4252.26 | 4306.76 | 4386.38 | 4461.38 | 4548.37 | 4703.14 |
| | | | | | | | | | | |
| Dispatch Training Coordinator | 4593.17 | 4741.19 | 4889.22 | 5037.27 | 5185.32 | 5488.68 | 5641.06 | 5793.41 | 5945.75 | 6252.69 |
| | | | | | | | | | | |
| Electrician | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Emergency Services Dispatch Supervisor | 5695.50 | 5875.71 | 6055.90 | 6236.09 | 6416.28 | 6776.38 | 6961.51 | 7146.59 | 7331.72 | 7658.51 |
| Emergency Services Dispatcher | 4216.21 | 4364.23 | 4512.25 | 4660.31 | 4808.36 | 5100.74 | 5253.11 | 5405.47 | 5557.80 | 5857.43 |
| Equipment Operator I | 3599.82 | 3688.65 | 3867.85 | 4042.48 | 4131.32 | 4176.47 | 4230.71 | 4287.89 | 4342.09 | 4489.74 |
| Equipment Operator II | 3794.05 | 3887.40 | 4077.09 | 4266.82 | 4405.30 | 4450.92 | 4510.23 | 4571.06 | 4631.87 | 5144.84 |
| Equipment Operator IV | 4335.98 | 4445.01 | 4666.15 | 4887.33 | 5072.85 | 5128.96 | 5196.00 | 5243.28 | 5311.56 | 5895.29 |
| | | | | | | | | | | |
| Fire Support Technician | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| Fleet Mechanic | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Fleet Service Writer | 3489.91 | 3575.71 | 3745.85 | 3919.02 | 4001.83 | 4051.50 | 4099.70 | 4161.14 | 4256.96 | 4389.41 |
| | | | | | | | | | | |
| Gardener | 3983.74 | 4084.62 | 4283.75 | 4485.12 | 4631.87 | 4700.40 | 4764.60 | 4828.78 | 4891.43 | 5429.69 |
| GIS Specialist I | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| GPS Technician | 4018.39 | 4119.26 | 4321.01 | 4522.79 | 4623.64 | 4674.82 | 4736.59 | 4802.86 | 4864.57 | 5027.64 |
| | | | | | | | | | | |
| Horticultural Specialist | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Housing/Comm. Dev. Coordinator II | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| Housing/Comm. Development Specialist | 4926.30 | 5053.96 | 5308.73 | 5564.71 | 5694.16 | 5755.92 | 5837.23 | 5916.97 | 5995.33 | 6194.41 |
| HR Records Technician | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| HVAC Technician | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| | | | | | | | | | | |
| Inspector/Construction | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| Inspector/Stormwater | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| Inspector/Streets | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| Inspector /Wastewater | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| | | | | | | | | | | |
| Lab Analyst | 4849.52 | 4974.47 | 5225.91 | 5478.86 | 5602.33 | 5665.58 | 5745.34 | 5822.17 | 5900.46 | 6095.11 |
| Lab Analyst II | 5143.10 | 5277.10 | 5543.62 | 5814.64 | 5948.62 | 6016.35 | 6097.70 | 6183.52 | 6267.85 | 6472.40 |
| Lab Analyst III | 5713.75 | 5866.09 | 6168.47 | 6471.10 | 6620.43 | 6698.44 | 6791.82 | 6886.64 | 6979.98 | 7204.06 |
| Lab Pretreatment Specialist | 4849.52 | 4974.47 | 5225.91 | 5478.86 | 5602.33 | 5665.58 | 5745.34 | 5822.17 | 5900.46 | 6095.11 |
| Land Use Technician | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.36 | 5370.63 | 5442.00 | 5843.04 |
| Land Use Technician II | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.61 | 5215.36 | 5370.63 | 5544.81 | 5843.04 | 5994.96 |
| Law Department Technician | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| Lead Code Enforcement Officer | 4348.11 | 4460.06 | 4680.90 | 4905.22 | 5015.31 | 5069.74 | 5141.59 | 5208.14 | 5280.11 | 5453.83 |
| Lead Court Technician | 4269.51 | 4374.23 | 4588.82 | 4801.68 | 4909.77 | 5139.58 | 5208.01 | 5370.63 | 5442.00 | 5843.04 |
| Legal Support Assistant | 4269.51 | 4374.23 | 4588.82 | 4801.68 | 4909.77 | 5139.58 | 5208.01 | 5370.63 | 5442.00 | 5843.04 |
| Licensing Coordinator | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.36 | 5370.63 | 5442.00 | 5843.04 |
| | | | | | | | | | | |
| Marketing and Recruitment Specialist | 5012.27 | 5198.74 | 5385.16 | 5571.57 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| Marketing and Social Media Specialist | 5012.27 | 5198.74 | 5385.16 | 5571.57 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| Mason | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Media Systems Administrator | 5012.27 | 5198.74 | 5385.16 | 5571.57 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| Media Systems Specialist | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Municipal Records Tech/Coordinator | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| | | | | | | | | | | |
| Network Communications Specialist I | 3983.74 | 4084.62 | 4283.39 | 4485.12 | 4586.01 | 4653.86 | 4717.42 | 4780.99 | 4843.00 | 5004.32 |
| Network Communications Specialist II | 4581.25 | 4763.56 | 4945.88 | 5128.19 | 5310.53 | 5492.79 | 5675.10 | 5857.46 | 6039.75 | 6258.64 |
| | | | | | | | | | | |
| Office Assistant | 3207.21 | 3282.43 | 3437.42 | 3593.99 | 3669.19 | 3709.12 | 3758.23 | 3804.29 | 3853.39 | 3985.71 |
| | | | | | | | | | | |
| Painter | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Parks Area Crew Leader | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Park Caretaker I | 3599.82 | 3688.65 | 3867.85 | 4042.48 | 4131.32 | 4176.47 | 4230.71 | 4287.89 | 4342.09 | 4489.74 |
| Park Caretaker II | 3794.05 | 3887.40 | 4077.09 | 4266.82 | 4405.30 | 4450.92 | 4510.23 | 4571.06 | 4631.87 | 5144.84 |
| Park Caretaker II - Irrigation | 3983.74 | 4084.62 | 4283.75 | 4485.12 | 4631.87 | 4700.40 | 4764.60 | 4828.78 | 4891.43 | 5429.69 |
| Park Caretaker II - Playground | 3983.74 | 4084.62 | 4283.75 | 4485.12 | 4631.87 | 4700.40 | 4764.60 | 4828.78 | 4891.43 | 5429.69 |
| Park Ranger | 3944.59 | 4045.50 | 4241.21 | 4441.46 | 4540.83 | 4590.52 | 4652.25 | 4713.98 | 4775.71 | 4934.26 |
| Parking Enforcer | 3489.91 | 3575.71 | 3745.85 | 3919.02 | 4001.83 | 4051.50 | 4099.70 | 4152.40 | 4205.12 | 4350.75 |
| Parks & Rec Technician | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| Parks Maintenance Mechanic | 4335.98 | 4445.01 | 4666.15 | 4887.33 | 5047.86 | 5103.70 | 5170.41 | 5243.28 | 5311.56 | 5895.29 |
| Parks Senior Mechanic/Welder | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 6397.93 |
| Parts Clerk | 3489.91 | 3575.71 | 3745.85 | 3919.02 | 4001.83 | 4051.50 | 4099.70 | 4161.14 | 4256.96 | 4389.41 |
| Payroll Coordinator | 4947.78 | 5075.62 | 5328.13 | 5583.86 | 5710.13 | 5774.87 | 5854.19 | 5933.48 | 6012.81 | 6470.69 |
| PC Network Technician | 4172.52 | 4303.07 | 4433.59 | 4564.14 | 4694.67 | 4825.22 | 4955.74 | 5086.31 | 5216.86 | 5383.98 |
| PD Investigations Technician | 3499.70 | 3571.89 | 3753.00 | 3968.18 | 4049.77 | 4101.68 | 4177.51 | 4248.94 | 4331.78 | 4479.18 |
| PD Records Technician | 3499.70 | 3571.89 | 3753.00 | 3968.18 | 4049.77 | 4101.68 | 4177.51 | 4248.94 | 4331.78 | 4479.18 |
| Permit Compliance Specialist - SW | 5713.75 | 5866.09 | 6168.47 | 6471.10 | 6620.43 | 6698.44 | 6791.82 | 6886.65 | 6979.99 | 7204.07 |
| Permit Compliance Specialist - WW | 5713.75 | 5866.09 | 6168.47 | 6471.10 | 6620.43 | 6698.44 | 6791.82 | 6886.65 | 6979.99 | 7204.07 |
| Planner | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| Plumber | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Police Payroll Technician | 4269.51 | 4374.23 | 4588.82 | 4801.68 | 4909.77 | 5139.58 | 5208.01 | 5370.63 | 5442.00 | 5843.04 |
| Police Services Technician | 3451.27 | 3520.32 | 3696.82 | 3907.12 | 3973.12 | 4016.08 | 4068.27 | 4122.01 | 4174.20 | 4318.90 |
| Pretreatment Compliance Technician | 5143.10 | 5277.10 | 5543.62 | 5814.64 | 5948.62 | 6016.35 | 6097.70 | 6183.52 | 6267.85 | 6472.40 |
| Probation Officer | 5517.46 | 5660.78 | 5957.57 | 6232.47 | 6377.47 | 6446.63 | 6537.70 | 6627.01 | 6714.76 | 6937.74 |
| Program Coordinator - Aquatics | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - El Centro Del Quinto Sol | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |

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|---|---|---|---|---|---|---|---|---|---|---|
| Program Coordinator - Forestry | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Horticulture | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Housing | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Ice Arena | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Marketing | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Park Ranger | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Program Coordinator - Sports | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5895.29 |
| Property/Evidence Technician | 3499.70 | 3571.89 | 3753.00 | 3968.18 | 4049.77 | 4101.68 | 4177.51 | 4248.94 | 4331.78 | 4479.18 |
| Purchasing/Contract Coordinator | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| Purchasing Specialist | 4009.38 | 4108.28 | 4304.36 | 4503.97 | 4599.42 | 4901.94 | 5015.49 | 5148.30 | 5281.09 | 5643.26 |
| Public Works Asset Coordinator | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| Public Works Projects Coordinator | 6211.57 | 6374.98 | 6703.59 | 7032.47 | 7194.75 | 7279.54 | 7381.01 | 7484.06 | 7585.51 | 7829.01 |
| | | | | | | | | | | |
| Real Time Crime Center Technician | 4498.18 | 4615.42 | 4848.48 | 5078.70 | 5195.97 | 5254.59 | 5327.50 | 5400.44 | 5471.93 | 5652.01 |
| | | | | | | | | | | |
| Social Media Specialist | 5012.27 | 5198.74 | 5385.16 | 5571.57 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| Solid Waste Coordinator | 4736.59 | 4860.00 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.86 | 5686.66 | 5761.95 | 5951.56 |
| Sr. Airport Ops/Main. Specialist | 4849.52 | 4980.01 | 5114.40 | 5252.82 | 5395.40 | 5542.26 | 5693.52 | 5849.32 | 6009.79 | 6211.68 |
| Sr. Facilities Maintenance Technician | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Sr. Office Assistant | 4009.38 | 4108.28 | 4304.36 | 4503.97 | 4599.42 | 4901.94 | 5015.49 | 5148.30 | 5281.09 | 5643.26 |
| Sr. PC Network Technician | 4926.30 | 5054.26 | 5308.72 | 5564.70 | 5694.17 | 5755.92 | 5837.23 | 5916.98 | 5995.32 | 6194.41 |
| Sr. Planner | 5713.75 | 5866.09 | 6168.47 | 6471.10 | 6620.43 | 6698.44 | 6791.82 | 6886.64 | 6979.98 | 7204.06 |
| Sr. Traffic Signal Technician | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Sr. WWTP Maintenance Mechanic | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 6397.93 |
| Stormwater Crew Leader | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6525.89 |
| Streets Maintenance Mechanic | 4335.98 | 4445.01 | 4666.15 | 4887.33 | 5047.86 | 5103.70 | 5170.41 | 5243.28 | 5311.56 | 5895.29 |
| Survey Party Chief | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| Survey Party Chief LS | 5289.17 | 5415.63 | 5674.61 | 5935.07 | 6063.08 | 6127.80 | 6210.58 | 6290.40 | 6374.76 | 6573.21 |
| Surveyor | 4018.39 | 4119.26 | 4321.01 | 4522.79 | 4623.64 | 4674.82 | 4736.59 | 4802.86 | 4864.57 | 5027.64 |
| Sweeper Operator | 4146.37 | 4251.77 | 4459.55 | 4670.32 | 4821.95 | 4875.18 | 4943.63 | 5007.50 | 5072.89 | 5633.73 |
| Systems Administrator | 5012.27 | 5198.74 | 5385.16 | 5571.57 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| | | | | | | | | | | |
| Tax Auditor | 6180.50 | 6332.59 | 6633.72 | 6937.85 | 7086.90 | 7165.22 | 7258.55 | 7353.40 | 7446.75 | 7677.60 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Tax Compliance Technician | 4516.72 | 4651.56 | 4804.95 | 4948.12 | 5090.94 | 5327.69 | 5466.33 | 5699.85 | 5836.55 | 6219.33 |
| Traffic Control Utility Worker II | 3794.05 | 3887.40 | 4077.09 | 4266.82 | 4361.68 | 4406.85 | 4465.58 | 4525.80 | 4586.01 | 4741.78 |
| Traffic Control Utility Worker III | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5534.55 |
| Traffic Engineering Analyst | 4939.08 | 5067.07 | 5321.53 | 5577.46 | 5706.95 | 5765.69 | 5849.99 | 5931.30 | 6008.11 | 6208.49 |
| Traffic Signal Technician | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5534.55 |
| Traffic Signs/Markings Specialist | 4409.85 | 4525.80 | 4751.64 | 4974.47 | 5088.90 | 5144.60 | 5215.37 | 5286.14 | 5355.42 | 5534.55 |
| Transportation Planning Technician | 3931.04 | 4030.42 | 4224.65 | 4424.91 | 4521.28 | 4570.97 | 4631.20 | 4694.43 | 4757.64 | 5037.06 |
| Trash Removal Coordinator | 4849.52 | 4974.47 | 5225.91 | 5478.86 | 5602.33 | 5665.58 | 5745.34 | 5822.17 | 5900.46 | 6095.11 |
| | | | | | | | | | | |
| Utility Locate Technician | 3794.05 | 3887.40 | 4077.09 | 4266.82 | 4405.30 | 4450.92 | 4510.23 | 4571.06 | 4631.87 | 5144.84 |
| Utility Worker | 3483.88 | 3541.10 | 3599.82 | 3688.65 | 3867.85 | 4042.48 | 4131.32 | 4176.47 | 4230.71 | 4378.24 |
| | | | | | | | | | | |
| Water Reclamation Worker | 3483.88 | 3541.10 | 3599.82 | 3688.65 | 3867.85 | 4042.48 | 4131.32 | 4176.47 | 4230.71 | 4378.24 |
| Water Reclamation Worker I | 3794.05 | 3887.40 | 4077.09 | 4266.82 | 4361.68 | 4406.85 | 4465.58 | 4525.80 | 4586.01 | 4741.78 |
| Water Reclamation Worker II | 3931.04 | 4030.42 | 4224.65 | 4424.91 | 4521.28 | 4570.97 | 4631.20 | 4694.43 | 4757.64 | 4915.93 |
| WW Compliance Officer | 3944.59 | 4045.50 | 4241.21 | 4441.46 | 4540.83 | 4590.52 | 4652.25 | 4713.98 | 4775.71 | 4934.26 |
| WW Data Technician | 4602.59 | 4721.51 | 4956.40 | 5194.29 | 5311.75 | 5371.98 | 5445.76 | 5519.52 | 5593.31 | 5777.40 |
| WW Data Technician II | 4988.03 | 5114.50 | 5373.49 | 5633.96 | 5761.95 | 5910.71 | 5994.86 | 6075.93 | 6161.63 | 6358.25 |
| WW Instrument/Control Specialist | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| WW Inventory/Control Specialist | 4736.59 | 4860.03 | 5105.45 | 5347.87 | 5471.35 | 5533.08 | 5609.85 | 5686.66 | 5761.95 | 5951.56 |
| WW Maintenance Coordinator | 5012.27 | 5198.74 | 5385.16 | 5510.58 | 5758.02 | 5944.45 | 6130.90 | 6317.34 | 6503.76 | 6726.81 |
| WW Operator A | 5607.94 | 5754.33 | 5827.53 | 6047.12 | 6193.52 | 6339.91 | 6486.30 | 6632.70 | 6779.09 | 6959.83 |
| WW Operator B | 4278.61 | 4390.30 | 4610.27 | 4831.52 | 4941.43 | 4997.10 | 5065.62 | 5135.68 | 5205.37 | 5380.13 |
| WW SCADA Coordinator | 5713.75 | 5866.09 | 6168.47 | 6471.10 | 6620.43 | 6698.44 | 6791.82 | 6886.64 | 6979.98 | 7204.06 |
| WW Utility Worker | 3483.88 | 3541.10 | 3599.82 | 3688.65 | 3867.85 | 4042.48 | 4131.32 | 4176.47 | 4230.71 | 4378.24 |
| WW Utility Worker I | 3779.81 | 3873.09 | 4061.23 | 4244.61 | 4337.89 | 4385.29 | 4442.24 | 4502.29 | 4559.20 | 4714.23 |
| WW Utility Worker II | 4021.70 | 4120.65 | 4321.72 | 4565.01 | 4623.38 | 4671.26 | 4733.51 | 4797.35 | 4861.17 | 5453.47 |
| WW Utility Worker III | 4560.67 | 4675.06 | 4907.03 | 5139.05 | 5255.01 | 5313.04 | 5382.34 | 5458.00 | 5528.91 | 5712.73 |
| WW Utility Worker IV | 4924.77 | 5052.02 | 5303.34 | 5557.89 | 5683.57 | 5748.02 | 5826.96 | 5905.88 | 5984.84 | 6181.82 |
| WWTP Maintenance Mechanic | 4262.31 | 4369.21 | 4586.01 | 4802.86 | 4911.22 | 4965.45 | 5030.22 | 5100.94 | 5167.21 | 5339.00 |
| | | | | | | | | | | |

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – FIRE (NON-EXEMPT)
# 2025

| *CLASS TITLE* | | | | | | |
|---|---|---|---|---|---|---|
| **(A) FIRE** | | | | | | |
| Assistant Fire Chief * | 11616.56 | | | | | |
| | | | | | | |
| Emergency Medical Officer * | 8518.81 | | | | | |
| | | | | | | |
| Fire Captain *[1] | 10067.69 | | | | | |
| Fire Lieutenant | 9293.25 | | | | | |
| Fire Engineer*[2] | 8286.48 | | | | | |
| Fire Inspector | 8673.70 | | | | | |
| ***CLASS TITLE*** | ***Entrance*** | ***Step 2*** | ***Step 3*** | ***Step 4*** | ***Step 5*** | ***Step 6*** |
| Firefighter *3 | 5715.40 | 6188.29 | 6248.20 | 6431.63 | 6555.11 | 7744.38 |
| | | | | | | |

* Denotes a 56-Hour Work Week.

[1] Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Firefighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Firefighter plus an additional $550.

[2] Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City's usual and customary payroll practices. Fire Engineers hired on or after January 1, 2018 who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.

[3] Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – POLICE (NON-EXEMPT)
# 2025

| *CLASS TITLE* | *Entrance* | *Step 2* | *Step 3* | *Step 4* | *Step 5* | *Step 6* | *Step 7* | *Step 8* |
|---|---|---|---|---|---|---|---|---|
| **(A) POLICE** | | | | | | | | |
| Police Corporal | 7889.09 | 7889.09 | 7889.09 | 8004.72 | 8004.72 | 8122.14 | | |
| Police Patrol Officer | 6372.87 | 6915.79 | 7130.07 | 7240.81 | 7347.98 | 7458.76 | 7564.07 | 7774.06 |
| Police Sergeant | 9310.98 | 9402.19 | 9491.35 | 9584.41 | 9720.16 | | | |

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – CLASS B (EXEMPT)
# 2025

| *CLASS TITLE* | *BASE SALARY* | *MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)* | | | | | |
|---|---|---|---|---|---|---|---|
| **(B) ADMINISTRATIVE** | | | | | | | |
| Accountant II | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| Accounting Manager | 8825.16 | 9089.88 | 9362.60 | 9643.40 | 9932.73 | 10230.66 | 10537.69 |
| Administrative Assistant | 5643.39 | 5835.22 | 6061.58 | 6268.91 | 6476.26 | 6690.55 | 6909.97 |
| Airport Ops/Maintenance Supervisor | 6395.31 | 6587.15 | 6784.77 | 6988.31 | 7197.96 | 7413.89 | 7636.31 |
| Assistant Accounting Manager | 7765.56 | 8028.18 | 8334.02 | 8617.43 | 8899.09 | 9189.35 | 9489.99 |
| Assistant Director/Human Resources | 8270.32 | 8550.01 | 8875.72 | 9177.55 | 9477.53 | 9786.65 | 10106.83 |
| Assistant Director/Info Technology | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| Assistant Director/Parks & Recreation | 9575.21 | 9812.36 | 10055.48 | 10381.18 | 10792.89 | 11221.09 | 11682.62 |
| Assistant WWTP Superintendent | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| | | | | | | | |
| Budget Analyst | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| | | | | | | | |
| CDBG/HOME & Housing Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Civil Engineer Drainage | 7311.10 | 7535.54 | 7938.29 | 8341.04 | 8743.79 | 9146.55 | 9550.28 |
| Civil Engineer Public Works | 7311.10 | 7535.54 | 7938.29 | 8341.04 | 8743.79 | 9146.55 | 9550.28 |
| Civil Engineer Transportation | 7311.10 | 7535.54 | 7938.29 | 8341.04 | 8743.79 | 9146.55 | 9550.28 |
| Civil Engineer Wastewater | 7311.10 | 7535.54 | 7938.29 | 8341.04 | 8743.79 | 9146.55 | 9550.28 |
| Civil Service Administrator | 8270.32 | 8550.01 | 8875.72 | 9177.55 | 9477.53 | 10096.27 | 10298.20 |
| Code Enforcement Manager | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| Community Initiative to Reduce Violence (CIRV) Program Manager | 4835.66 | 4993.81 | 5152.31 | 5310.61 | 5484.57 | 5658.93 | 5833.11 |
| Community Services Supervisor | 6531.83 | 6751.26 | 7010.45 | 7245.46 | 7482.19 | 7725.81 | 7978.07 |
| Construction Manager | 5769.78 | 5965.08 | 6191.45 | 6400.51 | 6609.59 | 6823.83 | 7046.74 |
| Court Administrator | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Crime Analyst | 5158.36 | 5361.58 | 5564.73 | 5767.95 | 5971.19 | 6174.38 | 6377.55 |
| | | | | | | | |
| Deputy City Clerk | 5731.78 | 5923.58 | 6149.96 | 6357.28 | 6564.64 | 6778.93 | 6998.36 |
| Deputy Director Public Works | 10332.31 | 10673.28 | 11036.17 | 11411.40 | 12171.25 | 12710.41 | 13314.59 |
| Deputy Fire Chief | 10438.25 | 10793.70 | 11213.62 | 11594.78 | 11977.86 | 12691.08 | 13038.25 |
| Dispatch Manager | 6527.41 | 6954.40 | 7381.41 | 7808.41 | 8235.39 | 8662.40 | 9089.35 |
| | | | | | | | |
| Engineering Manager | 9722.93 | 10246.38 | 10769.84 | 11293.29 | 11816.75 | 12340.20 | 12864.33 |
| Executive Assistant | 5709.27 | 5903.34 | 6132.34 | 6342.09 | 6551.86 | 6768.65 | 7106.92 |
| | | | | | | | |
| Facilities Maintenance Superintendent | 8133.31 | 8409.85 | 8738.09 | 9035.33 | 9334.27 | 9641.83 | 9959.77 |
| Fleet Superintendent | 8133.31 | 8409.85 | 8738.09 | 9035.33 | 9334.27 | 9641.83 | 9959.77 |
| | | | | | | | |
| Grant & Resource Dev. Administrator | 7311.10 | 7556.45 | 7845.00 | 8109.43 | 8373.78 | 8646.79 | 8930.19 |
| Grants Analyst | 6970.42 | 7120.17 | 7198.86 | 7292.62 | 7387.92 | 7481.71 | 7713.65 |
| Grant Coordinator/Financial Empowerment | 5008.74 | 5178.99 | 5379.89 | 5563.91 | 5747.94 | 5938.13 | 6132.88 |
| | | | | | | | |
| HR Analyst I | 5001.47 | 5269.90 | 5566.90 | 5872.51 | 6195.62 | 6536.24 | 6895.69 |
| HR Analyst II | 5776.70 | 6086.74 | 6429.76 | 6782.75 | 7155.95 | 7549.35 | 7964.53 |
| | | | | | | | |
| Landscape Architect | 6395.31 | 6611.30 | 6861.85 | 7095.11 | 7326.67 | 7563.38 | 7812.23 |
| Legal Assistant | 4971.06 | 5133.64 | 5296.57 | 5459.30 | 5638.14 | 5817.38 | 5996.44 |
| | | | | | | | |
| MPO Manager | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| MS4 Permit Coordinator | 6395.31 | 6611.30 | 6861.85 | 7095.11 | 7326.67 | 7563.38 | 7812.23 |
| | | | | | | | |
| Non-Profit Compliance Coordinator | 5776.70 | 6086.74 | 6429.76 | 6782.75 | 7155.95 | 7549.35 | 7964.53 |
| | | | | | | | |
| Outdoor Recreation Administrator | 5731.78 | 5923.58 | 6149.96 | 6357.28 | 6564.64 | 6778.93 | 6998.36 |
| | | | | | | | |
| Paralegal | 4971.06 | 5133.64 | 5296.57 | 5459.30 | 5638.14 | 5817.38 | 5996.44 |
| Parks Manager | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| Parks Supervisor | 6395.31 | 6587.15 | 6784.77 | 6988.31 | 7197.96 | 7413.89 | 7636.31 |
| PD Community Engagement Manager | 6051.45 | 6267.57 | 6483.70 | 6699.83 | 6915.95 | 7132.08 | 7348.23 |
| Police Captain | 9528.11 | 9854.95 | 10236.21 | 10586.40 | 10936.54 | 11294.51 | 11669.97 |
| Police Deputy Chief | 11072.01 | 11449.10 | 11894.48 | 12298.83 | 12705.13 | 13125.07 | 13558.76 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Police Records Manager | 5769.78 | 5965.08 | 6191.45 | 6400.51 | 6609.60 | 6823.82 | 7046.75 |
| Pretreatment Manager | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Principal Planner | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Purchasing Contracts Administrator | 5769.78 | 5965.08 | 6191.45 | 6401.08 | 6609.60 | 6823.82 | 7188.86 |
| | | | | | | | |
| Recreation Supervisor | 6395.31 | 6587.15 | 6784.77 | 6988.31 | 7197.96 | 7413.89 | 7636.31 |
| Regulatory Compliance Specialist | 8221.70 | 8498.22 | 8826.47 | 9123.70 | 9422.63 | 9730.20 | 10048.16 |
| | | | | | | | |
| SCADA Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Shops Supervisor | 6531.83 | 6751.26 | 7010.45 | 7245.46 | 7482.19 | 7725.81 | 7978.07 |
| Sr. Business Systems Analyst | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. GIS Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. HR Analyst | 6816.51 | 7182.35 | 7587.12 | 8003.65 | 8444.01 | 8908.24 | 9398.14 |
| Sr. Integration Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. Media Systems Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. Network Communications Specialist | 5849.50 | 6233.53 | 6617.56 | 7001.59 | 7385.64 | 7769.68 | 8153.70 |
| Sr. Network Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. Security Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. System Administrator | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| Sr. Tax Auditor | 7765.56 | 8028.18 | 8334.02 | 8617.43 | 8899.09 | 9189.35 | 9489.99 |
| Stormwater Coordinator | 8221.70 | 8498.22 | 8826.47 | 9123.70 | 9422.63 | 9730.20 | 10048.16 |
| Stormwater Engineering Manager | 9722.93 | 10246.38 | 10769.84 | 11293.29 | 11816.75 | 12340.20 | 12864.33 |
| Stormwater Utility Maint. Supervisor | 6395.31 | 6611.30 | 6861.85 | 7095.11 | 7326.67 | 7563.38 | 7812.23 |
| Streets Maintenance Supervisor | 6395.31 | 6611.30 | 6861.85 | 7095.11 | 7326.67 | 7563.38 | 7812.23 |
| | | | | | | | |
| Tax Auditor II | 7311.10 | 7556.45 | 7845.01 | 8109.43 | 8373.78 | 8646.79 | 8930.20 |
| Tax Audit Manager | 8825.16 | 9089.88 | 9362.60 | 9643.41 | 9932.74 | 10230.66 | 10537.69 |
| Traffic Control Supervisor | 6395.31 | 6611.30 | 6861.85 | 7095.11 | 7326.67 | 7563.38 | 7812.23 |
| Traffic Engineer | 8894.43 | 9198.65 | 9502.87 | 9807.08 | 10111.30 | 10415.52 | 10719.74 |
| | | | | | | | |
| WW Collections Supervisor | 6395.31 | 6611.30 | 6861.85 | 7095.11 | 7326.67 | 7563.38 | 7812.23 |
| WW Engineering Manager | 9722.93 | 10246.38 | 10769.84 | 11293.29 | 11816.75 | 12340.20 | 12864.33 |
| WWTP Lab Supervisor | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| WW Maintenance Supervisor | 7765.56 | 8028.18 | 8334.02 | 8617.42 | 8899.09 | 9189.35 | 9489.99 |
| WWTP Superintendent | 9051.14 | 9356.94 | 9716.39 | 10044.69 | 10373.01 | 10711.70 | 11064.19 |

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – APPOINTED
**2025**

| *CLASS TITLE* | *MONTHLY BASE SALARY* | *MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)* |
|---|---|---|
| **(C) APPOINTED** | | |
| Assistant City Attorney I | 6407.24 | 8009.06 |
| Assistant City Attorney II | 8009.06 | 8987.41 |
| Assistant City Attorney III | 8987.50 | 10999.01 |
| Assistant Mayor/Comm Investment | 8622.37 | 11104.60 |
| | | |
| City Attorney | 14104.45 | 17237.18 |
| City Clerk | 9418.78 | 11513.98 |
| Chief of Staff | 8412.07 | 12193.75 |
| | | |
| Deputy City Attorney | 12099.94 | 14105.10 |
| Deputy Mayor | No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued. | |
| Director/Aviation | 9418.78 | 11513.98 |
| Director/Finance | 11028.99 | 13479.46 |
| Director/Human Resources | 10718.43 | 13101.50 |
| Director/Information Technology | 10718.43 | 13101.50 |
| Director/Just Transitions Program | 6959.20 | 8450.46 |
| Director/Parks & Recreation | 10983.63 | 13424.25 |
| Director/Planning & Community Development | 10718.43 | 13101.50 |
| Director/Public Affairs | 6959.20 | 8450.46 |
| Director/Public Works | 12389.74 | 15142.60 |
| Director/Purchasing | 9418.78 | 11669.96 |
| Director/Stormwater | 9901.71 | 12103.18 |

| | | |
|---|---|---|
| Director/Wastewater | 11091.32 | 13555.88 |
| | | |
| Fire Chief | 12563.62 | 15354.52 |
| | | |
| Mayor | 12500.00 | 12500.00 |
| Municipal Court Judge | 10401.61 | 13562.23 |
| | | |
| Police Chief | 13257.50 | 16368.63 |
| | | |
| Secretary to the Mayor | 4971.06 | 6581.05 |
| Sr. Assistant City Attorney | 10999.11 | 12099.83 |
| | | |

**END OF 2025**

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – GENERAL SERVICE (NON-EXEMPT)
# 2026

| *CLASS TITLE* | *Entrance* | *Step 2* | *Step 3* | *Step 4* | *Step 5* | *Step 6* | *Step 7* | *Step 8* | *Step 9* | *Step 10* |
|---|---|---|---|---|---|---|---|---|---|---|
| **(A) GENERAL SERVICE** | | | | | | | | | | |
| Abandoned Vehicle Coord. | 4215.42 | 4323.96 | 4538.05 | 4755.53 | 4862.26 | 4914.68 | 4984.68 | 5049.20 | 5118.98 | 5287.40 |
| Abatement Worker | 3597.11 | 3656.18 | 3716.82 | 3808.53 | 3993.55 | 4173.86 | 4265.59 | 4312.21 | 4368.21 | 4520.53 |
| Accountant I | 6381.37 | 6538.40 | 6849.32 | 7163.33 | 7317.22 | 7398.09 | 7494.45 | 7592.38 | 7688.77 | 7927.12 |
| Accounting Technician II | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459.26 |
| Accounting Technician III | 4139.68 | 4241.79 | 4444.25 | 4650.35 | 4748.90 | 5061.26 | 5178.49 | 5315.62 | 5452.72 | 5826.67 |
| Accounting Technician IV | 4408.27 | 4516.39 | 4737.95 | 4957.73 | 5069.34 | 5306.62 | 5377.27 | 5545.18 | 5618.87 | 6032.94 |
| Administrative Technician | 4408.27 | 4516.39 | 4737.95 | 4957.73 | 5069.34 | 5306.62 | 5377.27 | 5545.18 | 5618.87 | 6032.94 |
| Airport Ops/Maintenance Specialist | 4400.83 | 4517.36 | 4637.40 | 4761.01 | 4888.36 | 5019.51 | 5154.60 | 5293.75 | 5437.07 | 5622.48 |
| Airport Ops/Maintenance Worker | 3716.82 | 3812.82 | 3907.30 | 4097.86 | 4283.59 | 4378.06 | 4426.07 | 4483.76 | 4544.57 | 4640.00 |
| Area Crew Leader | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6737.98 |
| Associate Engineer I | 5099.60 | 5231.75 | 5494.48 | 5758.73 | 5892.43 | 5953.08 | 6040.11 | 6124.07 | 6203.37 | 6410.26 |
| Associate Engineer II | 5310.25 | 5448.61 | 5723.79 | 6003.61 | 6141.95 | 6211.89 | 6295.88 | 6384.49 | 6471.55 | 6682.75 |
| Associate Engineer II - SW | 5310.25 | 5448.61 | 5723.79 | 6003.61 | 6141.95 | 6211.89 | 6295.88 | 6384.49 | 6471.55 | 6682.75 |
| Associate Engineer II - WW | 5310.25 | 5448.61 | 5723.79 | 6003.61 | 6141.95 | 6211.89 | 6295.88 | 6384.49 | 6471.55 | 6682.75 |
| Associate Field Engineer | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6564.89 |
| Aviation Operations Technician | 3940.67 | 4037.03 | 4234.49 | 4430.37 | 4529.87 | 4656.88 | 4718.72 | 4780.55 | 4843.91 | 5200.77 |
| Aviation Security/Contracts Coordinator | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 5714.42 |
| | | | | | | | | | | |
| Building Custodian | 2877.14 | 2971.73 | 3066.34 | 3160.97 | 3255.58 | 3350.20 | 3444.81 | 3539.39 | 3634.00 | 3779.00 |
| Business Systems Analyst | 5175.17 | 5367.70 | 5560.18 | 5752.65 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945.43 |
| | | | | | | | | | | |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Carpenter | 4890.527 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144.99 |
| Civil Service Analyst | 4752.17 | 4874.96 | 5117.48 | 5363.10 | 5484.38 | 5546.57 | 5622.75 | 5698.90 | 5775.09 | 5965.17 |
| Civil Service Technician | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459.26 |
| Code Enforcement Officer | 4072.79 | 4176.98 | 4379.05 | 4585.80 | 4688.41 | 4739.72 | 4803.45 | 4867.19 | 4930.92 | 5094.62 |
| Community Development Specialist | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395.73 |
| Community Risk Reduction Coordinator | 4215.42 | 4323.96 | 4538.05 | 4755.53 | 4862.26 | 4914.68 | 4984.68 | 5049.20 | 5118.98 | 5287.40 |
| Community Service Coordinator | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.81 | 6189.69 | 6273.40 | 6361.88 | 6737.98 |
| Community Service Officer | 4489.42 | 4605.01 | 4833.03 | 5064.64 | 5178.31 | 5234.13 | 5308.69 | 5377.40 | 5451.72 | 5631.08 |
| Community Outreach Specialist | 4072.79 | 4176.98 | 4379.05 | 4585.80 | 4688.41 | 4739.72 | 4803.45 | 4867.19 | 4930.92 | 5094.62 |
| Community Service Specialist | 3663.44 | 3753.80 | 3932.97 | 4115.36 | 4202.57 | 4325.86 | 4426.06 | 4543.27 | 4660.45 | 4815.43 |
| Court Marshal | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.81 | 6189.69 | 6273.40 | 6361.88 | 6737.98 |
| Court Technician | 3613.44 | 3687.97 | 3874.97 | 4097.14 | 4181.38 | 4234.98 | 4313.28 | 4387.03 | 4472.57 | 4624.75 |
| Court Technician II | 3794.11 | 3872.37 | 4068.72 | 4302.00 | 4390.45 | 4446.73 | 4528.94 | 4606.38 | 4696.19 | 4855.99 |
| | | | | | | | | | | |
| Dispatch Training Coordinator | 4742.45 | 4895.28 | 5048.11 | 5200.99 | 5353.84 | 5667.07 | 5824.39 | 5981.70 | 6138.98 | 6455.90 |
| | | | | | | | | | | |
| Electrician | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144.99 |
| Emergency Services Dispatch Supervisor | 5880.60 | 6066.67 | 6252.72 | 6438.76 | 6624.81 | 6996.62 | 7187.76 | 7378.86 | 7570.00 | 7907.42 |
| Emergency Services Dispatcher | 4353.23 | 4506.07 | 4658.90 | 4811.77 | 4964.63 | 5266.51 | 5423.84 | 5581.15 | 5738.43 | 6047.79 |
| Equipment Operator I | 3716.82 | 3808.53 | 3993.55 | 4173.86 | 4265.59 | 4312.21 | 4368.21 | 4427.25 | 4483.21 | 4635.66 |
| Equipment Operator II | 3917.36 | 4013.74 | 4209.60 | 4405.49 | 4548.47 | 4595.57 | 4656.81 | 4719.62 | 4782.41 | 5312.04 |
| Equipment Operator IV | 4476.90 | 4589.47 | 4817.80 | 5046.16 | 5237.71 | 5295.65 | 5364.87 | 5413.68 | 5484.19 | 6086.89 |
| | | | | | | | | | | |
| Fire Support Technician | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459.26 |
| Fleet Mechanic | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6737.98 |
| Fleet Service Writer | 3603.33 | 3691.92 | 3867.59 | 4046.39 | 4131.89 | 4183.17 | 4232.94 | 4296.37 | 4395.31 | 4532.07 |
| | | | | | | | | | | |
| Gardener | 4113.21 | 4217.37 | 4422.98 | 4630.89 | 4782.41 | 4853.16 | 4919.45 | 4985.71 | 5050.41 | 5606.15 |
| GIS Specialist I | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395.73 |
| GPS Technician | 4148.99 | 4253.13 | 4461.44 | 4669.78 | 4773.91 | 4826.75 | 4890.53 | 4958.95 | 5022.67 | 5191.04 |
| | | | | | | | | | | |
| Horticultural Specialist | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6737.98 |
| Housing/Comm. Dev. Coordinator II | 5099.60 | 5231.75 | 5494.48 | 5758.73 | 5892.43 | 5953.08 | 6040.11 | 6124.07 | 6203.37 | 6410.26 |
| Housing/Comm. Development Specialist | 5086.40 | 5218.21 | 5481.26 | 5745.56 | 5879.22 | 5942.98 | 6026.94 | 6109.27 | 6190.17 | 6395.73 |
| HR Records Technician | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459.26 |
| HVAC Technician | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144.99 |
| | | | | | | | | | | |
| Inspector/Construction | 5099.59 | 5231.75 | 5494.48 | 5758.73 | 5892.42 | 5953.07 | 6040.11 | 6124.06 | 6203.37 | 6410.26 |
| Inspector/Stormwater | 5099.60 | 5231.75 | 5494.48 | 5758.73 | 5892.43 | 5953.08 | 6040.11 | 6124.07 | 6203.37 | 6410.26 |
| Inspector/Streets | 5099.60 | 5231.75 | 5494.48 | 5758.73 | 5892.43 | 5953.08 | 6040.11 | 6124.07 | 6203.37 | 6410.26 |
| Inspector /Wastewater | 5099.60 | 5231.75 | 5494.48 | 5758.73 | 5892.43 | 5953.08 | 6040.11 | 6124.07 | 6203.37 | 6410.26 |
| | | | | | | | | | | |
| Lab Analyst | 5007.13 | 5136.14 | 5395.75 | 5656.92 | 5784.40 | 5849.71 | 5932.07 | 6011.40 | 6092.22 | 6293.21 |
| Lab Analyst II | 5310.25 | 5448.61 | 5723.79 | 6003.61 | 6141.95 | 6211.89 | 6295.88 | 6384.49 | 6471.55 | 6682.75 |
| Lab Analyst III | 5899.45 | 6056.74 | 6368.95 | 6681.42 | 6835.59 | 6916.14 | 7012.55 | 7110.46 | 7206.83 | 7438.20 |
| Lab Pretreatment Specialist | 5007.13 | 5136.14 | 5395.75 | 5656.92 | 5784.40 | 5849.71 | 5932.07 | 6011.40 | 6092.22 | 6293.21 |
| Land Use Technician | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.86 | 5545.18 | 5618.87 | 6032.94 |
| Land Use Technician II | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.81 | 5384.86 | 5545.18 | 5725.01 | 6032.94 | 6189.79 |
| Law Department Technician | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459.26 |
| Lead Code Enforcement Officer | 4489.42 | 4605.01 | 4833.03 | 5064.64 | 5178.31 | 5234.51 | 5308.69 | 5377.40 | 5451.72 | 5631.08 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Lead Court Technician | 4408.27 | 4516.39 | 4737.95 | 4957.73 | 5069.34 | 5306.62 | 5377.27 | 5545.18 | 5618.87 | 6032.94 |
| Legal Support Assistant | 4408.27 | 4516.39 | 4737.95 | 4957.73 | 5069.34 | 5306.62 | 5377.27 | 5545.18 | 5618.87 | 6032.94 |
| Licensing Coordinator | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.86 | 5545.18 | 5618.87 | 6032.94 |
| | | | | | | | | | | |
| Marketing and Recruitment Specialist | 5175.17 | 5367.70 | 5560.18 | 5752.65 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945.43 |
| Marketing and Social Media Specialist | 5175.17 | 5367.70 | 5560.18 | 5752.65 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945.43 |
| Mason | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144.99 |
| Media Systems Administrator | 5175.17 | 5367.70 | 5560.18 | 5752.65 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945.43 |
| Media Systems Specialist | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395.73 |
| Municipal Records Tech/Coordinator | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395.73 |
| | | | | | | | | | | |
| Network Communications Specialist I | 4113.21 | 4217.37 | 4422.60 | 4630.89 | 4735.05 | 4805.11 | 4870.74 | 4936.38 | 5000.40 | 5166.96 |
| Network Communications Specialist II | 4730.14 | 4918.38 | 5106.62 | 5294.86 | 5483.12 | 5671.30 | 5859.54 | 6047.82 | 6236.05 | 6462.04 |
| | | | | | | | | | | |
| Office Assistant | 3311.44 | 3389.11 | 3549.14 | 3710.80 | 3788.44 | 3829.67 | 3880.38 | 3927.93 | 3978.63 | 4115.24 |
| | | | | | | | | | | |
| Painter | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144.99 |
| Parks Area Crew Leader | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6737.98 |
| Park Caretaker I | 3716.82 | 3808.53 | 3993.55 | 4173.86 | 4265.59 | 4312.21 | 4368.21 | 4427.25 | 4483.21 | 4635.66 |
| Park Caretaker II | 3917.36 | 4013.74 | 4209.60 | 4405.49 | 4548.47 | 4595.57 | 4656.81 | 4719.62 | 4782.41 | 5312.04 |
| Park Caretaker II - Irrigation | 4113.21 | 4217.37 | 4422.98 | 4630.89 | 4782.41 | 4853.16 | 4919.45 | 4985.71 | 5050.41 | 5606.15 |
| Park Caretaker II - Playground | 4113.21 | 4217.37 | 4422.98 | 4630.89 | 4782.41 | 4853.16 | 4919.45 | 4985.71 | 5050.41 | 5606.15 |
| Park Ranger | 4072.79 | 4176.98 | 4379.05 | 4585.80 | 4688.41 | 4739.72 | 4803.45 | 4867.19 | 4930.92 | 5094.62 |
| Parking Enforcer | 3603.33 | 3691.92 | 3867.59 | 4046.39 | 4131.89 | 4183.17 | 4232.94 | 4287.35 | 4341.78 | 4492.15 |
| Parks & Rec Technician | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459.26 |
| Parks Maintenance Mechanic | 4476.90 | 4589.47 | 4817.80 | 5046.16 | 5211.91 | 5269.57 | 5338.44 | 5413.68 | 5484.19 | 6086.89 |
| Parks Senior Mechanic/Welder | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6605.86 |
| Parts Clerk | 3603.33 | 3691.92 | 3867.59 | 4046.39 | 4131.89 | 4183.17 | 4232.94 | 4296.37 | 4395.31 | 4532.07 |
| Payroll Coordinator | 5108.59 | 5240.58 | 5501.29 | 5765.34 | 5895.71 | 5962.56 | 6044.45 | 6126.32 | 6208.23 | 6680.99 |
| PC Network Technician | 4308.13 | 4442.92 | 4577.68 | 4712.47 | 4847.25 | 4982.04 | 5116.80 | 5251.62 | 5386.41 | 5558.96 |
| PD Investigations Technician | 3613.44 | 3687.97 | 3874.97 | 4097.14 | 4181.38 | 4234.98 | 4313.28 | 4387.03 | 4472.57 | 4624.75 |
| PD Records Technician | 3613.44 | 3687.97 | 3874.97 | 4097.14 | 4181.38 | 4234.98 | 4313.28 | 4387.03 | 4472.57 | 4624.75 |
| Permit Compliance Specialist - SW | 5899.44 | 6056.74 | 6368.94 | 6681.41 | 6835.59 | 6916.14 | 7012.55 | 7110.46 | 7206.84 | 7438.20 |
| Permit Compliance Specialist - WW | 5899.44 | 6056.74 | 6368.94 | 6681.41 | 6835.59 | 6916.14 | 7012.55 | 7110.46 | 7206.84 | 7438.20 |
| Planner | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395.73 |
| Plumber | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144.99 |
| Police Payroll Technician | 4408.27 | 4516.39 | 4737.95 | 4957.73 | 5069.34 | 5306.62 | 5377.27 | 5545.18 | 5618.87 | 6032.94 |
| Police Services Technician | 3563.44 | 3634.73 | 3816.97 | 4034.10 | 4102.24 | 4146.61 | 4200.49 | 4255.98 | 4309.86 | 4459.26 |
| Pretreatment Compliance Technician | 5310.25 | 5448.61 | 5723.79 | 6003.61 | 6141.95 | 6211.89 | 6295.88 | 6384.49 | 6471.55 | 6682.75 |
| Probation Officer | 5696.78 | 5844.75 | 6151.19 | 6435.02 | 6584.73 | 6656.15 | 6750.17 | 6842.39 | 6932.99 | 7163.21 |
| Program Coord. - Aquatics | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086.89 |
| Program Coord. - El Centro Del Quinto Sol | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086.89 |
| Program Coord. - Forestry | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086.89 |
| Program Coord, - Horticulture | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086.89 |
| Program Coord, - Housing | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086.89 |
| Program Coord. - Ice Arena | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086.89 |
| Program Coord. - Marketing | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086.89 |
| Program Coord. - Park Ranger | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086.89 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| Program Coord. - Sports | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 6086.89 |
| Property/Evidence Technician | 3613.44 | 3687.97 | 3874.97 | 4097.14 | 4181.38 | 4234.98 | 4313.28 | 4387.03 | 4472.57 | 4624.75 |
| Purchasing/Contract Coordinator | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395.73 |
| Purchasing Specialist | 4139.68 | 4241.79 | 4444.25 | 4650.35 | 4748.90 | 5061.26 | 5178.49 | 5315.62 | 5452.72 | 5826.67 |
| Public Works Asset Coordinator | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395.73 |
| Public Works Projects Coordinator | 6413.45 | 6582.16 | 6921.45 | 7261.02 | 7428.58 | 7516.13 | 7620.90 | 7727.29 | 7832.04 | 8083.45 |
| | | | | | | | | | | |
| Real Time Crime Center Technician | 4644.38 | 4765.42 | 5006.06 | 5243.76 | 5364.84 | 5425.36 | 5500.64 | 5575.95 | 5649.77 | 5835.70 |
| | | | | | | | | | | |
| Social Media Specialist | 5175.17 | 5367.70 | 5560.18 | 5752.65 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945.43 |
| Solid Waste Coordinator | 4890.53 | 5017.95 | 5271.37 | 5521.68 | 5649.17 | 5712.91 | 5792.18 | 5871.48 | 5949.21 | 6144.99 |
| Sr. Airport Ops/Main. Specialist | 5007.13 | 5141.86 | 5280.61 | 5423.54 | 5570.75 | 5722.38 | 5878.56 | 6039.42 | 6205.11 | 6413.56 |
| Sr. Facilities Maintenance Technician | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144.99 |
| Sr. Office Assistant | 4139.68 | 4241.79 | 4444.25 | 4650.35 | 4748.90 | 5061.26 | 5178.49 | 5315.62 | 5452.72 | 5826.67 |
| Sr. PC Network Technician | 5086.41 | 5218.53 | 5481.25 | 5745.56 | 5879.23 | 5942.99 | 6026.94 | 6109.28 | 6190.17 | 6395.73 |
| Sr. Planner | 5899.45 | 6056.74 | 6368.95 | 6681.42 | 6835.59 | 6916.14 | 7012.55 | 7110.46 | 7206.83 | 7438.20 |
| Sr. Traffic Signal Technician | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144.99 |
| Sr. WWTP Maintenance Mechanic | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6605.86 |
| Stormwater Crew Leader | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6737.98 |
| Streets Maintenance Mechanic | 4476.90 | 4589.47 | 4817.80 | 5046.16 | 5211.91 | 5269.57 | 5338.44 | 5413.68 | 5484.19 | 6086.89 |
| Survey Party Chief | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144.99 |
| Survey Party Chief LS | 5461.06 | 5591.63 | 5859.03 | 6127.96 | 6260.13 | 6326.95 | 6412.43 | 6494.84 | 6581.94 | 6786.84 |
| Surveyor | 4148.99 | 4253.13 | 4461.44 | 4669.78 | 4773.91 | 4826.75 | 4890.53 | 4958.95 | 5022.67 | 5191.04 |
| Sweeper Operator | 4281.13 | 4389.95 | 4604.48 | 4822.11 | 4978.67 | 5033.63 | 5104.30 | 5170.25 | 5237.76 | 5816.82 |
| Systems Administrator | 5175.17 | 5367.70 | 5560.18 | 5752.65 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945.43 |
| | | | | | | | | | | |
| Tax Auditor | 6381.37 | 6538.40 | 6849.32 | 7163.33 | 7317.22 | 7398.09 | 7494.45 | 7592.38 | 7688.77 | 7927.12 |
| Tax Compliance Technician | 4663.52 | 4802.73 | 4961.12 | 5108.94 | 5256.40 | 5500.84 | 5643.98 | 5885.09 | 6026.24 | 6421.46 |
| Traffic Control Utility Worker II | 3917.36 | 4013.74 | 4209.60 | 4405.49 | 4503.44 | 4550.07 | 4610.71 | 4672.89 | 4735.05 | 4895.89 |
| Traffic Control Utility Worker III | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 5714.42 |
| Traffic Engineering Analyst | 5099.60 | 5231.75 | 5494.48 | 5758.73 | 5892.43 | 5953.08 | 6040.11 | 6124.07 | 6203.37 | 6410.26 |
| Traffic Signal Technician | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 5714.42 |
| Traffic Signs/Markings Specialist | 4553.17 | 4672.89 | 4906.07 | 5136.14 | 5254.29 | 5311.80 | 5384.87 | 5457.94 | 5529.47 | 5714.42 |
| Transportation Planning Technician | 4058.80 | 4161.41 | 4361.95 | 4568.72 | 4668.22 | 4719.52 | 4781.71 | 4847.00 | 4912.27 | 5200.77 |
| Trash Removal Coordinator | 5007.13 | 5136.14 | 5395.75 | 5656.92 | 5784.40 | 5849.71 | 5932.07 | 6011.40 | 6092.22 | 6293.21 |
| | | | | | | | | | | |
| Utility Locate Technician | 3917.36 | 4013.74 | 4209.60 | 4405.49 | 4548.47 | 4595.57 | 4656.81 | 4719.62 | 4782.41 | 5312.04 |
| Utility Worker | 3597.11 | 3656.18 | 3716.82 | 3808.53 | 3993.55 | 4173.86 | 4265.59 | 4312.21 | 4368.21 | 4520.53 |
| | | | | | | | | | | |
| Water Reclamation Worker | 3597.11 | 3656.18 | 3716.82 | 3808.53 | 3993.55 | 4173.86 | 4265.59 | 4312.21 | 4368.21 | 4520.53 |
| Water Reclamation Worker I | 3917.36 | 4013.74 | 4209.60 | 4405.49 | 4503.44 | 4550.07 | 4610.71 | 4672.89 | 4735.05 | 4895.89 |
| Water Reclamation Worker II | 4058.80 | 4161.41 | 4361.95 | 4568.72 | 4668.22 | 4719.52 | 4781.71 | 4847.00 | 4912.27 | 5075.70 |
| WW Compliance Officer | 4072.79 | 4176.98 | 4379.05 | 4585.80 | 4688.41 | 4739.72 | 4803.45 | 4867.19 | 4930.92 | 5094.62 |
| WW Data Technician | 4752.17 | 4874.96 | 5117.48 | 5363.10 | 5484.38 | 5546.57 | 5622.75 | 5698.90 | 5775.09 | 5965.17 |
| WW Data Technician II | 5150.14 | 5280.73 | 5548.13 | 5817.06 | 5949.21 | 6102.80 | 6189.69 | 6273.39 | 6361.88 | 6564.89 |
| WW Instrument/Control Specialist | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144.99 |
| WW Inventory/Control Specialist | 4890.53 | 5017.99 | 5271.38 | 5521.68 | 5649.17 | 5712.91 | 5792.17 | 5871.48 | 5949.21 | 6144.99 |
| WW Maintenance Coordinator | 5175.17 | 5367.70 | 5560.18 | 5689.67 | 5945.15 | 6137.65 | 6330.15 | 6522.66 | 6715.13 | 6945.43 |
| WW Operator A | 5790.20 | 5941.35 | 6016.93 | 6243.65 | 6394.81 | 6545.96 | 6697.11 | 6848.26 | 6999.41 | 7186.02 |
| WW Operator B | 4417.66 | 4532.99 | 4760.11 | 4988.55 | 5102.03 | 5159.50 | 5230.25 | 5302.59 | 5374.54 | 5554.98 |

| | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|
| WW SCADA Coordinator | 5899.44 | 6056.74 | 6368.95 | 6681.42 | 6835.59 | 6916.14 | 7012.55 | 7110.46 | 7206.83 | 7438.20 |
| WW Utility Worker | 3597.11 | 3656.18 | 3716.82 | 3808.53 | 3993.55 | 4173.86 | 4265.59 | 4312.21 | 4368.21 | 4520.53 |
| WW Utility Worker I | 3902.65 | 3998.96 | 4193.22 | 4382.56 | 4478.87 | 4527.81 | 4586.61 | 4648.61 | 4707.38 | 4867.45 |
| WW Utility Worker II | 4152.40 | 4254.57 | 4462.18 | 4713.38 | 4773.64 | 4823.08 | 4887.35 | 4953.26 | 5019.16 | 5630.71 |
| WW Utility Worker III | 4708.89 | 4827.00 | 5066.51 | 5306.07 | 5425.79 | 5485.71 | 5557.26 | 5635.39 | 5708.60 | 5898.40 |
| WW Utility Worker IV | 5084.83 | 5216.21 | 5475.70 | 5738.52 | 5868.28 | 5934.83 | 6016.34 | 6097.83 | 6179.35 | 6382.73 |
| WWTP Maintenance Mechanic | 4400.83 | 4511.21 | 4735.05 | 4958.95 | 5070.84 | 5126.83 | 5193.70 | 5266.72 | 5335.14 | 5512.52 |

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – FIRE (NON-EXEMPT)
# 2026

| ***CLASS TITLE*** | |
|---|---|
| **(A) FIRE** | |
| Assistant Fire Chief * | 12164.87 |
| | |
| Emergency Medical Officer * | 8920.90 |
| | |
| Fire Captain *[1] | 10542.883 |
| Fire Lieutenant | 9731.89 |
| Fire Engineer*[2] | 8677.60 |
| Fire Inspector | 9083.10 |

| ***CLASS TITLE*** | ***Entrance*** | ***Step 2*** | ***Step 3*** | ***Step 4*** | ***Step 5*** | ***Step 6*** |
|---|---|---|---|---|---|---|
| Firefighter *3 | 5985.17 | 6480.38 | 6543.12 | 6735.21 | 6864.51 | 8109.91 |

* Denotes a 56-Hour Work Week.

[1] Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Firefighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Firefighter plus an additional $550.

[2] Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City's usual and customary payroll practices. Fire Engineers hired on or after January 1, 2018 who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.

[3] Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – POLICE (NON-EXEMPT)
# 2026

| ***CLASS TITLE*** | ***Entrance*** | ***Step 2*** | ***Step 3*** | ***Step 4*** | ***Step 5*** | ***Step 6*** | ***Step 7*** | ***Step 8*** |
|---|---|---|---|---|---|---|---|---|
| **(A) POLICE** | | | | | | | | |
| Police Corporal | 8173.10 | 8173.10 | 8173.10 | 8292.89 | 8292.89 | 8414.53 | | |

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Police Patrol Officer | 6602.30 | 7164.76 | 7386.76 | 7501.48 | 7612.50 | 7727.28 | 7836.38 | 8053.92 |
| Police Sergeant | 9683.42 | 9778.28 | 9871.00 | 9967.79 | 10108.96 | | | |

**CITY OF PUEBLO SALARY SCHEDULE**
**MONTHLY SALARY SCHEDULE – CLASS B (EXEMPT)**
**2026**

| *CLASS TITLE* | *BASE SALARY* | MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B) | | | | | |
|---|---|---|---|---|---|---|---|
| **(B) ADMINISTRATIVE** | | | | | | | |
| Accountant II | 7548.71 | 7802.03 | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.43 |
| Accounting Manager | 9111.98 | 9385.30 | 9666.88 | 9956.82 | 10255.55 | 10563.16 | 10880.16 |
| Administrative Assistant | 5826.80 | 6024.87 | 6258.58 | 6472.65 | 6686.74 | 6907.99 | 7134.55 |
| Airport Ops/Maintenance Supervisor | 6603.16 | 6801.23 | 7005.28 | 7215.43 | 7431.90 | 7654.84 | 7884.49 |
| Assistant Accounting Manager | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.41 |
| Assistant Director/Human Resources | 8539.11 | 8827.88 | 9164.18 | 9475.82 | 9785.55 | 10104.72 | 10435.31 |
| Assistant Director/Info Technology | 7548.71 | 7802.03 | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.43 |
| Assistant Director/Parks & Recreation | 9886.40 | 10131.26 | 10382.28 | 10718.57 | 11143.66 | 11585.77 | 12062.30 |
| Assistant WWTP Superintendent | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| | | | | | | | |
| Budget Analyst | 7548.71 | 7802.03 | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.43 |
| | | | | | | | |
| Civil Engineer Drainage | 7548.71 | 7780.44 | 8196.28 | 8612.12 | 9027.97 | 9443.81 | 9860.67 |
| Civil Engineer Public Works | 7548.71 | 7780.44 | 8196.28 | 8612.12 | 9027.97 | 9443.81 | 9860.67 |
| Civil Engineer Transportation | 7548.71 | 7780.44 | 8196.28 | 8612.12 | 9027.97 | 9443.81 | 9860.67 |
| Civil Engineer Wastewater | 7548.71 | 7780.44 | 8196.28 | 8612.12 | 9027.97 | 9443.81 | 9860.67 |
| Civil Service Administrator | 8539.11 | 8827.88 | 9164.18 | 9475.82 | 9785.55 | 10424.40 | 10632.89 |
| Code Enforcement Manager | 7548.71 | 7802.03 | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.43 |
| Community Services Supervisor | 6744.11 | 6970.67 | 7238.29 | 7480.93 | 7725.36 | 7976.89 | 8237.36 |
| Construction Manager | 5957.30 | 6158.95 | 6392.67 | 6608.53 | 6824.40 | 7045.60 | 7275.76 |
| Court Administrator | 7548.71 | 7802.03 | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.43 |
| Crime Analyst | 5326.01 | 5535.83 | 5745.58 | 5955.41 | 6165.25 | 6375.05 | 6584.82 |
| | | | | | | | |
| Deputy City Clerk | 5918.06 | 6116.10 | 6349.84 | 6563.90 | 6777.99 | 6999.25 | 7225.80 |
| Deputy Director Public Works | 10668.11 | 11020.16 | 11394.84 | 11782.27 | 12566.81 | 13123.50 | 13747.31 |
| Deputy Fire Chief | 10777.50 | 11144.49 | 11578.06 | 11971.61 | 12367.14 | 13103.54 | 13461.99 |
| Dispatch Manager | 6739.55 | 7180.42 | 7621.30 | 8062.18 | 8503.04 | 8943.93 | 9384.76 |
| | | | | | | | |
| Engineering Manager | 10038.92 | 10579.39 | 11119.85 | 11660.32 | 12200.79 | 12741.26 | 13282.42 |
| Executive Assistant | 5894.82 | 6095.20 | 6331.64 | 6548.21 | 6764.79 | 6988.63 | 7337.89 |
| | | | | | | | |
| Facilities Maintenance Superintendent | 8397.64 | 8683.17 | 9022.08 | 9328.98 | 9637.63 | 9955.19 | 10283.47 |
| Fleet Superintendent | 8397.64 | 8683.17 | 9022.08 | 9328.98 | 9637.63 | 9955.19 | 10283.47 |
| | | | | | | | |
| Grant & Resource Dev. Administrator | 7548.71 | 7802.03 | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.42 |
| Grants Analyst | 7196.96 | 7351.58 | 7432.82 | 7529.64 | 7628.03 | 7724.87 | 7964.34 |
| Grant Coordinator/Financial Empowerment | 5171.52 | 5347.31 | 5554.74 | 5744.74 | 5934.74 | 6131.11 | 6332.19 |
| | | | | | | | |
| HR Analyst I | 5164.02 | 5441.17 | 5747.82 | 6063.37 | 6396.98 | 6748.67 | 7119.80 |
| HR Analyst II | 5964.44 | 6284.56 | 6638.73 | 7003.19 | 7388.51 | 7794.71 | 8223.38 |
| | | | | | | | |
| Landscape Architect | 6603.16 | 6826.17 | 7084.86 | 7325.70 | 7564.79 | 7809.19 | 8066.13 |
| Legal Assistant | 5132.62 | 5300.48 | 5468.71 | 5636.73 | 5821.38 | 6006.45 | 6191.32 |
| | | | | | | | |
| MPO Manager | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| MS4 Permit Coordinator | 6603.16 | 6826.17 | 7084.86 | 7325.70 | 7564.79 | 7809.19 | 8066.13 |
| | | | | | | | |
| Outdoor Recreation Administrator | 5918.06 | 6116.10 | 6349.84 | 6563.90 | 6777.99 | 6999.25 | 7225.80 |
| | | | | | | | |
| Paralegal | 5132.62 | 5300.48 | 5468.71 | 5636.73 | 5821.38 | 6006.45 | 6191.32 |
| Parks Supervisor | 6603.16 | 6801.23 | 7005.28 | 7215.43 | 7431.90 | 7654.84 | 7884.49 |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| PD Community Engagement Manager | 6248.12 | 6471.27 | 6694.42 | 6917.57 | 7140.72 | 7363.87 | 7587.04 |
| Police Captain | 9837.78 | 10175.23 | 10568.89 | 10930.45 | 11291.97 | 11661.58 | 12049.24 |
| Police Deputy Chief | 11431.85 | 11821.19 | 12281.05 | 12698.55 | 13118.04 | 13551.63 | 13999.42 |
| Police Records Manager | 5957.30 | 6158.94 | 6392.67 | 6608.53 | 6824.41 | 7045.60 | 7275.77 |
| Pretreatment Manager | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Principal Planner | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Purchasing Contracts Administrator | 5957.30 | 6158.94 | 6392.67 | 6609.11 | 6824.41 | 7045.60 | 7422.50 |
| | | | | | | | |
| Recreation Supervisor | 6603.16 | 6801.23 | 7005.28 | 7215.43 | 7431.90 | 7654.84 | 7884.49 |
| Regulatory Compliance Specialist | 8488.90 | 8774.42 | 9113.33 | 9420.22 | 9728.86 | 10046.43 | 10374.72 |
| | | | | | | | |
| SCADA Administrator | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Shops Supervisor | 6744.11 | 6970.67 | 7238.29 | 7480.93 | 7725.36 | 7976.89 | 8237.36 |
| Sr. Business Systems Analyst | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. GIS Administrator | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. HR Analyst | 7038.05 | 7415.77 | 7833.70 | 8263.77 | 8718.44 | 9197.76 | 9703.58 |
| Sr. Integration Administrator | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. Media Systems Administrator | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. Network Communications Specialist | 6039.61 | 6436.12 | 6832.63 | 7229.14 | 7625.67 | 8022.19 | 8418.70 |
| Sr. Network Administrator | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. Security Administrator | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. System Administrator | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| Sr. Tax Auditor | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.41 |
| Stormwater Coordinator | 8488.90 | 8774.42 | 9113.33 | 9420.22 | 9728.86 | 10046.43 | 10374.72 |
| Stormwater Utility Maint. Supervisor | 6603.16 | 6826.17 | 7084.86 | 7325.70 | 7564.79 | 7809.19 | 8066.13 |
| Streets Maintenance Supervisor | 6603.16 | 6826.17 | 7084.86 | 7325.70 | 7564.79 | 7809.19 | 8066.13 |
| | | | | | | | |
| Tax Auditor II | 7548.71 | 7802.03 | 8099.97 | 8372.98 | 8645.93 | 8927.81 | 9220.43 |
| Tax Audit Manager | 9111.98 | 9385.30 | 9666.89 | 9956.82 | 10255.55 | 10563.16 | 10880.17 |
| Traffic Control Supervisor | 6603.16 | 6826.17 | 7084.86 | 7325.70 | 7564.79 | 7809.19 | 8066.13 |
| Traffic Engineer | 9183.49 | 9497.60 | 9811.71 | 10125.82 | 10439.92 | 10754.03 | 11068.14 |
| | | | | | | | |
| WW Collections Supervisor | 6603.16 | 6826.17 | 7084.86 | 7325.70 | 7564.79 | 7809.19 | 8066.13 |
| WW Engineering Manager | 10038.92 | 10579.39 | 11119.86 | 11660.32 | 12200.79 | 12741.26 | 13282.42 |
| WWTP Lab Supervisor | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| WW Maintenance Supervisor | 8017.94 | 8289.09 | 8604.87 | 8897.49 | 9188.31 | 9488.01 | 9798.42 |
| WWTP Superintendent | 9345.30 | 9661.04 | 10032.17 | 10371.14 | 10710.14 | 11059.83 | 11423.78 |
| | | | | | | | |

# CITY OF PUEBLO SALARY SCHEDULE
# MONTHLY SALARY SCHEDULE – APPOINTED
# 2026

| ***CLASS TITLE*** | ***MONTHLY BASE SALARY*** | ***MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)*** |
|---|---|---|
| **(C) APPOINTED** | | |
| Assistant City Attorney I | 6615.48 | 8269.35 |
| Assistant City Attorney II | 8269.36 | 9279.50 |
| Assistant City Attorney III | 9279.60 | 11356.48 |
| | | |
| Deputy City Attorney | 12493.19 | 14563.51 |

| | | |
|---|---|---|
| Deputy Mayor | No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued. | |
| Director/Aviation | 9724.89 | 11888.18 |
| Director/Finance | 11387.44 | 13917.54 |
| Director/Housing and Citizen Services | 9841.32 | 12029.37 |
| Director/Human Resources | 11066.78 | 13527.30 |
| Director/Information Technology | 11066.78 | 13527.30 |
| Director/Just Transitions Program | 7185.37 | 8725.10 |
| Director/Parks & Recreation | 11340.60 | 13860.54 |
| Director/Planning & Community Development | 11066.78 | 13527.30 |
| Director/Public Affairs | 7185.37 | 9272.48 |
| Director/Public Works | 12792.41 | 15634.74 |
| Director/Purchasing | 9724.89 | 12049.23 |
| Director/Stormwater | 10223.52 | 12496.53 |
| Director/Wastewater | 11451.79 | 13996.44 |
| | | |
| Fire Chief | 12971.93 | 15853.55 |
| | | |
| Mayor | 12500.00 | 12500.00 |
| Municipal Court Judge | 10739.66 | 14003.00 |
| | | |
| Police Chief | 13688.37 | 16900.61 |
| | | |
| Secretary to the Mayor | 5132.62 | 6794.93 |
| Sr. Assistant City Attorney | 11356.58 | 12493.08 |
| | | |

SECTION 2.

Section 18 of Chapter 5 of Title VI of the Pueblo Municipal Code is hereby amended to read as follows:

**6-5-18. Unclassified part-time employees.**

(a) The pay range with respect to all unclassified part-time employees of the City shall be not less than [$14.81] $15.16 per hour and not greater than $40.00.

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 to effectuate and transactions described therein.

SECTION 4.

This Ordinance shall become effective January 1, 2026.

**Action by City Council:**

Introduced and initial adoption of Ordinance by City Council on November 24, 2025

Final adoption of Ordinance by City Council on December 8, 2025.

_____

President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

Mayor

**Action by City Council After Disapproval by the Mayor:**

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on_____

☐ Council action on _____failed to override the Mayor's veto.

_____

President of City Council

ATTEST

_____

City Clerk

City Clerk's Office Item #_____

# BACKGROUND PAPER FOR PROPOSED ORDINANCE

**COUNCIL MEETING DATE:** November 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco – Human Resources Director

SUBJECT: AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2026

## SUMMARY:

This Ordinance amends the current classification and pay plan to reflect 2026 wages for classified General Service, Fire, Police, Management, and unclassified Appointed classifications to include the increase in the minimum wage for part-time positions resulting from the State minimum wage increase, effective January 1, 2026.

## PREVIOUS COUNCIL ACTION:

On December 9, 2024, Ordinance No.10853 was approved by City Council. This Ordinance provided the classification and pay plan for Fiscal Year 2025.

## BACKGROUND:

Section 8-8 of the City Charter titled Pay Schedule requires that the Personnel (Human Resources) Director provide a uniformed schedule of pay for the classified service, approved by the Mayor, and submitted to City Council. The 2026 wages have been determined by Collective Bargaining Agreements between the City of Pueblo and the Pueblo Association of Government Employees (General Service), International Association of Firefighters Local #3 (Fire) and International Brotherhood of Police Officers #537 (Police) and are reflected within the Pay Schedule.

The following wage increases will take effect on January 1, 2026, by employee group, if this ordinance is approved:

**Fire** – International Association of Firefighter Local #3 – 4.72% increase for all steps of all ranks. Step increases within the range of Firefighter, as applicable, based on seniority will occur in 2026 as scheduled.

**Police** - International Brotherhood of Police Officers #537 (Police) –3.6% increase for all steps of the ranks of Police Patrol Officer and Police Corporal. A 4% increase will be applied to all steps of the rank of Police Sergeant. Step increases within the range based on seniority will occur in 2026 as scheduled.

**General Service** – Pueblo Association of Government Employees –3.25% increase for all steps of all classifications. Step increases within the range based on seniority will occur in 2026 as scheduled.

**Management and Appointed** – 3.25% increase for all merit rates within the ranges for management and appointed positions.

**Unclassified Temporary and Seasonal Staff** - Section 6-5-18 sets forth the minimum rate of pay for unclassified part-time positions of the City and is updated to reflect the change in pay rate for 2026. The City of Pueblo follows Federal minimum wage guidelines and/or the State of Colorado minimum wage, whichever is greater. The Colorado Minimum Wage is scheduled to increase from $14.81 per hour to $15.16 per hour effective January 1, 2026.

**FINANCIAL IMPLICATIONS:**

The salary schedules and related wage increases in this Ordinance were considered in the 2026 Budget and were approved by City Council on November 24, 2025.

**BOARD/COMMISSION RECOMMENDATION:**

Not Applicable.

**STAKEHOLDER PROCESS:**

None.

**ALTERNATIVES:**

There are no alternatives to this Ordinance. Section 8-8 of the City Charter requires that the Personnel (Human Resources) Director provide a uniform schedule of pay approved by the Mayor and City Council and must comply with applicable minimum wage laws. The uniform schedule of pay must be posted for all current and future City employees to view and is a public record.

**RECOMMENDATION:**

Approval of the Ordinance

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Elizabeth Drake, Assistant City Attorney
Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE REPEALING CHAPTER 1 OF TITLE 15 OF THE PUEBLO MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 1 OF TITLE 15 WITH THE COLORADO MODEL TRAFFIC CODE AS REVISED IN 2024 REVISION 1.0

## SUMMARY:

Attached is an Ordinance which adopts the 2024 Colorado Model Traffic Code Revision 1.0. It repeals the current Pueblo Traffic Code as codified in chapter 1 of Title XV of the Pueblo Municipal code and replaces it with a new chapter to more closely track the rules and regulations as set out in the 2024 Model Traffic Code, Revision 1.0.

## PREVIOUS COUNCIL ACTION:

Council adopted the Model Traffic Code originally in 1957, with the most recent revision version of the Model Traffic Code in 2020. Amendments and Additions have made several revisions to individual ordinances within the chapter over the years; the most recent revision was to Sec. 15-1-10 (Motorized vehicles in certain areas) in 2022.

## BACKGROUND:

The first Model Traffic Code was released by the State of Colorado in 1952 by the Department of Transportation. Prior to 2024, it was last updated in 2020. It provides consistent traffic regulations across the state while allowing municipalities to enforce regulations within their boundaries. Additionally, it gives the Public Works Department a resource for planning traffic.

The most recent Model Traffic Code was released in 2024 and has received one revision. It can be found at: http://www.codot.gov/safety/assets/documents/model-traffic-code-for-colorado.pdf

Sec. 15-1-8 has been modified some 39 times since it was passed originally. It has

swelled to be long, difficult to navigate and often confusing even to those who use it regularly. The revisions have come to a point where it is more effective, precise, and clear to repeal the current version of Chapter 1 of Title XV of the PMC and replace it with a new version, than to continue with additions and deletions.

While the majority of Chapter 1, Title XV language would remain the same or similar, there are a few bigger changes (after discussions with Traffic Division of the Police Department, Public Works, Clerk's Office (on the best format), Finance Department and Municipal Court, and Transit):

- Omission of the Traffic Engineer's job description, while including some of the authorities that they exercise such as determining which medians are dangerous for pedestrians;
- Overhaling the procedure for parade permits to align with current case law and practices at the Police Department;
- Updating fees and surcharges;
- Adding a penalty for parking in a bus stop;
- Reorganizing and streamlining the structure of the chapter i.e. some ordinances were consolidated and some were separated for clarity;
- Changing subsection designation (letters/numbers) to be consistent with the remainder of the P.M.C.;
- Fixing some of the antiquated language such as depositing coin in parking meters which are now credit cards.

**FINANCIAL IMPLICATIONS:**

Adopting the code has no cost to City. The new rules will have some effect on the fines collected by the municipal court. The modification of the surcharges are calculated with the intent of covering the costs of those programs and cover costs associated with booting vehicles for unpaid parking tickets.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

City staff dealing with traffic offenses have had the opportunity to comment on the proposed changes, those comments have been taken into account in the proposed ordinance. Public Works, Parking Enforcement, Code Enforcement, Municipal Court, Finance and Police Departments were all consulted.

**ALTERNATIVES:**

If this Ordinance is not approved, City will continue to operate under the older version of the Model Traffic Code. Some changes may be necessary to comply with State Laws and Regulations.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. Model Traffic Code Ordinance

ORDINANCE NO. _____

AN ORDINANCE REPEALING CHAPTER 1 OF TITLE 15 OF THE PUEBLO MUNICIPAL CODE AND ADOPTING A NEW CHAPTER 1 OF TITLE 15 WITH THE COLORADO MODEL TRAFFIC CODE AS REVISED IN 2024 REVISION 1.0

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

SECTION 1.

Title XV of the Pueblo Municipal Code is hereby amended by the repeal of the current Chapter 1 and the enactment of the following new Chapter 1:

**CHAPTER 1 Model Traffic Code**

**Sec. 15-1-1. Adoption of Model Traffic Code.**

(a) There is hereby adopted by reference for the purpose of regulating vehicular and pedestrian traffic within the City, including permits, procedures and penalties, that certain code known as the Model Traffic Code for Colorado Municipalities, officially approved, adopted and published as the Revised November 2024 Revision 1.0 Edition by the Colorado Department of Transportation, (hereinafter referred to in this Chapter as the "Model Traffic Code"), of which one copy is now filed in the office of the City Clerk and may be inspected during regular business hours, the same being hereby referred to, adopted and incorporated herein as fully as if set out at length, pursuant to the authority conferred by the laws of the State and the Charter of the City, save and except those portions of the Model Traffic Code which are hereinafter amended by any ordinance of the City; and provided, however, that the Foreword thereto, Sections 511 and 602 and Appendixes A through H, inclusive, are not adopted and are expressly deleted.

(b) **Application of Model Traffic Code.** The provisions of the Model Traffic Code and this Chapter shall apply to every street, alley, sidewalk area, driveway, park and every other public way or public parking area, either within or outside the corporate limits of the City, the use of which the City has jurisdiction to regulate. The provisions of Sections 1401, 1402, 1206 and 1211 of the adopted Model Traffic Code concerning careless driving, reckless driving, unattended motor vehicle and improper backing shall apply not only to public places and ways but also throughout the City.

(c) Pueblo Memorial Airport:

(1) This Chapter and the Model Traffic Code herein adopted are expressly declared to be applicable to and in full force and effect in and upon that area in the County of Pueblo and State of Colorado in Sections 17, 18, 19, 20, 29 and 30, Township 20 South, Range 63 West, and Sections 13, 24, 25 and 26, Township 20 South, Range 64 West of the 6th Principal Meridian, commonly known as Pueblo Memorial Airport, and shall constitute the rules and regulations covering all means of transportation within such airport other than air transportation.

(2) It shall be the duty of the Chief of Police, with such aid as may be rendered by other members of the Police Department and such other members of the Department

of Aviation as he or she shall specially commission by and with the advice and written consent of the Director of the Department of Aviation, to enforce the provisions of the Model Traffic Code and the state vehicle laws applicable to traffic in and upon the Pueblo Memorial Airport, to make arrests for traffic violations thereon, to assist in the prosecution of persons charged with such violations, to investigate accidents, to cooperate with the Traffic Engineer and officials of the Pueblo Memorial Airport in the administration of the traffic regulations thereon and in developing ways and means to improve traffic conditions and to carry out those duties specially imposed by the Model Traffic Code and the traffic ordinances of the City insofar as the same shall relate to the Pueblo Memorial Airport.

(d) Pueblo Mountain Park:

(1) This Chapter and the Model Traffic Code herein adopted are expressly declared to be applicable to and in full force and effect in and upon that area in the County of Pueblo and State of Colorado in Section 16 and 21, Township 23 South, Range 68 West of the 6th Principal Meridian, commonly known as Pueblo Mountain Park, and shall constitute the rules and regulations covering all means of transportation within such park.

(2) It shall be the duty of the Chief of Police, with such aid as may be rendered by other members of the Police Department and such other members of the Department of Parks as he or she shall specially commission by and with the advice and written consent of the Director of the Department of Parks, to enforce the provisions of the Model Traffic Code, the traffic ordinances of the City and the state vehicle laws applicable to traffic in and upon Pueblo Mountain Park, to make arrests for traffic violations thereon, to assist in the prosecution of persons charged with such violations, to investigate accidents, to cooperate with the Traffic Engineer and officials of Pueblo Mountain Park in the administration of the traffic regulations thereon and in developing ways and means to improve traffic conditions, and to carry out those duties specially imposed by the Model Traffic Code and the traffic ordinances of the City insofar as the same shall relate to Pueblo Mountain Park.

**Sec. 15-1-2. Penalties for violations of this Chapter.**

The following penalties shall apply to a violation of any of the provisions of the Model Traffic Code herein adopted and to the provisions of this Chapter:

(a) It is unlawful for any person to violate any of the provisions of the Model Traffic Code or any of the provisions of this Chapter.

(b) Notwithstanding any other provision in this Chapter and the Model Traffic Code, every offense under the Model Traffic Code, as adopted by the City of Pueblo, shall constitute a civil traffic infraction punishable by a civil penalty only, not to exceed one thousand dollars ($1,000.00), except for the following offenses, which shall constitute municipal offenses subject to a civil penalty of not more than one thousand dollars ($1,000.00), or imprisonment not to exceed three hundred sixty-four (364) days, or both:

1. Section 1401, Model Traffic Code, Reckless driving;

2. Section 1413, Model Traffic Code, Eluding or attempting to elude a police officer;

3. Section 1105, Model Traffic Code, Speed contests;

4. Driving twenty-four (24) or more miles per hour in excess of the reasonable and prudent speed or twenty-four (24) or more miles per hour in excess of the maximum lawful speed limit of seventy-five (75) miles per hour; and

5. Any offense that is a counterpart of a state offense that has not been decriminalized under state law.

(c) No person shall be arrested for any civil traffic infraction. The Municipal Court shall not imprison any person for any civil traffic infraction and shall not issue any warrant for the arrest of any person accused of or found liable for a civil traffic infraction, except that the Court may issue arrest warrants for and imprison any such person for contempt of court whichh may include failure to appear. The Court shall have the authority to order persons found liable for civil traffic infractions to pay civil penalties, costs and surcharges for such infractions. No person accused of a civil traffic infraction shall be granted a jury trial. The Municipal Court shall apply the Colorado Rules for Traffic Infractions in every case involving a civil traffic infraction. The Municipal Court Judge shall act as the referee in all such cases. The Municipal Court shall communicate all outstanding judgments in civil traffic infraction cases, including all defaults, judgments, civil penalties, costs and surcharges, and failure to pay the same, to the Colorado Department of Revenue, Division of Motor Vehicles. The Municipal Court may also send unpaid defaults, judgments, civil penalties, costs and surcharges to a collection agency.

(d) Every person found liable for a civil traffic infraction under Sections 1412 or 221 of the Model Traffic Code shall be punished by a civil penalty of not more than one hundred dollars ($100.00), by removal and detention of the license plate from such person's bicycle for a period not to exceed ninety (90) days, or by impounding such person's bicycle for a period not to exceed ninety (90) days.

(e) Notwithstanding Title 1701 or any provision of the Colorado Model Traffic Code the Municipal Judge is empowered to set designated civil penalties. The presiding Municipal Judge shall at least annually review the schedule of designated civil penalties of this traffic code and adopt on or before January 15 of each year a schedule of designated civil penalties for the Municipal Court, provided that failure to so annually adopt such a schedule of designated civil penalties shall not invalidate any such schedule previously adopted.

(f) In addition to the penalties provided herein, any person convicted of a municipal traffic violation or found liable for a civil traffic infraction for which points may be assessed by the Colorado Department of Revenue, other than violations of the provisions of Section 1412 or 221 of the Model Traffic Code, shall be assessed a fee, to be known as the school crossing guard surcharge, in the amount of twenty dollars ($20.00); provided, however, that any person found liable for a parking violation shall, in addition to the penalties provided herein, be assessed a fee, to be known as the school crossing guard surcharge, in the amount of eight dollars ($8.00). The school crossing guard surcharge shall be imposed at the time the defendant is found liable and may not be suspended or waived by the Court. For purposes of this Subsection, conviction shall include guilty pleas, no contest pleas, findings of guilt and deferred sentences entered on any such traffic violation or parking violation. The school crossing guard surcharge shall be collected by the Municipal Court and paid into the City's general fund.

**Sec. 15-1-3. Parking on private property; burden of proof.**

(a) It shall be unlawful for any person to park, leave or cause to be parked or leave any automobile or other motor vehicle on the premises of another after having been warned not to do so by word of mouth, sign or otherwise.

(b) On those areas of private property available for public use where designated parking areas or individual spaces have been clearly identified, it shall be unlawful and a class 2 municipal offense for any person to park any automobile or other motor vehicle other than completely within the area or individual space designated for parking. It shall be an affirmative defense to any such violation that the automobile or other motor vehicle was parked, contrary to the requirements of this Subsection, with the consent of the owner or person in lawful possession of the private property.

(c) The presence of an unattended automobile or other motor vehicle on the premises of one who is not the owner or in control of such vehicle shall create a prima facie presumption that the registered owner of such vehicle did then and there park, leave or cause to be parked or left the vehicle on such premises, and the burden of proof shall be upon the registered owner to show otherwise.

(d) This Section shall not apply to employees of the City in the discharge of their official duties.

**Sec. 15-1-4. Amendments.**

For the purposes of this section of the P.M.C., the subsection, parens, labeling, and overall organization is based upon that of the Model Traffic Code, and not that of the P.M.C. Bold numbers and title at the beginning of each subsection refer to those of the Model Traffic Code and shall be sufficient citation on a summons or complaint.

The following parts, sections or subsections of the Model Traffic Code are hereby repealed, or amended to read as follows:

**1101. Speed limits.**

(1) No person shall drive a vehicle on a highway at a speed greater than is reasonable and prudent under the conditions than existing.

(2) Except when a special hazard exists that requires a lower speed, the following speeds shall be lawful:

(a) Twenty miles per hour in all parks;

(b) Twenty-five miles per hour in any business district, as defined in section 42-1-102(11), C.R.S.;

(c) Thirty miles per hour in any residence district, as defined in section 42-1-102(80), C.R.S.;

(d) Fifteen miles per hour in all alleys;

(e) Forty-five miles per hour for all vehicles in the business of transporting trash, where higher speeds are posted, when said vehicle is loaded as an exempted vehicle pursuant to section 507(3);

(f) Fifty-five miles per hour on other open highways which are not on the interstate system, as defined in section 43-2-101(2), C.R.S. and are not surfaced four-lane freeways or expressways;

(g) Sixty-five miles per hour on surfaced, four-lane highways which are on the interstate system, as defined in section 43-2-101(2), C.R.S.; or are freeways or expressways;

(h) Twenty miles per hour in all school zones and at school crossings when posted;

(i) Any speed not in excess of a speed limit designated by an official traffic control device.

(3) No driver of a vehicle shall fail to decrease the speed of such vehicle from an otherwise lawful speed to a reasonable and prudent speed when a special hazard exists with respect to pedestrians or other traffic or by reason of weather or highway conditions.

(4) Except as otherwise provided in paragraph (c) of subsection (8) of this section, any speed in excess of the lawful speeds set forth in subsection (2) of this section shall be prima facie evidence that such speed was not reasonable or prudent under the conditions then existing. As used in this subsection (4), 'prima facie evidence' means evidence which is sufficient proof that the speed was not reasonable or prudent under the conditions then existing, and which will remain sufficient proof of such fact, unless contradicted and overcome by evidence bearing upon the question of whether or not the speed was reasonable and prudent under the conditions then existing.

(5) In every charge of violating subsection (1) of this section, the complaint, summons and complaint, or penalty assessment notice shall specify the speed at which the defendant is alleged to have driven and also the alleged reasonable and prudent speed applicable at the specified time and location of the alleged violation.

(6) The provisions of this section shall not be construed to relieve the party alleging negligence under this section in any civil action for damages from the burden of proving that such negligence was the proximate cause of an accident.

(7) Notwithstanding paragraphs (a), (b) and (c) of subsection (2) of this section, this municipality may by ordinance adopt absolute speed limits as the maximum lawful speed limits in its jurisdiction, and such speed limits shall not be subject to the provisions of subsection (4) of this section.

(8)(a) (Deleted by amendment, L. 96, p. 578 §2, effective May 25, 1996.)

(b) Notwithstanding any other provisions of this section, no person shall drive a vehicle on a highway at a speed in excess of a maximum lawful speed limit of seventy-five miles per hour.

(c) The speed limit set forth in paragraph (b) of this subsection (8) is the maximum lawful speed limit and is not subject to the provisions of subsection (4) of this section.

(d) Local authorities within their respective jurisdictions shall not authorize any speed limit which exceeds seventy-five miles per hour on any highway.

(e) The provisions of this subsection (8) are declared to be matters of both local and statewide concern requiring uniform compliance throughout the state.

(f) In every charge of a violation of paragraph (b) of this subsection (8), the complaint, summons and complaint, or penalty assessment notice shall specify the speed at which the defendant is alleged to have driven and also the maximum lawful speed limit of seventy-five miles per hour.

(g) Notwithstanding any other provision of this section, no person shall drive a low-power scooter on a roadway at a speed in excess of forty miles per hour. Local authorities shall not authorize low-power scooters to exceed forty miles per hour on a roadway.

(9) The conduct of a driver of a vehicle which would otherwise constitute a violation of this section is justifiable and not unlawful when:

(a) It is necessary as an emergency measure to avoid an imminent public or private injury which is about to occur by reason of a situation occasioned or developed through no conduct of said driver and which is of sufficient gravity that, according to ordinary standards of intelligence and morality, the desirability and urgency of avoiding the injury clearly outweigh the desirability of avoiding the consequences sought to be prevented by this section; or

(b) With respect to authorized emergency vehicles, the applicable conditions for exemption, as set forth in section 108, exist.

(10) The minimum requirement for commission of a traffic infraction or misdemeanor traffic offense under this section is the performance by a driver of prohibited conduct, which includes a voluntary act or the omission to perform an act which said driver is physically capable of performing.

(11) It shall not be a defense to prosecution for a violation of this section that:

(a) The defendant's conduct was not performed intentionally, knowingly, recklessly or with criminal negligence; or

(b) The defendant's conduct was performed under a mistaken belief of fact, including, but not limited to, a mistaken belief of the defendant regarding the speed of the defendant's vehicle; or

(c) The defendant's vehicle has a greater operating or fuel-conserving efficiency at speeds greater than the reasonable and prudent speed under the conditions than existing or at speeds greater than the maximum lawful speed limit.

**1204. Stopping, standing or parking prohibited in specified places.**

(1) Except as otherwise provided in subsection (4) of this section, no person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or an official traffic control device, in any of the following places:

(a) On a sidewalk, except that parking of noncommercial motor vehicles and motorcycles shall be permitted on that portion of a street paved or surfaced for parking between the curb lines or the lateral lines of a roadway, and the adjacent property lines, not intended for the use of pedestrians unless official signs prohibit parking or parking thereon would interfere with the free movement of vehicular or pedestrian traffic or constitute a hazard;

(b) Within an intersection;

(c) On a crosswalk;

(d) Between a safety zone and the adjacent curb or within thirty feet of points on the curb immediately opposite the ends of a safety zone, unless the traffic authority indicates a different length by signs or markings;

(e) Alongside or opposite any street excavation or obstruction when stopping, standing, or parking would obstruct traffic;

(f) On the roadway side of any vehicle stopped or parked at the edge or curb of a street; provided, however, that this subparagraph (f) shall not prohibit the lawful parking or standing of any truck which has been issued a special freight loading permit authorizing such parking or standing pursuant to P.M.C. 15-1-10.

(g) Upon any bridge or other elevated structure upon a highway or within a highway tunnel;

(h) On any railroad tracks;

(i) On any controlled-access highway;

(j) In the area between roadways of a divided highway, including crossovers;

(k) At any other place where official signs prohibit stopping;

(l) In any restricted parking zone other than for the purpose specified on official signs marking such restricted zone and during the period of time for which the restrictions are effective, except that the driver of a passenger vehicle may stop momentarily therein for the purpose of and while actually engaged in the expeditious loading or unloading of passengers when such standing or stopping does not interfere with the type of vehicle or use for which the zone is reserved;

(m) Within an alley in such position as to block the driveway entrance to any abutting property;

(n) Within a bus stop or taxicab stand, if such violation impedes the business of any City Transit business such as, but not limited to, preventing buses from dropping off or picking up passengers or stopping on their routes, than the fine shall be no less than triple that of fines for this subsection.

(2) Except as otherwise provided in subsection (4) of this section, in addition to the restrictions specified in subsection (1) of this section, no person shall stand or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or an official traffic control device, in any of the following places:

(a) Within five feet of a public or private driveway;

(b) Within fifteen feet of a fire hydrant;

(c) Within twenty feet of a crosswalk at an intersection;

(d) Within thirty feet upon the approach to any flashing beacon or signal, stop sign, yield sign, or traffic control signal located at the side of a roadway;

(e) Within twenty feet of the driveway entrance to any fire station or, on the side of a street opposite the entrance to any fire station, within seventy-five feet of said entrance when properly signposted;

(f) At any other place where official signs prohibit standing.

(3) In addition to the restrictions specified in subsections (1) and (2) of this section, no person shall park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or official traffic control device, in any of the following places:

(a) Within fifty feet of the nearest rail of a railroad crossing;

(b) At any other place where official signs prohibit parking.

(c) Within an alley except during the necessary and expeditious loading and unloading of merchandise or freight.

(4)(a) Paragraph (a) of subsection (1) of this section shall not prohibit persons from parking bicycles or electrical assisted bicycles on sidewalks in accordance with the provisions of section 1412(11)(a) and (11)(b).

(b) Paragraph (f) of subsection (1) of this section shall not prohibit persons from parking two or more bicycles or electrical assisted bicycles abreast in accordance with the provisions of section 1412(11)(d).

(c) Subsections 2(a), 2(c), and 2(d) of this section shall not apply to bicycles or electrical assisted bicycles parked on sidewalks in accordance with section 1412(11)(a) and (11)(b).

(5) No person shall move a vehicle not lawfully under his control into any such prohibited area or away from a curb such distance as is unlawful.

(6) This local authority, with respect to highways under its jurisdiction, may place official traffic control devices prohibiting, limiting, or restricting the stopping, standing, or parking of vehicles on any highway where it is determined, upon the basis of a traffic investigation or study, that such stopping, standing, or parking is dangerous to those using the highway or where the stopping, standing, or parking of vehicles would unduly interfere with the free movement of traffic thereon. No person shall stop, stand, or park any vehicle in violation of the restrictions indicated by such devices.

(7) Any person who violates any provision of this section commits a class B traffic infraction.

(8) A political subdivision may not adopt or enforce an ordinance or regulation that prohibits the parking of more than one motorcycle within a space served by a single parking meter.

**1205. Parking at curb or edge of roadway.**

(1) Except as otherwise provided in this section, every vehicle stopped or parked upon a two-way roadway shall be so stopped or parked with the right-hand wheels parallel to and within twelve inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder.

(2) Except as otherwise provided by local ordinance, every vehicle stopped or parked upon a one-way roadway shall be so stopped or parked parallel to the curb or edge of the roadway in the direction of authorized traffic movement, with its right-hand wheels within twelve inches of the right-hand curb or as close as practicable to the right edge of the right-hand shoulder or with its left-hand wheels within twelve inches of the left-hand curb or as close as practicable to the left edge of the left-hand shoulder.

(3) On those streets which have been signed or marked by the traffic engineer, or other person so authorized, for angle parking, no person shall stop or park a vehicle other than at the angle to the curb or edge of the roadway indicated by such signs or markings. Such parking shall be with the front end of the vehicle nearest to and facing the curb or, in the event there is no curb, the enclosed end of the parking space, unless otherwise expressly permitted by posted signs.

(4) On those streets which have been marked by the traffic engineer, or other person so authorized, designating separate and distinct parking spaces indicated by appropriate markings upon the curb and/or the pavement of the street, no person shall park a vehicle in any such designated parking space so that any part of the vehicle occupies more than one space or protrudes beyond the markings designating said space.

(5) No person shall park a vehicle upon a roadway with the right-hand wheels parallel to the right-hand curb or right edge of the right-hand shoulder in such a manner as to leave available less than two feet of clearance between any other vehicle in front of or behind such vehicle when parked.

**1207. Opening and closing vehicle doors.**

(1) No person shall open the door of a motor vehicle on the side available to moving traffic unless and until it is reasonably safe to do so and can be done without interfering with the movement of other traffic; nor shall any person leave a door open on the side of a vehicle available to moving traffic for a period of time longer than reasonably necessary to load or unload passengers.

(2) No person shall open the door of a motor vehicle that is located on private property used by the general public for parking purposes unless and until such action can be done safely and without interfering with movement or passage of another vehicle.

**1407. Spilling loads on highways prohibited – prevention of spilling of aggregate, trash, or recyclables.**

(1) No vehicle shall be driven or moved on any street or highway in the City unless such vehicle is so constructed or loaded or the load thereon securely covered to prevent any of the vehicle's load from blowing, dropping, spilling, sifting, leaking or otherwise escaping therefrom, except that sand may be dropped for the purpose of securing traction, or water

or other substance may be sprinkled on a roadway in cleaning or maintaining such roadway.

(2.4) (a) A vehicle shall not be driven or oved on a highway if the vehicl is transporting trash or recyclables unless at least one of the following conditions is met:

(I) The load is ocvered by a tarp or other cover in a manner that prevents the load from blowing, dropping, shifting, leaking, or otherwise escaping from the vehicle;

(II) The vehicle utilized other technology that prevents the load from blowing, dropping, shifting, leaking, or otherwise escaping from the vehicle'

(III) The load is required to be secured under and complies with 49 CFR parts 329 and 393; or

(IV) The vehicle is loaded in such a manner or the load itself has physcial characteristics such that the contents will not escape from the vehicle. Such a load may include, but is not limited to, heavy scrap metal or hydraulically compressed scrap recyclables.

(b) Paragraph (a) of this subsection (2.4) shall not apply to a motor vehicle in the process of collecting trash or recyclables within a one-mile radius of the motor vehicle's last collection point.

(2.5) (a) No vehicle shall be driven or moved on any highway for a distance of more than one (1) mile if the vehicle is transporting aggregate material with a diameter of one inch or less unless:

(I) The load is covered by a tarp or other cover in a manner that prevents the aggregate material from blowing, dropping, sifting, leaking, or otherwise escaping from the vehicle; or

(II) The vehicle utilizes other technology that prevents the aggregate material from blowing, dropping, sifting, leaking, or otherwise escaping from the vehicle.

(b) Nothing in this subsection (2.5) shall apply to a vehicle:

(I) Operating entirely within a marked construction zone;

(II) Involved in maintenance of public roads during snow or ice removal operations; or

(III) Involved in emergency operations when requested by a law enforcement agency or an emergency response authority designated in or pursuant to section 29-22-102.

(2.7) For the purposes of this section:

(a) "Aggregate material" means any rock, clay, silts, gravel, limestone, dimension stone, marble, and shale; except that "aggregate material" does not include hot asphalt, including asphalt patching material, wet concrete, or other materials not susceptible to blowing.

(b) "Recyclables" means material or objects that can be reused, reprocessed, remanufactured, reclaimed, or recycled.

(c) “Trash” means material or objects that have been or are in the process of being discarded or transported.

(3)(a) Except as otherwise provided in paragraph (b) or (c) of this subsection (3), any person who violates any provision of this section commits a class B traffic infraction.

(b) Any person who violates any provision of this section while driving or moving a car or pickup truck without causing bodily injury to another person commits a class A traffic infraction.

(c) Any person who violates any provision of this section while driving or moving a car or pickup truck and thereby proximately causes bodily injury to another person commits a class 2 misdemeanor traffic offense.

(4) It shall be unlawful to spill, leak, drop, deposit, throw or dump any litter from any vehicle being driven or moved on any street or highway in the City. The term 'litter' as used herein means all rubbish, waste material, refuse, garbage, trash or other foreign substances, solids or liquid, of every form, size, kind and description.

(5) Whenever any load or litter is spilled, leaked, dropped, deposited, thrown or dumped from any vehicle in violation of subsection (1), (2) or (3) above, the operator of said vehicle is presumed to have caused or permitted the load or litter to be so spilled, leaked, dropped, deposited, thrown or dumped therefrom.

(6) Every person convicted of a violation of subsections (1), (2) or (3) of this section 1407 shall be punished by a minimum fine of not less than two hundred dollars ($200.00).

(7) Every person convicted of a violation of this section 1408 is required to pay any cost of cleanup, abatement, disposal, and the like including catagorizing and disposing of materials as required by law and plus twenty-five percent (25%) for incidental costs such as time, equipment (including equipement that is not available for other City funcitons) and administrative costs.

**1409. Compulsory Insurance.**

(1) No owner of a motor vehicle or low-powered scooter required to be registered in the State of Colorado shall operate the vehicle or permit it to be operated on the highways within the City when the owner has failed to have a complying policy or certificate of self-insurance in full force and effect as required by law.

(2) No person shall operate a motor vehicle or low-powered scooter on the highways within the City without a complying policy or certificate of self-insurance in full force and effect as required by law.

(3)(a) When an accident occurs, or when requested to do so following any lawful traffic contact or during any traffic investigation by a peace officer, no owner or operator of a motor vehicle or low-powered scooter shall fail to present to the requesting officer immediate evidence of a complying policy or certificate of self-insurance in full force and effect as required by law.

(b) As used in this section, "evidence of a complying policy or certificate of self-insurance in full force and effect" includes the presentation of such a policy or certificate upon a cell phone or other electronic device.

(4) Penalties:

(a) Any person who violates the provisions of Subsection (a), (b) or (c) of this Section commits a Class 2 municipal offense. The Municipal Court shall impose a fine of not less than three hundred dollars ($300.00) and the Municipal Court. The court may suspend up to one half of the fine upon a showing that appropriate insurance as required pursuant to Section 10-4-619 or 10-4-624, C.R.S., has been obtained. Nothing herein shall be construed to prevent the court from imposing a jail sentence or fine greater than the minimum mandatory fine.

(b) Upon a second or subsequent conviction under this Section within a period of five (5) years following a prior conviction under this section or under Section 42-4-1701 (3)(a)(II)(A), C.R.S., the defendant shall be punished by a minimum mandatory fine of not less than six hundred dollars ($600.00), and the Municipal Court shall not suspend such minimum fine. Nothing herein shall be construed to prevent the court from imposing a jail sentence or a fine greater than the minimum mandatory fine. The court or the court collections' investigator may establish a payment schedule for a person convicted of the provisions of subsection (1), (2), or (3) of this section, and the provisions of section 16-11-101.6, shall apply. The court may suspend up to one half of the fine upon a showing that appropriate insurance as required pursuant to Section 10-4-619 or 10-4-624, C.R.S., has been obtained.

(5) Testimony of the failure of any owner or operator of a motor vehicle or low-powered scooter to present immediate evidence of a complying policy or certificate of self-insurance in full force and effect as required by law, when requested to do so by a peace officer, shall constitute prima facie evidence, at a trial concerning a violation charged under subsection (1) or (2) of this section, that such owner or operator of a motor vehicle violated subsection (1) or (2) of this section.

(6) A person charged with violating subsection (1), (2), or (3) of this section shall not be convicted if the person produces in court a bona fide complying policy or certificate of self-insurance that was in full force and effect as required by law at the time of the alleged violation. The court clerk's office may dismiss the charge if it verifies that the person had a valid policy in effect at the time of the alleged violation using the uninsured motorist identification database created in section 42-7-602.

(8.5) If an operator of a motor vehicle or low-power scooter uses a cell phone or other electronic device to present evidence of a complying policy or certificate of self-insurance in full force and effect, as described in paragraph (b) of subsection (3) of this section:

(a) The law enforcement officer to whom the operator presents the device shall not explore the contents of the cell phone or other electronic device other than to examine the operator's policy or certificate of self-insurance; and

(b) The law enforcement officer to whom the operator presents the device and any law enforcement agency that employs the officer are immune from any civil damages resulting from the officer dropping or otherwise unintentionally damaging the cell phone or other electronic device.

**1417. Skateboard use, on sidewalks.**

(1) No person shall ride or use a skateboard, or similar device, on a sidewalk, or in a sidewalk area, within a business district anywhere in this municipality.

(2) When signs are erected giving notice thereof, no person shall ride or use a skateboard or similar device upon a sidewalk.

(3) Whenever any person is riding or using a skateboard or similar device upon a sidewalk, such person shall yield the right-of-way to any pedestrian.

**1418. Obstruction of the public way.**

(1) A person commits the offense of obstruction of a public way if without legal privilege he intentionally, knowingly or recklessly obstructs a street, highway, sidewalk or sidewalk area.

(2) For the purpose of this subsection, 'obstruct' means to render impassable or to render passage or use unreasonably inconvenient or hazardous. Any object of sufficient size to pose any degree of danger whatsoever to the travelling public which occupies a street, highway, sidewalk or sidewalk area between the hours of sunset and sunrise is deemed to be hazardous if the object or any barricade surrounding the object does not have adequate illumination or adequate retroreflective material so as to make the object or barricade visible from all directions at night.

**1707. Summons and complaint or penalty assessment notice for traffic offenses - release - registration.**

(1) Whenever a person commits a violation of this Code other than a violation for which a penalty assessment notice may be issued in accordance with the provisions of section 1701 and the Coloraod Municpal Court Rules of Procedure, and such person is not required by the provisions of section 1705(5)(a), and such person is not required by the provisions of section 42.4.1705, to be arrested and taken without unnecessary delay before a municipal judge, the peace officer may issue and serve upon the defendant a summons and complaint which shall contain the name and address of the defendant, the license number of the vehicle involved, if any, the number of the defendant's driver's license, if any, a citation of the code alleged to have been violated, a brief description of the offense, the date and approximate location thereof, and the date the summons and complaint is served on the defendant; shall direct the defendant to appear in a specified court at a specified time and place; shall be signed by the peace officer, either handwritten or by way of printed, stamped or typed last name and badge number of the peace officer; and shall contain a place for the defendant to execute a written promise to appear at the time and place specified in the summons portion of the summons and complaint.

(2) If a peace officer issues and serves a summons and complaint to appear in any court upon the defendant as described in subsection (1) of this section, any defect in form in such summons and complaint regarding the name and address of the defendant, the license number of the vehicle involved, if any, the number of the defendant's driver's license, if any, the date and approximate location thereof, and the date the summons and complaint is served on the defendant may be cured by amendment at any time prior to trial or any time before verdict or findings upon an oral motion by the prosecuting attorney after notice to the defendant and an opportunity for a hearing. No such amendment shall be permitted if substantial rights of the defendant are prejudiced. No summons and

complaint shall be considered defective so as to be cause for dismissal solely because of a defect in form in such summons and complaint as described in this subsection (2).

(3)(a) Whenever a penalty assessment notice for a misdemeanor, petty offense, or misdemeanor traffic offense is issued pursuant to section 42-4-1701(5)(a), the penalty assessment notice that the peace officer serves upon the defendant must contain the name and address of the defendant, the license number of the vehicle involved, if any, the number of the defendant's driver's license, if any, a citation of the statute alleged to have been violated, a brief description of the offense, the date and approximate location of the offense, the amount of the penalty prescribed for the offense, the amount of the surcharges pursuant to sections 24-4.1-119(1)(f), 24-4.2-104(1), and 24-33.5-415.6, the number of points, if any, prescribed for the offense pursuant to section 42-2127, and the date the penalty assessment notice is served on the defendant; must direct the defendant to appear in a specified municipal court at a specified time and place in the event the penalty and surcharges are not paid; must be signed by the peace officer; and must contain other information as may be required by law to constitute the penalty assessment notice to be a summons and complaint if the prescribed penalty and surcharges are not paid within the time allowed in section 42-4-1701.

(a.5) A penalty assessment notice issued and served pursuant to paragraph (a) of this subsection (3) on a minor under the age of eighteen years shall also contain or be accompanied by a document containing:

(I) A preprinted declaration stating that the minor's parent or legal guardian has reviewed the contents of the penalty assessment notice with the minor;

(II) Preprinted signature lines following the declaration on which the reviewing person described in subparagraph (I) of this paragraph (a.5) shall affix his or her signature and for a notary public to duly acknowledge the reviewing person's signature; and

(III) An advisement to the minor that:

(A) The minor shall, within seventy-two hours after service of the penalty assessment notice, inform his or her parent or legal guardian that the minor has received a penalty assessment notice;

(B) The parent or legal guardian of the minor is required by law to review and sign the penalty assessment notice and to have his or her signature duly acknowledged by a notary public; and

(C) Noncompliance with the requirement set forth in sub-subparagraph (B) of this subparagraph (III) shall result in the minor and the parent or legal guardian of the minor being required to appear in court pursuant to sections 42-4-1710(1) (b), 42-4-1710(1.5), and 42-4-1716(4).

(b) One copy of said penalty assessment notice shall be served upon the defendant by the peace officer and one copy sent to the supervisor within the department and such other copies sent as may be required by rule of the department to govern the internal administration of this article between the department and the Colorado state patrol.

(4)(a) The time specified in the summons portion of said summons and complaint must be at least twenty days after the date such summons and complaint is served, unless the defendant shall demand an earlier court appearance date.

(b) The time specified in the summons portion of said penalty assessment notice shall be at least thirty days but not more than ninety days after the date such penalty assessment notice is served, unless the defendant shall demand an earlier court appearance date.

(5) The place specified in the summons portion of said summons and complaint or of the penalty assessment notice shall be the Pueblo Municipal Court.

(6) If the defendant is otherwise eligible to be issued a summons and complaint or a penalty assessment notice for a violation of this title 42 punishable as a misdemeanor, petty offense, or misdemeanor traffic offense and if the defendant does not possess a valid Colorado driver's license, the defendant, in order to secure release, must receive information on the penalty assessment notice or summons and complaint that directs the defendant to appear at a specified municipal court at a specified time and place in the event the penalty and surcharges are not paid, and other information that may be required by law to constitute the penalty assessment to be a summons and complaint if the prescribed penalty and surcharges are not paid within the time allowed in section 42-4-1701. If the defendant does possess a valid Colorado driver's license, the defendant must not be required to execute a promise to appear on the penalty assessment notice or on the summons and complaint. The peace officer shall not require any person who is eligible to be issued a summons and complaint or a penalty assessment notice for a violation of this title 42 to produce or divulge such person's social security number.

(7) Any officer violating any of the provisions of this section is guilty of misconduct in office and shall be subject to removal from office.

**Sec. 15-1-5. Drag racing; speed or acceleration exhibit.**

(a) It shall be unlawful for any person to use any street for a drag or acceleration contest under circumstances where said contest presents a hazard to persons or property, or under circumstances where no hazard to the drivers or other condition requires such speed or acceleration. For purposes of this Section, such contest shall mean any circumstances where two (2) or more drivers shall, while approximately side by side, rapidly accelerate from a stopped or moving position with intent to race.

(b) It shall be unlawful for any person to use any street for a speed or acceleration exhibit to himself, herself or another under circumstances where such exhibit presents a hazard to persons or property, or under circumstances where no hazard to the driver or other condition requires such speed or acceleration. For purposes of this Section, such exhibit shall mean where any driver rapidly accelerates from a stopped or moving position with intent to exhibit to himself, herself or another the speed or acceleration of a vehicle.

(c) In any prosecution for a violation of Subsections (a) or (b) above, the intent to engage in a speed or acceleration contest or to exhibit the speed or acceleration of a vehicle may be shown from the surrounding circumstances, which circumstances may include but shall not be limited to spinning of tires, excessive acceleration of the motor of a vehicle, squealing of tires, pavement markings left by sudden changes in the speed of tires, or rapid and abrupt changes in the speed of a vehicle, or from the admissions of the driver or drivers, or from both such circumstances and admissions.

(d) The subsections set forth above shall not apply to authorized and licensed racecourses, or other areas specifically set aside and supervised by the Police Department for racing or exhibits.

**Sec. 15-1-6. Motorized vehicles in certain areas.**

(a) As used in this Section, the term *motorized vehicle* shall mean any self-propelled device capable of transporting persons or property, including but not limited to electric and gas vehicles, except that such term shall not include motorized wheelchairs or mobility assisting devices used by persons with mobility handicaps.

(b) Except as otherwise provided in Subsection (c) of this Section, it shall be unlawful for any motorized vehicle to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director.

(c) This Section shall not apply to the operation of a motor vehicle upon any designated street or highway which passes through a City-owned park or recreation area and upon which the operation of motorized vehicles is not expressly prohibited by posted signs or by the provisions of this or any other ordinance of the City.

(d) It is lawful for electrical assisted bicycles, electrical assisted scooters, segways, or other human powered vehicles to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of the river trail or bike path system in accordance with City Code Section 10-1-13(a)(3).

(e) It is unlawful for persons operating electrical assisted bicycles, electrical assisted scooters, segways, or other human powered vehicles to exceed twenty (20) miles per hour or any posted speed limits in any City-owned Park or recreation area or upon any area designated or posted as part of the river trail or bike path system.

(f) It shall be unlawful for any Class 3 electrical assisted bicycle, as defined by the November 2024 Revision 1.0 Model Traffic Code incorporated by City Code Section 15-1-1, to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director. For the avoidance of doubt, a "Class 3 electrical assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight (28) miles per hour.

**Sec. 15-1-7. Usage of medians.**

(a) It shall be unlawful for any person to access, use, occupy, congregate, or assemble on or about any median that has been posted with a sign pursuant to this section prohibiting such access, use, or occupancy.

(b) Determination and Signage:

(1) The Traffic Engineer may prohibit pedestrian access to or use or occupancy of any median that is not designed or suitable for pedestrian use, by erecting and posting a sign on such median prohibiting such access, use, or occupancy.

(2) Signage must be reasonably posted to provide notice, but is not required to, be visible from every position on the median.

(c) Definitions. For purposes of this section:

(1) "Median that is not designed or suitable for pedestrian use" shall mean any median that is located on any higher speed and higher volume roadway within the City, and that does not possess a flat area of at least four (4) feet in width the length of the median from one median-endpoint to the opposite-median endpoint. The width is measured from face-of-curb to face-of-curb if a raised median, or edge-of-asphalt to edge-of-asphalt if a depressed median.

(2) "Flat" shall mean having a cross slope of eight (8) percent or less, consistently from one median-endpoint to the opposite median-endpoint. Such surfaces must be uniform, and will not include surfaces composed of loose river stones, cobblestones, or other substances that make tripping or injury more likely.

(3) "Higher speed roadway" shall mean a roadway with a speed limit of thirty-five (35) miles per hour or greater.

(4) "Higher volume roadway" shall mean a roadway classified as a Freeway, Expressway, Principal Arterial, or Minor Arterial on the Pueblo Roadway Development Plan.

(5) "Median" shall mean the area between two (2) roadways of a divided street or highway, measured from the edge of the traveled way to the edge of the traveled way, including areas between traffic lanes for control of vehicular movements. Such an area may be physically defined by curbing, landscaping, or other physical obstacle to vehicle use of the area, or by traffic control markings (also known as a painted median).

(d) Affirmative Defenses. It is an affirmative defense to a violation of this section if a person:

(1) Is waiting to cross the roadway at the next pedestrian signal, or in the absence of a pedestrian signal, when traffic has cleared or yielded.

(2) Obtained a permit or license from the City to access the median, including a special use permit for use of the street.

(3) Was authorized by the City or State to access the median for maintenance, repair, or building purposes.

(4) Was a local, state or federal officer engaged in the performance of their official duties.

(e) A violation of this Section is strict liability in nature. No culpability or mens rea of any type or degree shall be required for a violation of this Section.

(f) It shall be unlawful and a Class 2 municipal offense for any person to access, use, occupy, congregate, or assemble on or about any median that has been posted with a sign pursuant to this Section. However, a first offense under this Section will only be liable for a maximum fine of fifty dollars ($50.00). Subsequent fines and penalties for violations under this Section will be at the discretion of the Court.

**Sec. 15-1-8. School crossing guard program.**

The Mayor shall annually recommend to the City Council, as part of the City budget process, any fees that may be assessed under Section 15-1-2(f), and the appropriation of such fees to fund any pedestrian safety program for school crossing guards.

**Sec. 15-1-8. Parking of heavy and unlicensed vehicles.**

(a) No person shall park any vehicle carrying or designed to carry a load of one ton or more or any trailer or semitrailer whatsoever on any street in a residential district for a period of time longer than thirty minutes between the hours of 8:00 p.m. and 7:00 a.m.

(b) It shall be unlawful for any person to park or cause to be parked an unlicensed vehicle on any public property, including any portion of a street or highway right-of-way.

(c) An unlicensed vehicle left on public property, including any portion of a street or highway right-of-way, for a period longer than seventy-two hours, shall be removed and sold in accordance with the procedures set forth in Sections 1801 and 1802 of this Code.

(d) 'Unlicensed vehicle' means a vehicle which does not have displayed thereon license plates of the registration period to which they pertain and includes a vehicle without license plates as well as a vehicle with expired license plates.

**Sec. 15-1-10. Owner liability for traffic signal camera violations.**

(a) As used in this Section:

(1) *Traffic signal camera* shall mean a type of automatic vehicle identification device operated under the general supervision of a police officer, that is placed in a fixed location at a signalized intersection within the City and which is wired and programmed to automatically photograph or digitally record the intersection and vehicles entering said intersection after a steady circular red signal or a steady red arrow signal has been displayed to such vehicles, and to record and accurately depict the vehicle's location within the intersection, the vehicle's license plate, the driver of the vehicle, the date and time of the event depicted and the elapsed time from the display of said signal.

(2) *Owner* shall have the meaning provided in the Model Traffic Code November 2024 revision 1.0 Appendices Definitions (66).

(3) *Person* shall mean natural persons, corporations, partnerships, limited partnerships and limited liability companies.

(b) The Chief of Police and the Traffic Engineer are authorized and directed to deploy traffic signal cameras at one (1) or more intersections within the City for the purpose of detecting noncompliance with traffic control devices at such intersections. Traffic signal cameras shall not be used until and unless there is posted an appropriate sign in a conspicuous place not less than a reasonable distance before the area where the traffic signal camera is to be used, notifying the public that an automated vehicle identification device is in use ahead. The intersections at which traffic signal cameras are deployed may be changed from time to time among signalized intersections within the City which have high traffic volume, have above-average accident experience and have experienced injury-producing accidents.

(c) The owner of a vehicle shall be liable for a civil penalty imposed as provided in this Section if such vehicle was used or operated with the permission of the owner, express or implied, in violation of Section 604(1)(c) of the Model Traffic Code, and such violation is evidenced by

information obtained from a traffic signal camera; provided, however, that no owner of a vehicle shall be liable for a penalty imposed pursuant to this Section where the operator of such vehicle has been convicted of the underlying violation of Section 604(1)(c) of the Model Traffic Code.

(d) Proof that a particular vehicle, identified by its license plate tag or tags in a photograph or digitally recorded image produced by a traffic signal camera, is registered to a person, as shown in records of the Colorado Department of Revenue, Motor Vehicle Division, or of the County Clerk and Recorder, or of the vehicle registration authority for any other state in which a vehicle is found to be registered, shall constitute prima facie evidence that said person is the owner of said vehicle.

(e) Neither payment of the civil penalty assessed pursuant to a civil penalty assessment notice issued under this Section, imposition of liability under this Section by appearance and payment before the Pueblo Municipal Court, nor imposition of liability under this Section determined upon hearing before a Judge or Magistrate of the Municipal Court shall be deemed a conviction as an operator or driver. A record relating to the same shall not be transmitted to the Colorado Department of Revenue as any matter bearing upon the driving record of the person upon whom such liability is imposed, nor shall it be used for insurance purposes in the provision of motor vehicle insurance coverage or determination of the premium therefor.

(f) The following procedures shall be followed with respect to imposition of civil penalties under this Section:

(1) A civil penalty assessment notice shall be sent by first class mail to each person alleged to be liable as an owner for a violation recorded by a traffic signal camera of Section 604(1)(c) of the Model Traffic Code. The notice shall be addressed to the registered owner of the vehicle, shall state the name and address of the person alleged to be liable as an owner pursuant to this Section, the registration number of the vehicle involved in the violation, the location where the violation occurred, the date and time of such violation and the identification of the traffic signal camera which recorded the violation, and shall be signed by a police officer or reserve police officer who has reviewed the photographic and other information recorded by the traffic signal camera and examined appropriate vehicle registration records and, based thereon, has reasonable grounds for believing that said owner is liable for the civil penalty assessment as provided by this Section. The notice shall state the amount of the penalty assessment and shall advise the alleged owner that the alleged owner must respond to the notice by either appearance before the Traffic Violations Bureau on or before a date stated in the notice to pay the assessment or request an adjudicatory hearing to contest the liability alleged in the notice, or by mailing payment of the penalty assessment amount to the Traffic Violations Bureau on or before said date. The notice shall advise the alleged owner of the provisions of Subsections (c) and (e) of this Section. The notice shall also contain a warning to advise the person charged that failure to contest in the manner and time provided shall be deemed an admission of civil liability and that a default judgment may be entered thereon.

(2) If the person to whom the civil penalty assessment notice has been mailed fails to pay the civil penalty assessment or respond to the notice by timely seeking a hearing, the Clerk of the Municipal Court or Traffic Violations Bureau shall send another notice by certified mail, return receipt requested, to such person, warning him or her that in the event such notice is disregarded for a period of twenty (20) days from date of mailing, default judgment will be entered.

(3) If a hearing is timely requested to contest liability under this Section, adjudication of the liability imposed upon owners by this Section shall be by the Municipal Judge, or one (1) of the Assistant Municipal Judges, sitting as an administrative hearing officer for the Traffic Violations Bureau. In hearings to determine liability under this Section, it shall be the City's burden to prove liability by a preponderance of evidence. The proceedings shall be conducted informally without strict adherence to the rules of evidence, provided that testimony and exhibits received and considered shall have sufficient indicia of authenticity and reliability so as to constitute competent evidence.

(4) If an owner receives a civil penalty assessment notice pursuant to this Section for any time period during which the vehicle was reported to the Police Department as having been stolen, it shall be a valid defense to an allegation of liability for a violation of Section 604(1)(c) of the Model Traffic Code pursuant to this Section that the vehicle had been reported to the police as stolen prior to the time the violation occurred and had not been recovered by such time. For purposes of asserting the defense provided by this Subparagraph (4), it shall be sufficient that a certified copy of the police report on the stolen vehicle be sent by first class mail to the Traffic Violations Bureau or Municipal Court.

(5) An owner who is a lessor of a vehicle to which a civil penalty assessment notice was issued pursuant to this Section shall not be found liable, provided that he or she sends to the Traffic Violations Bureau or Municipal Court a copy of the rental, lease or other such contract document covering such vehicle on the date of the violation, with the name and address of the lessee clearly legible, within thirty (30) days after receiving the first civil penalty assessment notice of the date and time of such violation, together with the other information contained in the civil penalty assessment notice. Failure to send such information within such thirty-day time period shall render the owner liable for the penalty prescribed by this Section. Where the lessor complies with the provisions of this Subparagraph (5), the lessee of such vehicle on the date of such violation shall be deemed to be the owner of such vehicle for the purposes of this Section, shall be subject to liability for the violation of Section 604(1)(c) of the Model Traffic Code pursuant to this Section and shall be sent a civil penalty assessment notice pursuant to Subparagraph (f)(1) of this Section.

(6) In the event a person to whom a civil penalty assessment notice has been sent pursuant to Subparagraph (2) above fails to pay the assessment or otherwise respond, the Clerk of the Municipal Court shall enter default judgment which identifies the vehicle involved in the violation and transmit the same to the Police Department.

(g) Nothing in this Section shall be construed to limit the liability of an operator or driver of a vehicle for any violation of Section 604(1)(c) of the Model Traffic Code.

(h) The civil penalty assessed to owners under this Section shall be an amount of not less than fifty dollars ($50.00) nor more than seventy-five dollars ($75.00) for each violation. The presiding Municipal Judge shall adopt and include with the schedule of designated fines adopted under Section 15-1-2 of this Chapter a designated schedule for civil penalty assessments imposed under this Section; provided that, until the first such adoption of a designated schedule for civil penalty assessments imposed under this Section, the scheduled assessment shall be seventy-five ($75.00) for each violation, and provided further that any failure of the presiding judge thereafter to annually adopt such a schedule of designated civil penalty assessments shall not in any way invalidate the civil penalty established herein or in any such schedule previously adopted.

(i) In order to implement this Section, the Purchasing Agent is authorized to solicit and award an annual contract to a vendor of traffic signal camera systems for equipment,

installation, maintenance, film development and preliminary processing of penalty assessments; provided, however, that the following requirements shall apply:

(1) No portion of any fine or civil penalty collected through the use of the system may be paid to any manufacturer or vendor of the automated vehicle identification system equipment;

(2) The selection of a vendor shall be by competitive proposal process;

(3) No penalty assessment notice prepared by any vendor shall be mailed or served upon an owner until the notice and information upon which it has been based has been individually reviewed and approved by a City peace officer who signs his or her name upon the notice.

**Sec. 15-1-11. Standing, parking or storing of major recreational equipment prohibited.**

(a) It shall be unlawful for any person to stand or park any major recreational equipment on any street or street right-of-way in a residential district anywhere within the City other than for the loading or unloading thereof.

(b) Notwithstanding any other ordinance it shall be unlawful to park any major recreational equipment on any street or street right-of-way for more than 24 hours in any seven-day period. This amount of time shall be cumulative and need not be consecutive and shall apply to all streets, highways or roadways within the City whether or not the vehicle is moved from one location to another during that seven-day period.

(c) It shall be unlawful for any person to stand, park or store any major recreational equipment anywhere within the City in such a manner as to obstruct or interfere with the view of any intersection or official traffic control device.

(d) Major recreational equipment shall be defined as recreational equipment including boats and boat trailers, travel trailers, pickup campers or coaches (designed to be mounted on automotive vehicles), motorized dwellings, tent trailers and the like, and cases or boxes used for transporting recreational equipment, whether occupied by such equipment or not.

**Sec. 15-1-10. Standing in freight curb loading zone; permits.**

(a) No person shall stop, stand or park a vehicle for any purpose or length of time in any place marked as a freight curb loading zone, during the hours designated other than a vehicle regularly licensed as a truck by the State of Colorado, except on procurement of a freight curb loading zone permit as provided below. Such zone shall be occupied only for the expeditious loading and unloading of materials and in no case shall the stop exceed fifteen minutes except upon written permission from the chief of police or his authorized representative.

(b) The chief of police is authorized to issue special permits to permit the backing of a vehicle at right angles to the curb for the purpose of loading or unloading of merchandise or material subject to the terms and conditions of such permit. The chief of police is also authorized to issue special freight loading permits in accordance with the provisions and limitations of this Code.

(c) The chief of police is hereby authorized to issue a freight-curb loading permit or special freight loading permit specific to identified vehicles, employed by any person operating a

business, the nature of which requires the use of such zones for loading and unloading, delivering and picking up of materials or merchandise. A twenty-five-dollar fee shall be charged for each such permit, which permit shall expire at the end of each calendar year but which may be reissued for the ensuing year.

(d) Application for such permit shall be in writing and contain such information as the chief of police may require.

(e) Permits issued pursuant to this section shall be carried in the vehicle at all times and displayed in the left portion of the windshield when such vehicle is occupying a freight curb loading zone or parking or standing pursuant to a special freight loading permit.

**Sec. 15-1-12. Permits for loading zones.**

Whenever special permits are issued, as authorized in P.M.C. 15-1-13, to establish or control the use of loading zones or to allow the backing, parking or standing of a vehicle for the purpose of loading or unloading merchandise or materials subject to certain conditions, no permittee or other person shall violate any of the special terms of any such permit.

**Sec. 15-1-13. Parking permits for metered and limited time parking zones.**

(a) It shall be unlawful for any person to park any vehicle in a metered zone without first having deposited the proper payment therein or without displaying a permit to park without the deposit of such payment.

(b) It shall be unlawful for any person to park any vehicle for a period in excess of the permitted parking time allowed in any limited time parking zone without displaying a permit to park without regard to the permitted parking time in said zone.

(c) The Director of Public Works or his or her authorized representative is hereby authorized to issue a permit to park in a metered parking area without placing a payment in said meter, and to issue a permit to park in a limited time parking zone without regard to the permitted parking time in said zone, upon the payment of such fee and upon such terms and conditions as shall hereinafter be set forth.

(d) Such permit shall be in such form as shall be determined by the chief of police or his authorized representative, and he shall maintain a record of the persons to whom such permit is issued, the amount of the fee paid, the amount of deposit received and the date the permit shall be surrendered and the deposit refunded.

(e) The following persons or classes of persons shall be authorized by the chief of police or his authorized representative to obtain and use parking permits for the purposes herein stated:

(1) Any building contractor licensed as such by the City of Pueblo while in the performance of construction, demolition or remodeling.

(2) Emergency service vehicles while in the performance of emergency service.

(3) Curbside displays or public promotions for special occasions including religious, charitable, civic and festive occurrences or celebration of or promoting some event of religious, national, state or civic significance; provided, however, that no

advertising of a commercial nature shall be permitted in any curbside display or public promotion.

(4) Members of the press employed by a radio or television news department, or newspaper of general circulation while in the performance of their duties.

(f) Before such permit shall be issued, the applicant therefor shall pay a deposit of the amount sufficient to replace the permit in the event the same shall be lost or stolen, but in no event shall such deposit be less than ten dollars. Such deposit shall be refunded upon return of the permit to the chief of police within the time stated in the same condition as issued, reasonable wear and tear excepted. Such deposit shall not be required in the event a paper permit, stamped with the effective date or dates, shall be issued.

(g) No permit shall be issued for less than one calendar day. The fees for such permit shall be payable in advance as follows:

(1) For one calendar day or fraction thereof: not to exceed Three dollars per day.

(2) For one calendar week or fraction thereof: not to exceed Five dollars per week.

(3) For one calendar month or fraction thereof: not to exceed Ten dollars per month.

(4) For one calendar year or fraction thereof: not to exceed Forty dollars per year.

(5) Such fee shall be in lieu of all other parking fee revenues payable by the holder of such permit for one vehicle owned or operated by the holder of such permit and parked in a metered or zoned parking area for the purpose for which such permit is issued; provided, however, that this Code shall at all times be construed as a regulatory measure and not as a rental or revenue-producing measure for use of the public street. It shall be unlawful for any person to use such permit upon any date not expressly authorized at the time of issuance thereof, or in any parking area specifically prohibited in writing at the time of issuance thereof or prohibited by appropriate signs properly posted, in such parking area or without having first paid the required fee therefor.

(h) Elected officials of the City and of the County of Pueblo, the Mayor of the City of Pueblo and the county manager of Pueblo County shall be issued parking permits for use only while in the performance of their official duties. There shall be no fee for permits issued as provided by this subsection; however, all other requirements of this section shall apply.

(i) It shall be unlawful for any person to use such permit other than as provided herein or for an automobile, equipment or vehicle other than that used in his business. Upon conviction of any violation of this section, the permit issued hereunder shall be declared void and shall be surrendered to the chief of police or his authorized representative, and all unused fees and deposits paid for the use of such permit shall be forfeited without further notice or action. The applicant shall not thereafter be eligible for a new permit for a period of thirty days after the first conviction, ninety days after the second conviction, and twelve months after the third and all subsequent convictions.

**Sec. 15-1-14. Parking for certain purposes prohibited**

No person shall park a vehicle upon a roadway, street or highway for the principal purpose of:

(1) Displaying such vehicle for sale;

(2) Washing, greasing, painting or repairing such vehicle except repairs necessitated by an emergency; or

(3) Displaying advertising.

**Sec. 15-1-15. Parades.**

(a) Purpose and Legislative Intent. Free speech is a fundamental right of the American people, and the provisions of this section shall be broadly interpreted to support this right. The purpose of this ordinance is to place reasonable and necessary time, place and manner restrictions upon use of the City's streets for the purpose of protecting the public safety and welfare. The City official or officials responsible for issuance of a permit under this section shall be authorized to suspend the application of any particular section of this chapter or waive compliance with any of the stated requirements, including payment of fees or provision of insurance where such requirements potentially inhibit the exercise of Constitutional Rights.

(b) Definitions. As used in this chapter:

a. "Assembly" means a gathering of people for the purpose of presenting or viewing an exhibition, theatrical presentation, dance or other public, political or religious event, held on any public street, highway, alley, sidewalk or publicly owned parking lot.

b. "Chief of police" shall mean the Chief of Police of the Pueblo Police Department or his or her designated representative.

c. "Mayor" shall mean the Mayor of the City of Pueblo or his designated representative.

d. "Motorcade" means an organized procession containing 10 or more motor vehicles, except funeral processions, upon any public street, highway, sidewalk, alley, or publicly owned parking lot.

e. "Organize" shall mean to arrange systematically as an individual or with a committee or group for harmonious or united action.

f. "Parade" means a march or procession consisting of people, animals, bicycles, vehicles, or any combination thereof except funeral processions, upon any public street, highway, sidewalk, alley or publicly owned parking lot which does not comply with normal and usual traffic regulations or controls

g. "Parade permit" shall mean the parade permit required by this subsection.

h. "Parade unit" shall mean any vehicle, animal or object used to transport a person who is participating in a parade.

i. "Permit holder" shall mean a person issued a parade permit pursuant to the article.

j. “Traffic control personnel” shall mean certified peace officers or other persons assigned by the Chief of Police engaged to provide control of the flow of both non-participant and participant pedestrians and vehicles so as to minimize the traffic congestion and to maintain traffic flow at permitted events.

k. “Run” means an organized racing event comprised of 10 or more persons on foot, bicycles, wheelchairs, beds, or any other nonmotorized vehicles or combinations thereof upon a public street, highway, sidewalk, alley or publicly owned parking lot.

(c) This subsection shall not apply to:

a. The movement of persons in an orderly, formal manner from a point of origin to a point of termination on a sidewalk, so long as the movement does not impede the normal flow of pedestrian or vehicular traffic; or

b. A public assemblage that does not involve the movement of persons in an orderly, formal manner from a point of origin to a point of termination.

(d) This subsection shall not apply to:

a. The movement of persons in an orderly, formal manner from a point of origin to a point of termination on a sidewalk, so long as the movement does not impede the normal flow of pedestrian or vehicular traffic; or

b. A public assemblage that does not involve the movement of persons in an orderly, formal manner from a point of origin to a point of termination.

(e) No person shall organize any parade without having first obtained a parade permit.

(f) Application for permit.

a. A person seeking issuance of a parade permit shall file an application with the Chief of Police on forms provided by such officer.

b. The permit application shall be submitted no less than 30 days prior to the start of the event unless the 30-day time period is reduced or waived by the Mayor or designee. The application shall be on a form provided by the City and shall include, but not be limited to, the following:

i. The name, address, and telephone number of the person seeking to conduct the parade;

ii. Where the parade is to be held for or by an entity, rather than an individual, the name, address, telephone number of the entity and the name, address, and telephone number of the head of the entity;

iii. Where the parade is to be held by or for any person other than the applicant, documentation evidencing authority to make the application;

iv. The name, address, and telephone number of the person who will be the parade chairman and who will be responsible for its conduct;

v. The date the parade will be conducted;

vi. The location of the assembly area, the starting point of the parade, the route of the parade, the ending point of the parade, and the location of the disbanding area;

vii. The approximate number of persons who will participate in the parade;

viii. The approximate number of parade units that will be included in the parade and a description of those parade units;

ix. The approximate number of animals and the type of animals that will be included in the parade;

x. The time when the parade will begin and end;

xi. A statement as to whether the parade will occupy all or only a portion of the width of the streets proposed to be used;

xii. The time at which units of the parade will arrive at the assembly area;

xiii. The purpose of the parade;

xiv. Any other information which the Chief of Police finds necessary for an evaluation of the request under the standards for issuance set forth in the Pueblo Municipal Code.

xv. The application shall be accompanied by a fee of one hundred fifty dollars ($150.00). In the event the organizers of an event cannot provide payment with the application, an organizer may submit an affidavit attesting that he or she will provide payment within fifteen (15) business days of the date of the submission of the application. Failure to provide payment will trigger the surety bond requirement in Subsection 1307 for future parade events by the organizers and the organizer signing the affidavit shall become personally responsible for payment. The application fee shall be waived by the Chief of Police upon receipt of a verified statement from the permit holder that the parade's purpose is First Amendment expression and that the payment of the application fee is so financially burdensome that it would constitute an unreasonable restraint on the right of First Amendment expression.

(g) Standards for issuance

a. The Chief of Police shall uniformly treat each application in a just, fair, and nondiscriminatory manner bearing in mind that the time, place, duration, and manner of use of the public street, parks, and other public ways and places for parades shall be subordinated to the public safety, comfort and convenience, the maintenance of order, and avoidance of congestion. The Chief of Police shall issue a permit when, from consideration of the application, he finds that:

i. The conduct of the parade will not substantially interrupt the safe and orderly movement of other traffic near its route;

ii. The conduct of the parade will not require the diversion of so great a number of police officers of the City to properly police the line of movement and the areas near there as to prevent normal police protection of the City;

iii. The conduct of such parade will not require the diversion of so great a number of ambulances as to prevent normal ambulance service to portions of the City other than that to be occupied by the proposed line of march and areas near there;

iv. The concentration of persons, animals and parade units at assembly and disbanding points of the parade will not unduly interfere with proper fire and police protection of, or ambulance service to, areas near such assembly or disbanding areas;

v. The conduct of such parade will not interfere with the movement of firefighting equipment en route to a fire;

vi. The parade is scheduled to move from its point of origin to its point of termination without unreasonable delays en route;

vii. The proposed parade, motorcade, run or assembly will not jeopardize life and/or property;

viii. The applicant has fulfilled the requirements of this subsection; and

ix. The event does not conflict with a previously scheduled event that is scheduled to:

1. Occur at the same time and place; or

2. Occur at the same time, though at a different location or along a route that crosses over or conflicts with previously scheduled events.

(h) The Chief of Police or designee shall approve, approve as amended, or disapprove all applications not less than fifteen (15) days prior to the proposed event, with any disapprovals or conditions placed upon a permit being provided to the applicant in writing. Decisions on approvals or conditions placed upon permits under this section shall be made without regard to the message, purpose or content of speech presented at the event.

(i) Denial Procedure.

a. A permit may be conditioned, amended or denied upon written findings that:

i. The time, route and size of the assembly, motorcade, parade or run will unreasonably and unsafely disrupt the movement of other vehicular or pedestrian traffic;

ii. The assembly, motorcade, parade or run is of a size or nature that requires the diversion of so great a number of law enforcement officers of the City to properly police the line of movement and the areas contiguous thereto that

allowing the assembly, motorcade, parade or run would deny reasonable law enforcement protection to the City;

iii. Such assembly, motorcade, parade or run will interfere with another assembly, motorcade, parade or run for which a permit has been issued; or

iv. The assembly, motorcade, parade or run will impact principal arterial streets or minor arterial streets, as defined in this code, so that the arterial streets may become congested, so that police response or emergency vehicle access will be delayed, or so that entrances or exits to interstate highways would be blocked or congested.

b. Based upon the factors stated in this section, it is within the discretion of the Chief of Police or designee to require amendments to the time, date, location or route proposed in the application for an assembly, motorcade, parade or run permit. A permit under this section shall be denied only upon specific findings of fact that state that no other reasonable alternative venue, time or location could safely accommodate the permit as requested.

c. If the Chief of Police does not approve any application for a parade permit, he or she shall immediately mail, by certified mail/return receipt requested, to the applicant, a notice of his action, stating the reason for his denial of a permit. The applicant shall have the right to appeal a denial of a parade permit to the Mayor by filing notice of appeal with the City Clerk, within seven (7) calendar days after receipt of the notice provided above. The appeal shall be heard within ten (10) calendar days of the filing of the appeal by the Mayor or the designee. The decision of the Mayor or his or her designee is final.

(j) Duties of and costs to be paid by permit holder.

a. Each permit holder shall comply with all requirements of this subsection, the permit directions and conditions, and with all applicable laws and ordinances.

b. Each permit holder is responsible for the costs of:

i. Providing traffic control devices for the parade route;

ii. Providing traffic control personnel, whether on duty or on overtime, for the parade route; and

iii. Cleaning up the parade route.

c. In reviewing the application for parade permit, the Chief of Police or his or her designee shall determine the number of traffic control personnel and traffic control devices reasonably necessary to control traffic in the area of the requested parade. The Chief or designee will consider the following factors and identify the effect of each factor in assessing the estimated traffic control costs:

i. The route and the identification of roadways that cross through or feed into the street of the proposed route;

ii. The number of anticipated participants and vehicles in the event;

iii. Identification of other roadways, or public transportation and emergency vehicle routes that may be affected by the event;

iv. Length of the route and the identification of the number of intersections along the route that will require barricades or traffic control personnel;

v. Whether intersections must be individually barricaded or whether traffic control personnel can be assigned to move along with the event;

vi. The date and time of the event;

vii. Volume of vehicular and pedestrian traffic typical on and along the route for the time of day, day of the week and time of year for the proposed route.

d. The cost for each City Police Department officer shall be set in accordance with the collective bargaining agreement. The cost for traffic control devices will be set in accordance with the prices set in the City's annual contract for traffic control devices. The permittee may choose to contract directly with a traffic control provider.

e. Traffic control personnel shall be in a number sufficient to adequately safeguard the flow of both participant and non-participant traffic in order to minimize congestion, as determined by the Chief of Police. Any additional costs for Police Department personnel deemed necessary to provide security due to the nature of the event will not be assessed to the permit holder.

f. The permit holder shall obtain approval of the traffic control plan described by the Chief of Police, including a barricade plan and an estimate of the traffic control costs. The permit holder shall receive from the City an invoice for the required costs within fifteen (15) calendar days after the parade. The payment for these costs shall be due to the City within thirty (30) calendar days after the date of the parade. If the applicant disputes the costs assessed by the Police Department, the applicant may file an appeal with the office of the Mayor within seven (7) business days of receipt of the invoice. The appeal must identify the specific costs in dispute. The Mayor or his or her designee will review the assessed costs based on the criteria required to be used by the Chief of Police and render a final decision regarding the costs to be paid by the permittee within fifteen (15) business days of receiving the appeal. No costs shall be owed during the appeal until the office of the Mayor has rendered its decision.

g. Because of their broad appeal, historic tradition, cultural significance, and other public benefits provided by the State Fair Parade, Fiesta Day Parade and Kid's Day Parade, the City shall cover the costs of traffic control personnel and traffic control devices. Because of its broad appeal, historic tradition, cultural significance, association with a national holiday or a day given statewide recognition, and other public benefits provided by the Veterans Day Parade, the City shall cover the costs of traffic control personnel and traffic control devices.

h. If an applicant owes fees not timely paid in connection with a parade previously approved and conducted or is the estimated costs to the City under this section are greater than ten thousand dollars ($10,000.00), the applicant shall, prior to approval of the application for a parade permit, file a surety bond in the amount of the estimated costs.

i. Prior to approval of the application for a parade permit, the applicant shall submit to the Chief of Police a certificate of insurance and endorsement evidencing commercial general liability coverage, including premises/operations, independent contractors, personal injury, and contractual liability, at a combined single limit of one million dollars ($1,000,000.00) per occurrence, with the City being named as the additional insured by endorsement. The applicant shall provide at least thirty (30) days' advance notice of cancellation or material alteration of the insurance policy.

j. At least twenty-four (24) hours before the scheduled start of the event, the permit holder shall make a reasonable effort to notify the businesses and residences located around the assembly area, along the parade route, and around the disbanding area of the scheduled parade. A copy of any flyer or handout used in making the notification shall be provided to the Chief of Police at least twenty-four (24) hours prior to the beginning of the parade.

(k) Revocation of permit. The Chief of Police shall have the authority to revoke a parade permit issued pursuant to this subsection when the conditions supporting the findings made by the Chief of Police pursuant to Subsection (g) “Standards for issuance” change in such a way, prior to the date on which the parade is to be held, that a parade permit would not otherwise be issued. The Chief of Police shall have the authority to revoke a parade permit if the permit holder does not comply with Subsection (j) Duties of and costs to be paid by permit holder.

(l) Public conduct during parades.

a. Interference. It shall be unlawful for any person to hamper, obstruct or impede, or interfere with any parade or parade assembly or with any person, vehicle, or animal participating or used in a parade.

b. Driving through parades. It shall be unlawful for any driver of a vehicle to drive between the vehicles or persons comprising a parade when such vehicles or persons are in motion and are conspicuously designated as a parade unless directed to do so by a police officer.

c. Parking on parade route. The Chief of Police shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along a street or highway or part thereof constituting a part of the route, forming area, disbanding area, or buffer zone of a parade. The Chief of Police shall post signs to such effect, and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

d. Prohibited substances. It shall be unlawful for any person to sell, possess, or use a pressurized container of any substance commonly known as "liquid string," "silly string," or "super string," or any quantity of the small explosive devices commonly known as "snapper," "throw downs," "pop pops," or "popping match sticks," which are paper-wrapped wads of sand coated with a minute quantity of explosive powder and adhesive, producing a small report upon impact with hard surfaces, in any public place or private property.

e. Control of parade; restrictions. Upon initiation of a parade the Chief of Police or his or her designee shall take over control of the movement of the parade. All participants shall be required to maintain a forward progress. No participant shall throw or give away candy, gifts, tokens, advertisements, or any other objects from any participant or parade unit while the unit is on the parade route. This provision is not intended to prohibit the distribution of expressive material protected under the First Amendment, including leaflets, provided the distribution is not from a parade unit that is on the parade

route. Failure to observe these requirements shall constitute a violation of this subsection and the Chief of Police is empowered to remove parade unit from the parade immediately.

(m) Criminal penalties.

a. It shall be unlawful to fail to obtain a permit required under this subsection for any parade. Any such violation committed intentionally, knowingly or recklessly is a Class 2 municipal offense.

b. The intentional, knowing or reckless commission of any act made unlawful by Subsection (l)Public conduct during parades is a Class 2 municipal offense.

**Sec. 15-1-16. Funeral processions.**

(a) Identification. All vehicles in a funeral procession shall keep their headlights burning from the church, funeral parlor, mortuary, private residence or other place where the services are held, to the place of interment.

(b) Drivers in procession. Each driver in a funeral procession shall follow the vehicle ahead as close as is practicable for prudent and safe driving and vehicle operation.

(c) Escorts. Each funeral procession may be accompanied by a police escort, and such police escort shall be considered an emergency vehicle within the meaning of the Model Traffic Code. Each escort shall constitute a part of such procession.

(d) Every procession shall proceed at speeds within the applicable speed limits then presently in force, consistent with traffic conditions, and the escort officer may, if in his best judgment, reduce this speed or bring the procession to a complete stop.

(e) Processions in all instances shall yield the right-of-way to other authorized emergency vehicles pursuant to the provisions of section 705 of the Model Traffic Code.

(f) Right-of-way. Each vehicle comprising any funeral procession when identified by lighted headlights and if immediately behind another properly identified procession vehicle or if immediately behind the police escort and only in those circumstances, may proceed regardless of official traffic control devices, and shall have the right-of-way over any other vehicle, and the operator of any such other vehicle shall yield the right-of-way regardless of directions indicated on official control devices. This provision shall not apply at intersections where traffic and the movement of such procession is controlled by a police officer.

(g) Such procession shall not proceed against traffic on one-way streets or on one-way highways except at the direction of a police officer and such procession shall drive as close to the right-hand edge of the roadway as is practicable, except that where there is more than one lane of traffic in the direction traveled by the procession, such procession may then occupy any one lane of such traffic and other traffic may then pass such procession consistent with section 1004 of the Model Traffic Code.

(h) No driver of a nonfuneral procession vehicle shall drive between the vehicles comprising a funeral procession while said vehicles are in motion and when said procession vehicles are conspicuously identified as required in this Code.

Each funeral parlor or mortuary shall have copies of the above funeral procession road rules of this Code available to all drivers of vehicles comprising their funeral processions.

**Sec. 15-1-17. Notice on illegally parked vehicle.**

Whenever any motor vehicle without a driver is found parked or stopped in violation of any of the restrictions imposed by the ordinances of this municipality, the officer finding such vehicle shall take its registration number and may take any other information displayed on the vehicle which may identify its user, and shall conspicuously affix to such vehicle a penalty assessment notice, on the form authorized in section 18 of this Title (Forms and notices to appear involving unattended vehicles) of this Code, directing the driver thereof to respond to and answer the charge against him at a place and at a time specified in said notice.

**Sec. 15-1-18. Forms and notices to appear involving unattended vehicles.**

The municipality shall provide multiple copies of serially numbered forms, approved by the municipal court, for notifying the owners of motor vehicles which are unattended and found to be parked or stopped in violation of any of the restrictions imposed by this Code or any ordinance of the City, to respond or appear in answer to the charge of violating said code or ordinance.

**Sec. 15-1-19**. **Failure to comply with notice on parked vehicle.**

(a) If the driver or owner of an unattended motor vehicle charged with an apparent violation of the restrictions on stopping, standing or parking under the traffic ordinance of this municipality does not respond within the time specified to a penalty assessment notice affixed to such vehicle, as provided in section 15-1-17, by appearance and payment at the court having jurisdiction, or by mailing payment by means of the United States mail, or by other disposition of the charge as provided by law, the clerk of said court shall send another notice by mail to the registered owner of the vehicle to which the original notice was affixed, warning him that in the event such notice is disregarded for a period of ten (10) days from date of mailing default will be entered for the full amount of the penalty assessment plus late fees, all unpaid fees may be sent to collections and the registered owner's vehicle may be immobilized.

(b) No person shall tear, cut, damage, mutilate, destroy or otherwise tamper with a penalty assessment notice issued pursuant to section 15-1-17 if the intent thereby is to avoid the payment of the fine assessed on the face of said notice. Nor shall any person send a penalty assessment notice through the United States mail in such a torn, damaged, deteriorated or mutilated condition if the intent thereby is to avoid payment of or otherwise defraud the City of the fine assessed on the face of said notice.

**Sec. 15-1-20. Presumption in reference to illegal parking.**

In any prosecution charging a violation of any provision of this Code governing the stopping, standing or parking of a vehicle, proof that the particular vehicle described in the complaint was parked in violation of any such regulation, together with proof that the defendant named in the complaint was at the time of such parking the registered owner of such vehicle, shall constitute in evidence a prima facie presumption that the registered owner of such vehicle was the person who parked or placed such vehicle at the point where, and for the time during which, such violation occurred.

**Sec. 15-1-21. Authority of police and fire department officials.**

To I think Persons specially trained by the Chief of Police or his or her authorized representative may be designated and empowered by the Chief of Police to issue and affix to an illegally parked vehicle a penalty assessment notice under P.M.C. 15-1-17.

**Sec. 15-1-22. Abandoned and impounded vehicles.**

(a) Whenever any police officer finds a vehicle, attended or unattended, standing upon any portion of a street or highway right-of-way within the City in such a manner as to interfere with the free movement of vehicular traffic or street or highway maintenance, or the vehicle is an abandoned vehicle as defined within section 1802 of the Model Traffic Code, such officer shall require such vehicle to be removed or cause the same to be removed and placed in storage in the nearest garage or other place of safety designated or maintained by this municipality.

(b) In the event of abandonment of a vehicle on the property within the City other than a public right-of-way, the owner of such property shall notify the police department, and the police department shall after a period of seventy-two hours cause the abandoned vehicle to be removed and placed in storage in the nearest garage or other place of safety designated or maintained by the municipality.

(c) Immobilization. When a driver, owner or person in charge of a motor vehicle has received a notice or citation to answer to a charge against him for violation of this Model Traffic Code, and such driver, owner or person in charge of such vehicle has failed to appear and answer such charge, members of the police department or employees of the City acting in their official capacity may, and they are hereby authorized to, temporarily immobilize such vehicle by installing on or attaching to such vehicle a device designed to restrict the normal movement of such vehicle, and if such vehicle is so immobilized, the member of the police department or employee of the City so installing or attaching such device shall conspicuously affix to such vehicle a notice in writing, on a form to be provided by the chief of police, advising the driver, owner or other person in charge of such vehicle that said vehicle has been immobilized by the City for violation of the Model Traffic Code, that release of such immobilization may be obtained from the clerk of municipal court, that unless arrangements are made for the release of the vehicle within three (3) business days the vehicle will be removed by the police department, and that removing the device before a release is obtained is unlawful, and containing such other information as the Chief of Police shall deem proper. It shall be unlawful for any person to remove such device or to move such vehicle before the same is released by the clerk of the municipal court; and where such vehicle has been properly immobilized in said manner, a fee of one hundred and sixty dollars ($160.00) shall be charged by the clerk of the municipal court before releasing such vehicle; and the parking restriction, if any, otherwise applicable shall not apply while such vehicle is so immobilized. Any person may secure the release of an immobilized vehicle by either: (a) paying the amount of unpaid fines and court costs owing for which the vehicle was immobilized together with the immobilization fee above indicated, or (b) posting an appearance bond in the amount of one-half of the unpaid fines and court costs owing or two hundred fifty dollars ($250.00), whichever is greater and agreeing in writing to appear in court on a date certain to answer or respond to all pending notices, citations and traffic charges against such person or involving the vehicle.

**Sec. 15-1-23. Parking Meter Regulations**

(a) **Parking meter zones.** Whenever parking meter zones have been established on streets or in parking areas regulated by this municipality, the parking of vehicles at places, streets or parts of streets so designated shall be controlled by parking meters between the hours and on

the days declared in schedules adopted by the traffic engineer and specified on authorized parking meter signs or legends.

(b) **Parking meters.** Parking meters installed in parking meter zones established as provided in this Code shall be so designed, constructed, installed and set as to meet the following conditions:

a. Said meters shall be capable of being operated either automatically or mechanically, upon the deposit therein of United States currency or upon authorization of a credit card, debit card, or smart card transaction; for the full period of time for which parking is lawfully permitted in any such parking meter zone or, in lieu thereof, for an appropriate fractional period of time.

b. Upon the expiration of the time period registered by the deposit of one or more coins, payment, or authorized tokens as provided herein, said meters will indicate by an appropriate signal that the lawful parking meter period has expired, and during said period of time and prior to the expiration thereof, will indicate the interval of time which remains of such period.

c. Each parking meter shall bear thereon an authorized sign or message clearly legible indicating the days and hours when the requirement to deposit coins or tokens therein shall apply, the value of the coins or tokens to be deposited, and the limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located.

(c) **Parking meter spaces.**

a. Parking meter spaces shall be of appropriate length and width as determined by an engineering and traffic investigation and may be designated by appropriate markings upon the curb and/or pavement of the street.

b. Every vehicle shall be parked wholly within the metered parking space for which the meter shows parking privilege has been granted.

c. Except where prohibited by other provisions of this Code, a vehicle which is of a size too large to be parked within a single parking meter space shall be permitted to occupy two adjoining parking meter spaces when coins, tokens or payment shall have been deposited in the parking meter for each space so occupied as is required in this Code for the parking of other vehicles in such space.

(d) **Deposit of coins or tokens and time limits.**

a. No person shall park a vehicle in any parking space upon a street alongside of and next to which a parking meter has been installed during the restricted and regulated time applicable to the parking meter zone in which such meter is located unless a coin or coins of United States currency or authorized tokens of the appropriate denomination as provided in this Code shall have been deposited therein, or shall have been previously deposited therein for an unexpired interval of time, or appropriate payment is made and said meter has been placed in operation.

b. No person shall deposit or attempt to deposit in any parking meter any slug, button or any other device or substance as substitutes for coins of United States currency or authorized tokens, and no person shall deposit any lawful coin or authorized token that is bent, cut, torn, battered or otherwise misshapen.

c. No person shall permit a vehicle within his control to be parked in any such parking meter space during the restricted and regulated time applicable to the parking meter zone in which such meter is located while the parking meter for such space indicates by signal that the lawful parking time in such space is expired. This provision shall not apply to the act of parking or the necessary time which is required to deposit immediately thereafter a coin(s) or token(s) or monies in such meter.

d. No person shall park a vehicle in any such parking meter space for a consecutive period of time longer than that limited period of time for which parking is lawfully permitted in the parking meter zone in which such meter is located, regardless of the number or amount of the coins or tokens deposited in such meter.

e. A vehicle may be parked in a parking meter space without operation of the meter on Sundays, on holidays as defined in this Code, and during those hours of the day when the requirement to deposit coins or tokens does not apply as determined from the parking meter sign or legend.

f. The provisions of this section shall not relieve any person from the duty to observe other and more restrictive provisions of this Code prohibiting or limiting the stopping, standing or parking of vehicles in specified places, at specified times, or in a specified manner.

(e) **Tampering with meter.**

a. No person shall deface, injure, tamper with, open or willfully break, destroy or impair the usefulness of any parking meter.

b. No person, firm or corporation shall place any sack or covering over, upon or around any parking meter head, remove any parking meter head, or otherwise indicate or show that the said meter is inoperative or inapplicable without proper authority to do so.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective thirty (30) days following final passage.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 8, 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 AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1, 2026 THROUGH DECEMBER 31, 2026, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

The attached Agreement details the obligations and responsibilities of each entity (City of Pueblo and Pueblo City Schools) in regard to the School Resource Officer (SRO) Program for January 1, 2026 through December 31, 2026. It includes a compensation schedule, by Pueblo City Schools (PCS) to the City of Pueblo, that represents an 11.12% increase in revenue over the 2025 schedule. The increase is the result of a pay raise approved by City Council and the corresponding benefit cost increases. Moreover, some SRO officers also received a salary step increase.

## PREVIOUS COUNCIL ACTION:

On December 24, 2024, City Council approved Ordinance Number 10857 which provided for a similar agreement for the calendar year of 2025.

On December 11, 2023, City Council approved Ordinance Number 10620 which provided for a similar agreement for the calendar year of 2024.

On December 5, 2022, City Council approved Ordinance Number 10347 which provided for a similar agreement for the calendar year of 2023.

On December 27, 2021, City Council approved Ordinance Number 10087 which provided for a similar agreement for the calendar year of 2022.

On November 25, 2020, City Council approved Ordinance Number 9824 which provided for a similar agreement for the calendar year of 2021.

## BACKGROUND:

This Ordinance approves an agreement between Pueblo School District 60, dba Pueblo City Schools, and the City of Pueblo regarding the School Resource Officer Program. This agreement is an extension of services that have been provided since 1999. In order to provide law enforcement assistance and safety enhancing services for Pueblo School District 60, dba Pueblo City Schools, and its students, the City shall designate 10 Police Officers to serve as School Resource Officers in the four District 60 high schools, five middle schools, and Paragon Learning Center.

## FINANCIAL IMPLICATIONS:

The City will see a 11.12% increase in total payments received from PCS in 2026 (increase of $90,729.60 over the course of the agreement). The increase is primarily the result of all officers receiving a salary increase for 2026 and the resulting impact on benefit costs. The City will receive $75,547.46 per month for the months of January through December of 2026. This compares to $67,986.66 per month received in 2025. Total receipts in 2026 will be $906,569.52 compared to $815,839.92 received in 2025.

## BOARD/COMMISSION RECOMMENDATION:

This Agreement has been approved by the Pueblo City Schools Board of Education.

## STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

## ALTERNATIVES:

This Agreement is an extension of services that have been provided since 1999. Without this Agreement, there will be no School Resource Officers in the ten identified schools, or any of the Pueblo City Schools. The City of Pueblo would also be giving up $907,509.58 in revenue absent this Agreement.

## RECOMMENDATION:

Approval of the Ordinance.

## ATTACHMENTS:

1. 2026 School Resource Officer Agreement SRO

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1, 2026 THROUGH DECEMBER 31, 2026, 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 approve and enter into Agreements; and

WHEREAS, approval of the Agreement for the purposes for which it has been made is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated January 1, 2026, between Pueblo School District 60 and the City of Pueblo pertaining to the School Resource Officer Program during the period of January 1 through December 31, 2026, 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 authorized to execute the Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreement to effectuate 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 November 24, 2025.

Final adoption of Ordinance by City Council on December 8, 2025.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

**Action by City Council After Disapproval by the Mayor:**

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

# SCHOOL RESOURCE OFFICER AGREEMENT

**THIS AGREEMENT** is made and entered into effective as of January 1, 2026, by and between the Board of Education, Pueblo School District No. 60, Pueblo, Colorado (hereinafter referred to as the "**District**"), 315 West 11th Street, Pueblo, Colorado, and the City of Pueblo, a Colorado municipal corporation, for and on behalf of its Police Department (hereinafter referred to as the "**City**"), 200 South Main, Pueblo, Colorado.

**WHEREAS,** City and District have for several years undertaken a cooperative and cost-shared program known as the School Resource Officer Program (hereinafter referred to as the "**Program**"), involving the placement of a City Police Officer in each of District's high schools (grades 9 through 12) and District's middle schools (grades 6 through 8) in order to enhance safety and reduce crime within the schools to provide other law enforcement assistance to students and their families, and to enable students to internalize and accept a positive presence as a societal norm; and

**WHEREAS**, City and District mutually desire to extend the Program, at the schools identified in this Agreement or subsequently agreed upon, through calendar year 2026, subject to annual appropriation; and

**WHEREAS**, the District has authority to enter an agreement with respect to the Program pursuant to law, including but not limited to §22-32-122 and §29-1-203, C.R.S.; and

**WHEREAS**, it is necessary and appropriate for the City and District to enter into a written agreement setting forth their respective obligations and other terms and conditions for the Program, including the agreement of the parties with respect to cost-sharing for the program.

**NOW, THEREFORE,** in consideration of the foregoing recitals and the mutual covenants and promises contained herein, City and District agree as follows:

## I. OBLIGATIONS OF CITY

A. City shall designate certain City Police Officers, and a Police Sergeant, in the Pueblo Police Department ("**Police Officers**") associated with the Program to utilize space to be provided by District at each of the following District schools, unless otherwise agreed: South High School, East High School, Centennial High School, Central High School, Pueblo Academy of Arts, Nettie S. Freed Expeditionary School, Risley International Academy of Innovation, Heaton Middle School, Corwin International Magnet School, Paragon Learning Center (hereinafter collectively referred to as "**Assigned Schools**"). The City will designate a total of ten Police Officers and one Police Sergeant in order to provide law enforcement assistance and safety enhancing services for the District and its students. The designated Police

Officers may also develop and conduct additional programs, which serve the purposes of the Program; provided that the nature of such additional programs shall be approved in advance by the District. The District is familiar with the services and activities currently being conducted under the Program at the Assigned Schools and agrees that these services and activities may be undertaken at the Assigned Schools. The designated Police Officers will, at all times during the effective term of this Agreement, remain employees of City. City will be responsible for providing such individual(s) with payment of wages, health care benefits, and Workers' Compensation Insurance (including occupational disease) in accordance with applicable workers' compensation laws, FICA, and other requirements of law. Such Police Officers shall report to the City's assigned Program supervisor in the performance of services under this Agreement. City may, from time to time, reassign its employees and designate one or more replacement school resource Police Officers at any time.

B. The City shall also respond to and handle non-emergency calls at other schools of the District where there is not an assigned Police Officer and, to the extent reasonably possible, will dispatch a Police Officer from an Assigned School to do so. In order to facilitate notifying the City's Program Supervisor or his or her backup of a need for response to a school, the City will provide the District with a "contact or phone tree." The Police Sergeant will also provide support for the District's elementary schools to the extent that his/her services are not required at other Assigned Schools.

C. It is commonly recognized that Police Officers are required to maintain their efficiency and expertise through ongoing in-service and periodic specialized training courses. These training courses occasionally necessitate the officer to be away from his or her Assigned School(s) for varied periods of time. In cases where the training is limited to five consecutive (5) days or less, the SRO Supervisor will rotate the existing remaining Police Officers to cover the shortage at the school affected by the training absence. In cases where the training absence is more than five consecutive (5) days, the City will provide a "substitute" Police Officer to cover the absence(s).

D. Similarly, Police Officers may not be available due to sick, injury, military or other types of leave, including scheduled vacation. In cases where the leave or vacation is limited to five consecutive (5) days or less, the Program Supervisor will rotate or temporarily reassign the existing remaining Police Officers associated with the Program to cover the shortage at the Assigned School affected by the absence, so that the Assigned School is not completely left without coverage. In addition, an appropriate credit in the District's ensuing month's payment under Subparagraph II.C.1.(a) below will be made for any Police Officer who is absent during a month for more than two consecutive (2) days, but less than five consecutive (5) days, and such absence was prearranged so that he/she could engage in activities other than those provided under this Agreement such as training, SWAT

commitments, school closures, etc. Such credit will be given to the District at the rate of $347.68[1] per day. In no event shall a credit be given for more than three (3) days for each period of Police Officer absence. In cases where the absence is more than five consecutive (5) days, the City will provide a "substitute" Police Officer to cover the absence(s).

E. When a substitute Police Officer is required, the City will be cognizant in its selection of the desirability of utilizing Police Officers who have previous experience as a School Resource Officer ("**SRO**") or are otherwise compatible for school environments. In addition, and in order to provide a more consistent atmosphere, the City will, if reasonably possible, utilize the same officers for substitute purposes, rather than providing a different substitute officer every day.

F. After-School Activities: Each school, normally covered by a Police Officer, participates in annually recurring events that generally occur outside the normal school hours (After School Activities). Each School's assigned Police Officer may be asked to attend certain After School Activities. The City authorizes the applicable Police Officers to attend After School Activities set forth in Attachment No. 1.

G. Notwithstanding anything contained herein to the contrary, any liability of the City hereunder shall be subject to the conditions precedent and limits on liability set forth in the Colorado Governmental Immunity Act.

H. The parties understand and agree that City shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of the District, and shall be responsible in accordance with law for all withholding taxes, social security, unemployment, workers' compensation, and/or other employment taxes with respect to its employees, and shall indemnify and hold the District harmless from and against any and all claims for the same.

I. All records of police reports and citations associated with the Police Officer duties will be maintained by the Pueblo Police Department and will comply with the school reporting requirements set forth in § 22-32-146, C.R.S.

## II. OBLIGATIONS OF THE DISTRICT

A. The District shall designate an office space at each high school and each middle school mutually agreed upon by City and the Principal, and will provide such space, including light and heat, at no charge to City, for the exclusive use of City's Police Officers. District shall also furnish, at District's expense, for the use of the assigned Police Officers at each school within the office space, the following items: one desk, three chairs, a telephone with at least one outside phone line, and a lockable

[1] Daily credit is calculated as follows: $906,569.48 / 10 (SROs) = $90,656.95 (avg salary) / 12 (months) = $7,554.75 / 173.83 (hours per month) = $43.46 (hourly) x 8 (hours per day) = $347.68 credit per day.

three-drawer file cabinet which file cabinet shall be for the exclusive use of City's officers.

B. The designated office space shall be available to City's assigned Police Officers at all times when a school is open for educational or extracurricular activities. In addition, the District shall make reasonable effort to accommodate the City's need, in connection with the Program, to use such designated space at other hours when the school may not otherwise be open. Except in emergency circumstances, the District shall provide City at least 72-hour notification if the portion of the building allocated herein to City becomes temporarily unavailable.

C. The District will budget ten thousand dollars ($10,000.00) ("**Training Fund Monies**") for potential use by the Police Officers associated with the Program to receive additional training and education during the year 2024. Training Fund Monies are intended to increase the skills of the Police Officers to meet the goals and needs of the Program and will not be used for "Basic School Resource Officer Training." All recognized and accredited school resource officer advanced training and educational opportunities which are directly related to the work performed for the Program shall be eligible. City shall submit proposed courses, programs, materials, or other opportunities to District for approval at least fifteen (15) business days prior to the proposed date of the training. District shall notify of its approval of the training in writing within ten (10) business days of receipt of the proposal, which approval shall not be unreasonably withheld so long as the training is to increase the basic skills of the Police Officer to perform his or her duties in the public school environment. Failure of the District to respond in writing within ten (10) business days shall be deemed unconditioned approval for the training. District shall promptly pay invoices for training directly to the vendor or other provider. Travel expenses, including but not limited to meal stipend, gas mileage, and other ancillary costs shall be eligible for payment or reimbursement subject to the overall budget established by District under this Paragraph II.C. If District fails to promptly pay an invoice directly to a provider within forty-five (45) days after submission by City, City may pay the vendor and present to District an invoice requesting reimbursement, which shall be paid by District within thirty (30) days of the date of City's invoice.

D. Costs, Payment and Default:

(1) District shall promptly pay for District's share of Program costs within fifteen (15) days of the date of the invoice from the City as follows:

(a) For the City's ten (10) Police Officers and one (1) Police Sergeant in Assigned Schools, $75,547.46 per month for the months of January through December 2026.

(b) If District defaults in any monthly payment of its share of Program costs, City may terminate this Agreement upon ten (10) days prior written notice.

(2) Both District and City are political subdivisions of the State of Colorado. City's Fiscal Year ends on December 31 of each calendar year, and District's Fiscal Year ends on June 30 of each calendar year. If either party does not appropriate sufficient funds to fulfill its cost sharing obligation under this Agreement for any Fiscal Year, then that party shall promptly notify the other party of such non-appropriation at least thirty (30) days prior to the end of the then expiring fiscal year and this Agreement shall be terminated effective upon expiration of the Fiscal Year (of the party that does not appropriate sufficient funds) in respect of which sufficient funds to make cost sharing payment were last appropriated.

(3) In the event of an early termination of this Agreement under section II.D. of this Agreement, any obligation of City to furnish Police Officers for the Program at District's schools shall cease.

D. Notwithstanding anything contained herein to the contrary, any liability of each of the parties hereto shall be subject to the conditions precedent and limits on the liability set forth in the Colorado Governmental Immunity Act.

E. The parties understand and agree that the District shall, at all times during the term of this Agreement, be deemed an independent contractor and not an employee of City, and shall be responsible in accordance with law for all withholding taxes, social security, unemployment, workers' compensation, and/or other employment taxes with respect to its employees, and shall indemnify and hold City harmless from and against any and all claims for the same.

## III. TERM/TERMINATION

Unless sooner terminated as provided herein, this Agreement shall commence on January 1, 2026, and terminate on December 31, 2026. By October 15, 2026, City will notify District of its proposed terms for a successor agreement for the following calendar year. District will respond to City within thirty (30) days regarding its acceptance or rejection of City's proposed terms; any additional terms District wishes to revise, delete, or add; and District's proposed contract price. Thereafter, representatives from the City and the District agree to negotiate a successor agreement for the following calendar year within a reasonable time, but no later than December 31, 2026.

## IV. THIRD-PARTY RIGHTS NOT CREATED

This Agreement is not intended and shall not create any duty to any student, teacher, District employee, parent or any other person, firm or entity with regard to the provision of any law enforcement services, security, level of safety, or activities undertaken by City's officers or conditions resulting therefrom. No student, teacher, District employee, parent or other person, firm or entity shall be granted or have any private right of action, claim or civil liability remedy against the City or the District, or their respective officers, employees or agents, by virtue of this Agreement. Nothing in this Agreement shall be construed to create any liability, or to waive any of the immunities, limitations on liability or other provisions of the Governmental Immunity Act, §24-10-101 *et seq.*, C.R.S., or to waive any immunities or limitations on liability otherwise available to the City, the District, or their officers, employees or agents.

## V. OTHER

A. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations and understandings of the parties. No modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made by written document signed by the parties. Any delegation or assignment of this Agreement by either party, without the prior written consent of the other party, shall be void. This Agreement shall be governed by, and construed according to, the laws of the State of Colorado.

B. This Agreement is intended to govern the agreement of the parties only with respect to conduct of the Program in the District's Assigned Schools, and, subject to the provisions of Paragraph I.B., the District's elementary schools.

C. The District certifies that neither it nor any members of its Board of Education, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities undertaken with federal financial assistance pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. The District and the City further agree that each respectively shall avoid all conflicts of interest which are prohibited by applicable federal regulations.

D. The City shall perform periodic reviews of this agreement. The Pueblo Police Department shall be responsible for this review, which shall be performed on periodic basis, as requested by either party, by the School Resource Officer Sergeant, or otherwise as the Chief of Police shall designate, and shall include a representative of District, as designated by the Superintendent of Schools. The periodic review shall include, where appropriate, compliance with the terms and conditions of this

agreement; identification of issues or problems and recommendations for improvement; and assessment of quality of services provided.

The parties agree always to be open to discussing any matter which may help maximize the positive effects of the services provided hereunder, or minimize its undesirable impacts. Nothing herein shall preclude a party from requesting the other party to initiate discussions regarding any provision herein, provided that this Agreement shall remain in effect during the period during which the parties are conducting such discussions. *It is hereby understood that this clause subjects the parties to this Agreement to a simple obligation to consider in good faith any proposed modification(s) of this Agreement, subject to Article V, Section A. This Agreement shall remain unaltered and in force during any such period of consideration.*

E. In the event this Agreement or any material provision hereof shall be declared to be invalid, unenforceable, or in violation of any applicable federal, state or local laws or regulations, the parties will immediately begin negotiations to modify or amend this Agreement in order that this Agreement shall, as amended, express and contain the understanding and intentions of the parties.

F. The subject heading of the paragraphs of this Agreement are included for purposes of convenience only, and shall not affect the construction or interpretation of its provisions.

G. Except as set forth elsewhere in this paragraph, all notices to be given under this Agreement shall be made in writing, and shall be sufficient if delivered personally, or mailed by First Class United States Mail, postage prepaid, to the other party at the following addresses:

| | |
|---|---|
| If to the District: | Pueblo School District 60<br>Attention: Superintendent<br>315 W. 11th Street<br>Pueblo, CO 81003<br>Telephone: (719) 549-7100<br>barbara.kimzey@pueblod60.org |
| With a copy to: | Michael Bayer<br>315 W.11th Street<br>Pueblo, CO 81003<br>Director of School Culture, Wellness and Safety<br>michael.bayer@pueblod60.org |
| If to the City: | Pueblo Police Department<br>Attention: Chief of Police<br>200 South Main Street<br>Pueblo, CO 81003 |

Telephone: (719) 553-2420

With a copy to:

City of Pueblo Department of Law
Attn: Police Legal Advisor
1 City Hall Place
Pueblo, CO 81003
Telephone: (719) 562-3897

H. The District and the City shall comply with the provisions of applicable state and federal law, including the Family Education and Privacy Act of 1974 and its regulations, in providing access to and maintaining the confidentiality of student education records, personally identifiable information concerning students, and criminal justice agency records concerning students.

I. With regard to legal issues and contingencies, each signatory to this agreement acknowledges that they, and the other signatory, are subject to, and controlled by the provisions of the Colorado Governmental Immunity Act, Section 24-10-10 *et seq.*, C.R.S.

**(SIGNATURE PAGE TO FOLLOW)**

**IN WITNESS WHEREOF,** the parties have entered into this Agreement the day and year first written above.

BOARD OF EDUCATION
PUEBLO SCHOOL DISTRICT NO. 60
PUEBLO, COLORADO

By: Susan Pannunzio

Susan Pannunzio, President
Board of Education

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

By: _____

Mayor Heather Graham

Attest: _____

City Clerk

Approved as to form:
Richard Bump

_____

Richard Bump
Caplan and Earnest LLC
Attorneys for Pueblo School District No. 60

Approved as to form:

_____

Harley G. Gifford
Deputy City Attorney

:

Attachment No. 1

## 2026 School Resource Officer Program After-School Activities

Each school, normally covered by a Police Officer of the Pueblo Police Department (PPD), participates in annually recurring events that generally occur outside the normal school hours (after school activities). The following activities are authorized for Police Officer participation, and services will be provided by PPD Police Officers, as directed below, by school.

The four (4) high schools generally require the following, however high school principals have the flexibility of scheduling up to a maximum of any five (5) after school activities. Those five (5) scheduled activities must be scheduled with the School Resource Officer Program Sergeant **no later than 30 days prior to the event in which a Police Officer is requested.** Under no circumstances will the PPD provide Police Officer services for more than the five (5) after school activities that are detailed. If the District desires more PPD Police Officer services than those detailed in this attachment, they may obtain those services by paying the extra duty rate for Police Officers, which is currently $119.62 per hour, per officer.

### Centennial High School

1. Bell Bash – event held night before bell game where community, parents, students attend
    a. 1 officer
    b. 5 hours maximum
2. Bell Game
    a. 3 officers
    b. 5 hours maximum
3. Prom and after Prom
    a. 1 officer
    b. 8 hours maximum
4. Homecoming Dance
    a. 1 officer
    b. 8 hours maximum
5. Graduation
    a. 1 officer
    b. 5 hours maximum

### Central High School

1. Bell Bash – event held night before bell game where community, parents, students attend
    a. 1 officer
    b. 5 hours maximum
2. Bell Game
    a. 3 officers
    a. 5 hours maximum

3. Prom and after Prom
    a. 1 officer
    b. 8 hours maximum
4. Homecoming Dance
    a. 1 officer
    b. 8 hours maximum
5. Graduation
    a. 1 officer
    b. 5 hours maximum

**South High School**

1. Cannon Bash – event held night before bell game where community, parents, students attend
    a. 1 officer
    b. 5 hours maximum
2. Cannon Game
    a. 3 officers
    b. 5 hours maximum
3. Prom and after Prom
    a. 1 officer
    b. 8 hours maximum
4. Homecoming Dance
    a. 1 officer
    b. 8 hours maximum
5. Graduation
    a. 1 officer
    b. 5 hours maximum

**East High School**

1. Cannon Bash – event held night before bell game where community, parents, students attend
    a. 1 officer
    b. 5 hours maximum
2. Cannon Game
    a. 3 officers
    b. 5 hours maximum
3. Prom and after Prom
    a. 1 officer
    b. 8 hours maximum
4. Homecoming Dance
    a. 1 officer
    b. 8 hours maximum
5. Graduation
    a. 1 officer
    b. 5 hours maximum

The five (5) middle schools generally require the following, however middle school principals have the flexibility of scheduling up to a maximum of any five (5) after school activities. Those five (5) scheduled activities **must be scheduled with the School Resource Officer Program Sergeant no later than 30 days prior to the event in which a Police Officer is requested.** Under no circumstances will the PPD provide Police Officer services for more than the five (5) after school activities that are detailed. If the District desires more PPD Police Officer services, than those detailed in this attachment, they may obtain those services by paying the extra duty rate for Police Officers, which is currently $119.62 per hour, per officer.

## Corwin Middle School

1. Open house for new students, parents, community
    a. 1 officer
    b. 2 hours
2. 8th Grade Graduation/Continuum
    a. 1 officer
    b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours

## Paragon Learning Center

1. Open house for new students, parents, community
    a. 1 officer
    b. 2 hours
2. 8th Grade Graduation/Continuum
    a. 1 officer
    b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours

## Heaton Middle School

1. Open house for new students, parents, community

a. 1 officer
b. 2 hours

2. 8th Grade Graduation/Continuum
   a. 1 officer
   b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
   a. 1 officer
   b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
   a. 1 officer
   b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
   a. 1 officer
   b. 2 hours

**Pueblo Academy of Arts**

1. Open house for new students, parents, community
   a. 1 officer
   b. 2 hours
2. 8th Grade Graduation/Continuum
   a. 1 officer
   b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
   a. 1 officer
   b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
   a. 1 officer
   b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
   a. 1 officer
   b. 2 hours

**Risley Middle School**

1. Open house for new students, parents, community
   a. 1 officer
   b. 2 hours
2. 8th Grade Graduation/Continuum
   a. 1 officer
   b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
   a. 1 officer
   b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
   a. 1 officer
   b. 2 hours
5. Carnival, Sporting Event or other similar after school activity

a. 1 officer
b. 2 hours

**Nettie S. Freed Expeditionary School**

1. Open house for new students, parents, community
    a. 1 officer
    b. 2 hours
2. 8th Grade Graduation/Continuum
    a. 1 officer
    b. 2 hours
3. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
4. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours
5. Carnival, Sporting Event or other similar after school activity
    a. 1 officer
    b. 2 hours

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**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 8, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DTV PUEBLO & GRETNA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND TBAZ, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

## SUMMARY:

This Ordinance approves a license agreement for the use of facilities at the Colorado State Fairgrounds in support of a community clean up event scheduled to be held on October 29, 2022.

## PREVIOUS COUNCIL ACTION:

None.

## BACKGROUND:

The City of Pueblo will be executing a City-wide clean up event to be held on October 29, 2022, at the Colorado State Fairgrounds for the benefit of City of Pueblo residents. The Colorado State Fair has requested the City enter into a license agreement for use of the facility to host the event. All fees associated with the use of the facility have been waived under the terms of the license agreement.

## FINANCIAL IMPLICATIONS:

None.

## BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

## STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

**ALTERNATIVES:**

If this Ordinance is not approved, the City of Pueblo will not be able to host the cleanup event as planned at the State Fairgrounds.

**RECOMMENDATION:**

Approval of the Ordinance.

**ATTACHMENTS:**

1. CDOT ACCESS PERMIT AGREEMENT - Les Schwab Developer Signed
2. Exhibit A - CDOT Access Permits

ORDINANCE NO.

AN ORDINANCE APPROVING A CDOT ACCESS PERMIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND DTV PUEBLO & GRETNA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AND TBAZ, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The License Agreement for Use of a Facility between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, a copy of which is attached hereto "Agreement", having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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 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 November 24, 2025.

Final adoption of Ordinance by City Council on December 8, 2025.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____

_____

_____

_____

_____
Mayor

**Action by City Council After Disapproval by the Mayor:**

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

# CDOT ACCESS PERMIT AGREEMENT

This CDOT Access Permit Agreement ("Agreement") is made and entered into this _____ day of _____, 2025 by and between the CITY OF PUEBLO, a Colorado Municipal Corporation, hereinafter referred to as "City", and DTV PUEBLO & GRETNA, LLC, an Arizona limited liability company ("DTV/Gretna"), and TBAZ, LLC an Arizona limited liability company ("TBAZ"). DTV/Gretna and TBAZ shall collectively be hereinafter referred to as "Developers", and together all entities entering this Agreement may be hereinafter referred to as the "Parties".

**W I T N E S S E T H:**

WHEREAS, the Developers are the owners and developers of the parcel legally described as Lot 1, Rearrangement of Property Boundaries RPB-23-15, City of Pueblo, Colorado ("Property"); and

WHEREAS, the Developers have applied for a building permit for new construction of a Les Schwab Tire Store within Lot 1 on the Property (the "Development"); and

WHEREAS, the Colorado Department of Transportation ("CDOT") has determined that the Development necessitates access improvements in accordance with the terms and conditions of the State Highway Access Permit Nos. 223094 and 2250271 (both permits collectively hereinafter referred to as "CDOT Permit"), copies of which are attached hereto, labeled Exhibit A and incorporated herein; and

WHEREAS, as a condition of approval of any building permit for the Development, the City is requiring the Developers to undertake obligations for constructing required public improvements affiliated with the Development under Section 4-2-2(g), P.M.C.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the City and the Developer agree as follows:

1. Subject to and conditioned upon the stipulations, terms and conditions set forth herein and Developers full and faithful performance of same, the City shall approve and execute the CDOT Permit.

2. The Developer shall be jointly and severally liable and obligated to timely and fully complete and fulfill all obligations or requirements of Permittee under the terms and conditions of the CDOT Permit, excluding the Excluded Obligations ("Permit Obligations").

The term "Excluded Obligations" means the obligations set forth in Section 15.h of the CDOT Permit regarding installation of a traffic signal at the intersection of State Highway 045A (Pueblo Boulevard) and Mirror Avenue, which Excluded Obligations are excluded from the Permit Obligations assumed by Developer in this Agreement.

3. If necessary and required under the CDOT Permit, Developers will obtain CDOT utility permits for City utilities, if any. Developers shall perform and assume all obligations or liabilities of City under any such utility permit to the extent not exceeding the then existing Permit Obligations.

4. The Permit Obligations shall be a condition of all building permits for the Development, and the City may, in its sole and absolute discretion, reject, suspend or revoke such permits or reject or revoke any certificate of occupancy with respect to the Development based upon any failure by Developer or designee authorized hereunder to timely and fully complete and fulfill any Permit Obligations. The City may also, in its sole and absolute discretion, authorize the issuance of a temporary certificate of occupancy for the Development until the Permit Obligations are completed.

5. Notwithstanding any rejection, suspension or revocations of a building permit or certificate of occupancy, Developers shall remain jointly and severally obligated and liable to City for any failure or refusal to fully and completely fulfill any Permit Obligation.

6. Developers agree to be jointly and severally obligated to defend, hold harmless, and indemnify, the City and its officers, employees, and agents ("Indemnified Parties"), from any and all claims and liability, including reasonable attorney's fees and costs, for injuries, death, or damages to any person, including expressly and without limitation CDOT, arising from or in any way connected with the its performance or fulfillment of the Permit Obligations or any default or breach of any term of this Agreement by Developers, excepting only claims based solely on the Indemnified Parties' gross negligence, bad faith, or intentional acts. The Indemnified Parties shall have the right to retain their own counsel, in which case those reasonable attorney and expert fees and costs shall be covered by Developers' indemnification obligation in this Section.

7. The Developers stipulate, acknowledge and agree that: (a) the Developers do not object to and have waived any appeal of the terms and conditions of the CDOT Permit; (b) the terms and conditions of the CDOT Permit are authorized by Section 4-2-2(g), P.M.C.; and (c) to the extent applicable, the Permit Obligations comply with all conditions and requirements set forth in Section 29-20-203, C.R.S. It is expressly acknowledged that the foregoing covenant is a

material term of the Agreement without which the City would not have approved and executed the Agreement or the CDOT Permit.

8. The Parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement without materially modifying their respective rights or obligations hereunder. The Developer shall have the right to delegate its obligations hereunder to other parties provided that the Developer will remain primarily liable or obligated as herein provided.

9. This Agreement represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the Parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect.

10. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

11. 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.

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

******SIGNATURE PAGE FOLLOWS******

**CITY OF PUEBLO**

By: _____
Heather Graham, Mayor

Approved as to form.

_____
City Attorney

**DTV PUEBLO & GRETNA, LLC**

_____
Brian Zurek, Manager

**TBAZ, LLC**

_____
Lubertus Hayenga, Manager

EXHIBIT A

COLORADO
Department of Transportation
Region 2
Traffic & Safety – Access Permits

Permit No. **223094**
City of Pueblo

August 18, 2025

City of Pueblo Public Works
Andrew Hayes, PE
211 E D Street
Pueblo, Colorado 81003

Dear Permittee:

1. Please **review** the attached State Highway Access Permit (Form #101) and all enclosed attachments.

2. If you choose **NOT** to act on the permit, please notify the Colorado Department of Transportation (CDOT) within 60 days of the date of this transmittal letter, CDOT will consider this permit withdrawn and reapplication will be required.

3. If you wish to **APPEAL** the Terms and Conditions of the permit, please refer to the attached Form 101, Pages 2 and 3 for an explanation of the appeal procedures.

4. **If you ACCEPT** the Permit and its Terms and Conditions and are authorized to sign as legal owner of the property or as an authorized representative, please sign and date the DocuSign Access Permit form #101 on the line marked "PERMITTEE". Your signature confirms your agreement to all the listed Terms and Conditions. **The file will be returned electronically to the permit Author for final signatures and completion. The executed DocuSign envelope will be returned to you electronically through email once the CDOT permit author has signed, executing the permit.** Keep in mind that a permit does not grant access, permission to construct or perform any work in the CDOT right-of-way. Access and permission to construct will be granted with a Notice to Proceed to construct. This states that we have an agreement to grant access at the given location to you.

5. **Once the digital signature is complete** you will receive a link to pay the permit fee through PayPal. Disregard this prompt, the permit fee has been waived.

6. As described in the attached Terms and Conditions, you must make a written request to obtain a Notice to Proceed. **DO NOT** begin any work within the State Highway Right-of-Way without a validated Access Permit and Notice to Proceed. Use of this permit without the Colorado Department of Transportation's validation shall be considered a violation of State Law and the permit will be revoked.

If you have questions, please contact me at (719) 251-7804 or michelle.regalado@state.co.us.

Please return the Access Permit and attachments to:

CDOT R2 Traffic & Safety
Regalado - Access Permits
5615 Wills Blvd, Suite A
Pueblo, CO 81008

EXHIBIT A

COLORADO DEPARTMENT OF TRANSPORTATION

# STATE HIGHWAY ACCESS PERMIT

CDOT Permit No. **223094**

State Highway No / MP / Side: 045A / 0.660 / R-N

| Permit Fee | Date of Transmittal | Region / Section / Patrol / Name | Local Jurisdiction |
|---|---|---|---|
| Waived LA | 08/18/2025 | 2 / 04 / 41 / Buford | City of Pueblo |

The Permittee(s):

City of Pueblo Public Works - Andrew Hayes, PE
211 E D Street
Pueblo, CO 81003
(719) 553-2295 ahayes@pueblo.us

The Applicant(s):

City of Pueblo Public Works - Andrew Hayes, PE
211 E D Street
Pueblo, Colorado 81003
(719) 553-2295 ahayes@pueblo.us

is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location: SH 45A ±1,795 feet east from MP 1 (MP .66 R-N)
North leg of connection of Gretna Ave to SH 045A (Pueblo Blvd)

Access to Provide Service to:

| *Code* | *Land Use* | *AADT* | *PHV_AM* | *PHV_PM* |
|---|---|---|---|---|
| 848 | Tire Store | N/A | 19 | 30 |
| 934 | Fast-Food Restaurant with Drive-Through Window | N/A | 5 | 11 |
| 1099 | City Street Connection of Gretna Avenue to SH045A/ Pueblo Boulevard (north leg of intersection) which includes existing City Park and Open Space and existing Auto Repair Shop | N/A | 6 | 14 |
| | **TOTAL** | **N/A** | **30** | **55** |

Additional Information: Please see Attached Terms and Conditions.

**MUNICIPALITY OR COUNTY APPROVAL**
Required only when the appropriate local authority retains issuing authority.

| Signature | Print Name | Date | Title |
|---|---|---|---|
| | | | |

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

**The permittee shall notify Ron Young with the Colorado Department of Transportation, at 719-289-8718 at least 48 hours prior to commencing construction within the State Highway right-of-way.**

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

| **Permittee Signature:** | Print Name | Date |
|---|---|---|
| | Andrew E. Hayes, Dir. of Public Works | 10/31/2025 |
| **Co-Permittee Signature:** (if applicable) | Print Name | Date |
| | | |

This permit is not valid until signed by a duly authorized representative of the Department.
COLORADO DEPARTMENT OF TRANSPORTATION

| Signature | Print Name | Title | Date (of issue) |
|---|---|---|---|
| | | | |

**Copy Distribution:** Required: 1.Region 2.Applicant 3.Staff Access Section 4.Central Files
Make copies as necessary for: Local Authority Inspector MTCE Patrol Traffic Engineer

**Previous editions are obsolete and may not be used**

**State Highway Access Permit**
**Form 101, Page 2**

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.

2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.

3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.

4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4]

2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.

3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.

4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

EXHIBIT A

## TERMS & CONDITIONS

Access Permit No: 223094
Permittee: City of Pueblo / Andrew Hayes
Applicant: City of Pueblo / Andrew Hayes

August 18, 2025
045A & Gretna Ave, MP 0.660, R-N
City of Pueblo

1. **READ ALL STANDARD REQUIREMENTS ON THE ATTACHED FORM 101 AND OTHER TERMS AND CONDITIONS ON THESE ATTACHED SHEETS.**

2. This Permit hereby replaces all previous access permit(s) for this ownership, which now become null and void including State Highway Access Permit #211048 issued September 2012.

3. A NOTICE TO PROCEED TO CONSTRUCTION, CDOT Form 1265, is required before beginning the construction of the access or use of the access. Prior to NOTICE TO PROCEED issuance, the Permittee shall provide all documents required of these terms & conditions, including, but not limited to, the following:

    a. A written request for a NOTICE TO PROCEED that includes the access permit number
    b. Construction Plan Set
    c. Engineer's Construction Bond Estimate
    d. Performance Bond

4. The purpose of this Access Permit is to re-permit an existing access to State Highway **045A** for a change in use of the adjacent property in terms of access operation, traffic volume and/or vehicle type and allow improvements to be made to the access.

    The access will serve the north leg connection of Gretna Avenue, a City of Pueblo maintained roadway/street, to SH045A (Pueblo Boulevard).

    This access permit was prompted by a new commercial development of a tire shop and Fast-Food Restaurant with Drive-Through Window – Lots 1 & 2 respectively of Rearrangement of Property Boundaries RPB-23-15 in Block 5, "Sunny Side, a Re-subdivision of Lake Gardens", Reception #2374747.

    The access will serve the city street, Gretna Ave including:

    a) Tire Store (Les Schwab)
    b) Fast-Food Restaurant with Drive-Through Window
    c) Existing Auto Repair Shop
    d) Existing City Park and Open Space

5. The access is located on the **right/north** side of State Highway **045A**, a distance of **±1,795-feet east from Milepost 1.0** (**MP 0.660**) a city street Gretna Ave in the City of Pueblo.

6. This section of State Highway **045A** is a Category **NR-A** highway with a posted speed limit of **55 MPH**.

7. The Annual Average Daily Traffic (AADT) volumes and Peak Hour Volumes (PHV) using this access shall not exceed the following:

## TERMS & CONDITIONS

Access Permit No: 223094
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| *Code* | *Land Use* | *AADT* | *PHV_AM* | *PHV_PM* |
|---|---|---|---|---|
| 848 | Tire Store | N/A | 19 | 30 |
| 934 | Fast-Food Restaurant with Drive-Through Window | N/A | 5 | 11 |
| 1099 | City Street Connection of Gretna Avenue to SH045A/ Pueblo Boulevard (north leg of intersection) which includes existing City Park and Open Space and existing Auto Repair Shop | N/A | 6 | 14 |
| | **TOTAL** | **N/A** | **30** | **55** |

8. If in the future, the traffic volumes increase by greater than 20% of the permitted number and/or any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the Permittee or current property owner is required to apply for a new Access Permit and may be required to construct highway improvements.

9. This access will be allowed **right turn movements only** (right in, right out). Left turns out of or into the access are not allowed.

10. The access width shall be **32-feet** measured at the right-of-way line. The access width shall be measured exclusive of the radii, flares, curb, gutter, and any median. Only the travel portion of the access is measured.

11. The following criteria and documents were used to establish this Access Permit:

    a. The Application for Access Permit (CDOT Form 137) signed by the permittee on **07/28/2025** and accepted on **07/28/2025**
    b. All attachments included with the application
    c. State Highway Access Code, Volume 2, CCR-601-1; Effective date March 2002
    d. The State Highway Access Category Assignment Schedule, as revised
    e. The Colorado Department of Transportation (CDOT) M&S Standard Plans
    f. The Colorado Department of Transportation (CDOT) Standard Specifications
    g. Vicinity Map
    h. Approved Traffic Impact Analysis, signed and sealed by **Roxann M Hayes**, PE # **35171**, dated **05/09/2025.**
    i. Draft Drainage Letter, prepared by **Virgil Sanchez, MS Civil Consultants, Inc**, dated **July 2025.**

12. No additional access will be allowed to **right/north** side of State Highway **045A** between **Mirror Ave** (**milepost 0.79**) and **Lakeshore Drive (Palmer Ave)** (**milepost 0.53**).

    Physical separation and delineation along a property frontage such as curb and gutter or fencing, may be required when necessary to ensure that access will be limited to permitted locations.

13. This Access Permit is issued in accordance with the 2002 State Highway Access Code (2CCR 601-1) and is based in part upon the information submitted by the Permittee. This Access Permit is only for the use and purpose stated in the Application and on the Permit. Any changes, based upon existing and/or anticipated future conditions in traffic volumes, drainage, types of traffic, or other

operational aspects may render this permit void, requiring a new Application for Access Permit to be submitted for review by the Department and/or Issuing Authority.

14. By accepting this permit, the Permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the Issuing Authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the Permittee's use of the Access Permit during the construction of the access.

15. The following improvements are required to be designed and installed as detailed in this document:

    a. Installation of a raised concrete median in the center of State Highway 045A (Pueblo Blvd) restricting left turns at Gretna Ave as well as all associated signs and pavement markings required (see also #15h below).

    b. Installation of raised concrete median in the center of Lakeshore Drive at State Highway 045A (Pueblo Blvd) restricting left turns out of this access as well as all associated signs and pavement markings required in conjunction with State Highway Access Permit #223098.

    c. Installation of a raised concrete median in the center of State Highway 045A (Pueblo Blvd) from Lakeshore Drive to east of Berkley Ave restricting left turns at Berkely Ave as well as all associated signs and pavement markings required in conjunction with State Highway Access Permit #223098.

    d. Installation of westbound combined (RT acceleration/RT deceleration) auxiliary turn lane from Lakeshore Drive to Berkley Ave along the north side of State Highway 045A (Pueblo Blvd) as well as all associated signs and pavement markings required in conjunction with State Highway Access Permit #223098.

    e. Installation of concrete curb and gutter as well as curb ramps from Lakeshore Drive to Berkley Ave along the north side of State Highway 045A (Pueblo Blvd) in conjunction with State Highway Access Permit #223098.

    f. Installation of 6-ft wide concrete sidewalk across the entire highway frontage of the property and curb ramps between Gretna Ave and Lakeshore Drive on the north side of State Highway 045A (Pueblo Blvd) in conjunction with State Highway Access Permit #223098.

    g. Removal of existing access to private property between Gretna Ave and Lakeshore Drive on the north side of State Highway 045A (Pueblo Blvd) in conjunction with State Highway Access Permit #223095.

    h. A traffic signal at the intersection of State Highway 045A (Pueblo Blvd) and Mirror Ave will be constructed by the Permittee at no cost to the Department, as well as center raised median on the highway from west of Acero Ave to east of Gretna Ave and in conjunction with State Highway Access Permits #224097 and #224098.

    Any highway improvements shall be designed (other than noted above) and constructed by the Permittee at no cost to the Department. Failure by the Permittee to provide such warranted improvements may result in the revoking of the Access Permit and closure of the access approach.

16. Additional Department permits are required for work involving all utilities and landscaping within the right-of-way.

## TERMS & CONDITIONS

Access Permit No: 223094 August 18, 2025
Permittee: City of Pueblo / Andrew Hayes 045A & Gretna Ave, MP 0.660, R-N
Applicant: City of Pueblo / Andrew Hayes City of Pueblo

17. The Permittee is responsible for obtaining any necessary additional federal, state and/or local government agency permits or clearances required for construction of the access. Approval of this Access Permit does not constitute verification of this action by the Permittee.

18. The Permittee is hereby advised that other utilities may exist within the proposed permit area and shall implement all measures to protect any existing utilities from damage.

19. Any damage to existing highway facilities shall be repaired immediately at no cost to the Department and prior to continuing other work. Any mud or other material tracked or otherwise deposited on the roadway shall be removed daily or as ordered by the Department Inspector.

20. The Permittee is required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) that have been adopted by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board) and incorporated by the U.S. Attorney General as a federal standard. These guidelines are defining traversable slope requirements and prescribing the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: https://www.codot.gov/business/designsupport/standard-plans.

21. The local jurisdiction may have established by ordinance or resolution more stringent design standards and/or require additional permitting. The more stringent standards shall apply.

22. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in a forward movement. Backing into the right-of-way shall be considered a violation of the Terms and Conditions of the Access Permit and may result in the revocation of the Permit by the Department and/or Issuing Authority.

23. The Permittee shall maintain adequate, unobstructed sight distance in both directions from the access. When determining the distance between accesses, the point of tangent shall be used where a radius is present, or the beginning of the curb cut. The minimum sight distance that shall be maintained along the highway for the access shall be 450-feet. The minimum sight distance that shall be maintained for the vehicle entering the highway shall be 825-feet.

24. Any landscaping or potentially obstructing objects such as but not limited to advertising signs, structures, trees, bushes, and landscape elements shall be designed, placed, and maintained at a height not to interfere with the sight distance needed by any vehicle using the access. No vertical elements are allowed within the clear zone as determined by the Department. The Department will require any object or landscaping to be maintained. If the objects are deemed by the Department to be a traffic hazard, it shall be removed by the Permittee at no cost to the Department.

25. The Department retains the right to perform any necessary maintenance work in this area.

26. All submittals, documents, plans, and other items that must be completed shall be submitted and approved by the Department before a NOTICE TO PROCEED to construction will be issued. Prior to NOTICE TO PROCEED issuance the Permittee shall also provide following:

    a. Construction plan set and specifications prepared by a Colorado Licensed Professional Engineer (Engineer) and submitted to the Department for approval. The plans must include, but not limited to, pavement striping and signing, layout of auxiliary lanes, utility locations, present and proposed right-of-way lines, present and proposed traffic control devices, cross sections on 50-foot intervals (NO CONTOURS), typical roadway sections, and final stabilization/seeding requirements. **See attached checklist**.
    b. A Construction Cost Estimate for the highway improvements to be approved by the Department, including mobilization and temporary traffic control. The estimate shall be completed using CDOT line-item codes and descriptions when possible.

**c.** A performance bond or other approved surety from the Permittee's contractor to the Department that will ensure completion of the approved highway and all related intersection improvements. The bond must be in the amount equal to 110% of the cost necessary to complete the project in accordance with Access Permit terms and conditions, per the approved Construction Cost Estimate. The bond company must be licensed to do business in the State of Colorado. The Cost Estimate and a draft of the bond language must be provided and approved by the Department before acceptance of the final bond and before issuance of the NOTICE TO PROCEED. **See attached performance bond guidelines.**

d. Escrow in lieu of highway improvements.

e. Proof that any impacted portions of the state highway are included in the Permittee's Construction Stormwater Permit (CSP).

TRAFFIC CONTROL, SIGNING, & STRIPING

27. Two-way traffic shall be always maintained throughout the work area on the state highway.

28. Signing, paving markings, and striping for the safe and proper operation and control of the access are the responsibilities of the Permittee in accordance with the approved plans.

29. All traffic control devices (permanent or temporary) within the highway or other public right-of-way or access that serve the public shall conform to the M.U.T.C.D.

30. Any construction within state highway right-of-way shall have an approved work zone traffic control plan with required installed temporary traffic control and only be performed during the approved hours and days.

    a. This plan shall utilize temporary traffic control devices as necessary to ensure the safe and expeditious movement of traffic around and through the work site as well as ensure the safety of the work force.
    b. A Certified Traffic Control Supervisor or a Colorado Licensed Professional Traffic Engineer should prepare the traffic control plan. The plan shall be in conformance with the latest Manual on Uniform Traffic Control Devices (MUTCD) and other applicable standards.
    c. The plan must be submitted and approved by the CDOT Access Inspector at least five working days prior to beginning construction within the highway right of way.
    d. All work that requires temporary traffic control shall be supervised by a licensed professional traffic engineer or by a certified traffic control supervisor. The traffic control supervisor shall, at a minimum, inspect the temporary traffic control daily and shall provide inspection records upon request.
    e. The contractor, in accordance with the Department's standards, shall certify flagging personnel, when required.
    f. The approved traffic control plan will be attached to the Permit with the NOTICE TO PROCEED TO CONSTRUCTION and must be available on site throughout the duration of the construction.

31. Prior to removing any existing highway signs within the limits of the construction activities or if any traffic control devices are within 50-feet of the construction area, the Permittee/Contractor must contact the CDOT Access Inspector for guidance and direction.

DRAINAGE

32. The highway drainage system is for the protection of the state highway right-of-way, structures, and appurtenances. It is not designed nor intended to serve the drainage requirement of abutting or other properties beyond undeveloped historical flow. Design, installation, and maintenance of any drainage facilities shall be consistent with Sections 2.7, 4.9, and 4.11 of the State Highway Access Code.

Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder and shall not interfere with the existing drainage system in the right-of-way or any adopted municipal system and drainage plan. Drainage to the state highway right-of-way shall not exceed the undeveloped historical rate of flow.

33. If applicable, drainage shall be according to the approved drainage report.

34. The Permittee shall provide, install, and maintain, at their own expense, drainage structures for access that will become an integral part of the existing drainage system. Drainage structures under the access should extend beyond the access radius to accommodate the side slopes with the specified end treatment.

35. If applicable, the Permittee shall install drainage features per the approved plan and/or detail to include culverts, cross pans, ditches, etc. Flared end sections or other protective end treatments are required for culverts larger than 18-inch diameter.

36. All existing drainage structures shall be extended, modified, or upgraded as applicable to accommodate all new construction and safety standards. This shall be done in accordance with the Department's standard specifications.

37. If a storm sewer is available, it shall be used to the extent possible.

38. If a cross-pan is required, it shall be reinforced concrete, a minimum of 8-feet wide and 8-inches thick, in accordance with the Department's standard specifications.

39. Any work in area adjacent to open water (streams, drainage, ponds, etc.) will require adequate erosion control measures in accordance with Section 107.25 of the Department's standard specifications.

40. Any other discharges may require Colorado Discharge Permit(s) or separate permits from CDPHE or the appropriate agency before work begins. For additional information and forms, go to the CDPHE website at: http://www.cdphe.state.co.us/wq/PermitsUnits/wqcdpmt.html.

41. The Permittee is responsible for all environmental compliance, including but not limited to air borne pollutants, discharges, and erosion control measures during the construction phase. The developer is responsible for MS4 compliance; best management practice during construction should include clean project ingress and egress.

ENVIRONMENTAL

42. It is the responsibility of the Permittee/applicant to determine which environmental clearances and/or regulations apply to the access and to obtain any clearances that are required directly from the appropriate agency. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" for details. FAILURE TO COMPLY WITH REGULATORY REQUIREMENTS MAY RESULT IN SUSPENSION OR REVOCATION OF YOUR CDOT PERMIT, OR ENFORCEMENT ACTIONS BY OTHER AGENCIES.

43. Although the local agency City of Pueblo may or may not be an agency that is required to obtain MS-4 permits, the Department would like to emphasize this development devise and implement a permanent plan for periodic removal and disposal of sediment from detention facilities and for maintenance of development detention facilities. Attached is the CDOT Environmental Clearances Information Summary listing some of the more commonly encountered environmental permits/clearances that may apply to activities and contacts for questions regarding these permits/clearances.

44. Any environmental discoveries shall be mitigated in conformance with Section 107.23 of the

Standard Specifications for Road and Bridge Construction, latest edition. A surface survey must be performed, and a written clearance provided to the Department prior to a NOTICE TO PROCEED to Construction being issued. It is the responsibility of the Permittee to assure that no such sites are present prior to commencement of any construction activities. All identified sites shall be mitigated to the satisfaction of the appropriate agency prior to proceeding with work activities. Wetland mitigation shall be completed in conformance with the policies, procedures and regulations of the Corps of Engineers, Federal Highway Administration and the State of Colorado as may be applicable.

ACCESS SURFACING

45. The existing hard surface pavement is acceptable with no improvements required at this time. The hard surface shall remain for a distance of 50 feet from the edge of roadway. The access shall be surfaced from the highway roadway to the right-of-way line as follows:
    a. The access shall be surfaced with pavement for a minimum of 50-feet from the traveled way. The remainder of the access within the highway right-of-way shall be surfaced with 12-inches of Aggregate Base Course (Class 6), if not paved also.

    Pavement shall be:
        a) 6-inches of compacted Hot Mix Asphalt Type SX(75) PG64-22 and 12-inches of Aggregate Base Course (Class 6); or
        b) 8-inches of approved concrete and 12-inches of Aggregate Base Course (Class 6)
    b. Any access requiring a turn lane shall have a hard surface pavement for a minimum distance of 50-feet from the traveled way. The surfacing for the access and the widening shall be per an approved pavement design and mix design on a sub-grade with "R>66". The designs shall be submitted to the CDOT Access Inspector for review and approval. The pavement and mix designs shall be incorporated in the plans.
    c. A mill and overlay of the existing roadway may be required if:
        a) the current condition of the roadway and the additional surface quality and roadway strengths are impacted
        b) through lanes are redirected
        c) the centerline of the roadway is shifted
        d) surface drainage is impacted
        e) uneven pavement joint transitions are created
    d. If hard surfacing (concrete or bituminous pavement) abuts existing pavement, the existing pavement shall be saw cut and removed a minimum of one (1) foot back from the existing edge of pavement.
    e. If patching is required due to saw cutting, Hot Mix Asphalt Type SX(75) PG64-22 shall be used. The asphalt shall match existing (6-inches minimum). The material will be placed in 2-inch lifts.
    f. All pavement construction and materials shall be in accordance with the Department's standard specifications.

46. The radii requirements shall be consistent with Section 4.6 of the State Highway Access Code and as follows:

    a. Where roadway shoulders are present, the radius is measured to the edge of the closest lane.
    b. The access width, for an access without curbs, shall be measured exclusive of the radii or flares. The width of any non-traversal median is not counted as part of the access width. Only the travel portion is measured.

47. When curb & gutter is present, or required, it shall be Standard Type 2 Curb in conformance with Section IIB of CDOT Standard M-609-1 or match the existing curb and gutter.

SIDEWALK

48. The sidewalk shall be constructed to match existing width and meet CDOT or City of Pueblo Standards. Construct a 6-feet wide, 4-inch thick concrete sidewalk abutting or behind the curb along Pueblo Blvd (State Highway 45A) across the entire property frontage.

MEDIAN AND TRAFFIC ISLAND DESIGN

49. Median and traffic island design shall be consistent with Sections 4.6 and 4.8 of the State Highway Access Code.

UTILITIES

50. It is the responsibility of the permittee to comply with the Subsurface Utility Engineering (SUE) requirements as defined in the ASCE 38 (American Society for Civil Engineering).

51. The Permittee is responsible for any utilities and/or traffic control devices disrupted by the construction of this access and all expenses incurred for repair. There are existing utilities on the highway right-of-way by permit. Owners of those utilities must be contacted. Any work necessary to protect existing permitted utilities, such as encasements, bulwarks, etc. will be the responsibility of the Permittee.

    a. Non-Destructive Air-vacuum Excavation (potholing) to expose the utilities being surveyed to determine their exact depth and location may be necessary before any work commences. A core hole saw cut is the recommended method of entry through pavement for potholing. Flowfill is required for backfill of the core hole under the pavement or on the roadway.
    b. The vacuum excavation technique is used not only to expose utilities but also for other uses that are benefited by the non-invasive/non-destructive, environmentally friendly technology such as dewatering or drill fluid/saw cutting fluid removal.
    c. The Contractor shall utilize a spotter to assist in the visual inspection of all excavation work as it progresses near existing CDOT Intelligent Transportation Systems fiber optic line conduits, pull boxes and manholes. The Contractor shall provide a spotter to aid equipment operators when construction activities are near marked or unmarked fiber lines.
    d. The spotter shall observe all excavation work as it progresses to ensure that no damage occurs to existing underground fiber lines. When the spotter has visual sight of the underground conduit, the spotter shall notify the equipment operator of the proximity to the conduit and begin to guide the excavation work. The spotter shall guide all excavation work around the conduit to ensure no damage occurs.

AUXILIARY LANES

52. The existing auxiliary lanes at Gretna Ave on the north side of State Highway 045A (Pueblo Blvd), right-turn acceleration and right-turn deceleration, shall remain in compliance per the State Highway Access Code.

53. Installation of auxiliary lane(s) (i.e., right/left acceleration lanes, right/left deceleration lanes) and/or a traffic signal may be required in the future as determined by the Department. These improvements will be determined based on safety problems created by the access. If the vehicular volume of the access meet warrants as required by Section 3 of the State Highway Access Code, or if the warrants for a signal are met in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), a new access permit will be required. The improvements shall be designed and installed by the Permittee in a timely manner to the Department's standards and specifications and at no cost to the Department. Failure by the Permittee to provide such improvements shall result in the revocation of this access permit and closure of the access approach.

OTHER DESIGN ELEMENTS

54. Other design elements shall be consistent with Section 4.9 of the State Highway Access Code.

SURVEY

55. Survey Markers or Monuments

    a. Survey markers or monuments must be preserved in their original positions. Notify the CDOT Survey Unit immediately upon damage to or discovery of any such markers or monuments at the work site.
    b. Any survey markers or monuments disturbed during the execution of this permit shall be repaired and/or replaced immediately to the satisfaction of the CDOT Survey Unit at the expense of the Permittee.
    c. All survey procedures and minimum tolerances shall be in conformance with the Department Survey Manual and the "Manual of Instruction for the Survey of Public Lands of the United States" 1972 and section 38-53-101 et seq, C.R.S.
    d. Monuments shall conform to Department Standard M-629-1.

INSURANCE

56. The Permittee or the contractor shall be required to provide comprehensive general liability and property damage insurance naming the Department and the Issuing Authority (if applicable) as an additional insured party, in the amounts of not less than $1,000,000 per occurrence and automobile liability insurance of $1,000,000 combined single limit bodily injury and property damage for each accident, during the period of access construction. For contractors having more than one (1) employee they shall also have Workers Compensation per statute and employers' liability in amounts not less $1,000,000. The permittee or contractor shall carry property insurance policies covering their own properties with a waiver of subrogation endorsement. The insurance certificate shall also list the Access Permit number.

ENGINEER OF RECORD, CONSTRUCTION MANAGEMENT, & INSPECTIONS

57. The Permittee shall hire a Colorado Licensed Professional Engineer to serve as the Engineer in Responsible Charge of construction observation. The Engineer's responsibilities include, but are not limited to:

    a. The Engineer in responsible charge of construction observation shall evaluate compliance with plans and specifications regarding the roadway improvements within the State Highway right-of-way only. The Engineer's responsibilities shall be as defined in laws, rules, and policies of the State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors, and the relevant sections of the CDOT Standard Specifications for Road and Bridge Construction. The Engineer shall be experienced and competent in road and bridge construction management, and inspection and materials testing.
    b. The Engineer shall carefully monitor the contractor's compliance with the permit specifications, including Construction Zone Traffic Control, and report any item which may not be in compliance or cannot be determined to be in compliance, and the nature and scope of the item relative to compliance.
    c. The Engineer shall test construction materials for compliance and provide test results.
    d. *Engineering Certification*: After inspection and before final acceptance, the Engineer shall provide written certification to the Department. Certification is defined as a statement that includes all of the following:
        a) That all inspections, materials, materials testing, and construction methods conform to the plans, specifications and purpose of design; and
        b) Is based upon the Engineer's knowledge, information, and is in accordance with applicable standards of practice; and

c) That the engineering services addressed therein have been performed by the Engineer, or under the Engineer in Responsible Charge; and
d) Signature and seal of the Engineer.

58. The Permittee shall provide a complete set of the As-Built plans, signed and sealed by the Engineer.

MISCELLANEOUS

59. All costs associated with the installation of this access are the responsibility of the Permittee. This includes the design, construction, utility relocation, testing of materials and inspection.

60. A pre-construction meeting shall be held with the CDOT Access Inspector prior to any construction within the state highway right-of-way AT LEAST 5 DAYS BEFORE STARTING WORK. To schedule a meeting, contact the Access Inspector.

61. The Department or Issuing Authority may suspend any work due to non-compliance with the provisions of this permit, adverse weather or traffic conditions, concurrent highway construction or maintenance in conflict with permit work or any condition deemed unsafe for workers or the public. The work may be resumed upon notice from the Department or Issuing Authority.

62. If necessary, minor changes, corrections and/or additions to the Permit may be ordered by the Department or local authority, to meet unanticipated site conditions. Changes may not be in violation of the State Highway Access Code. All major changes to the permit must be approved in writing by the Department prior to commencement of any work on or within the State Highway right-of-way.

63. Under no circumstances shall the construction of a private driveway by a private interest interfere with the completion of a public highway construction project.

64. No construction traffic is allowed to enter the highway along pioneered pathways through the ditches. Ditches may not be used for any construction purposes unless allowed under appropriate legal permits.

65. Equipment and vehicles cannot be parked in the clear zone; this includes when occupied by construction personnel; the clear zone shall be kept clear of vehicles, equipment, and stockpile to prevent accidents.

66. All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures and all applicable US Occupational Safety and Health Administration (OSHA) regulations - including but not limited to the applicable sections of 29 CFR Part 1910 – Occupational Safety and Health Standards and 29 CFR Part 1926 – Safety and Health Regulations for Construction.

67. Personal protective equipment (e.g., head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment:

    a. Head protection that complies with the ANSI Z89.1-2014 standard
    b. At all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and 1926.96. If required, such footwear shall meet the requirements of ASTM F 2412-05 and ASTM F 2413-05
    c. High visibility apparel as specified in the Traffic Control provisions of this permit (at a

minimum, ANSI/ISEA 107-1999, Class 2)

d. Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

68. All work is to conform to the plans referenced by this permit on file with the Colorado Department of Transportation or as modified by this Permit or per the Notice to Proceed. If discrepancies arise, this permit and the valid Notice to Proceed shall take precedence over the plans. The Department plan review is only for the general conformance with the Department's design and code requirements. The Department is not responsible for the accuracy and adequacy of the design, dimensions, elevations, or any other elements, which shall be confirmed and correlated at the work site. The Department through the approval of this document assumes no responsibility for the completeness and/or accuracy of the plans.

69. The Department's standards, specifications, and regulations shall override the plans incorporated in this permit should an oversight, omission, or conflict occur. The Department assumes no liability or responsibility whatsoever for the accuracy, completeness, or correctness of the Permittee's plans. Any plan errors are the sole responsibility of the Permittee and/or the Engineer. The Colorado Department of Transportation inspection is not an approval of the grade or alignment of the work. The contractor and/or the Engineer are responsible for the proper grade and alignment.

70. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within State Highway right-of-way.

71. Any long-term suspension of work shall be approved by the Department.

72. You must obtain approval from the Department Inspector to commence work within the right-of-way following any suspension of construction.

73. If the permit has expired and no other extensions are available to you, a new access permit application must be submitted to the Department.

74. **A Fully Executed Complete Copy of this Permit, valid Notice to Proceed to Construction, and approved Traffic Control Plan must always be on the job site with the contractor during the construction.** Failure to comply with this or any other construction requirement may result in the immediate suspension of the work by order of the Department Inspector or the Issuing Authority.

CLOSE OUT AND WARRANTY

75. Upon completion of the access construction, notify CDOT Access Inspector for a final inspection and to request a Conditional Letter of Acceptance.

76. As-Built plans shall be submitted and approved no later than 45 days after completion of construction. The Conditional Letter of Acceptance will not be issued until the As-Built plans have been submitted and approved.

77. A cost estimate for improvements of the highway shall be submitted to the Access Inspector at the time of acceptance.

78. There is a 2-year warranty period for all construction elements per Section 2.5(6) of the State Highway Access Code. The 2-year warranty period begins with the date of the Conditional Letter of Acceptance.

79. If all construction elements are accepted at the conclusion of the 2-year warranty period, a Final Letter of Acceptance will be issued.

80. All required conditions of this permit, including any access improvements, shall be complete prior

**TERMS & CONDITIONS**

Access Permit No: 223094
Permittee: City of Pueblo / Andrew Hayes
Applicant: City of Pueblo / Andrew Hayes

August 18, 2025
045A & Gretna Ave, MP 0.660, R-N
City of Pueblo

to the herein-authorized use of this access.

## CONTACT INFORMATION

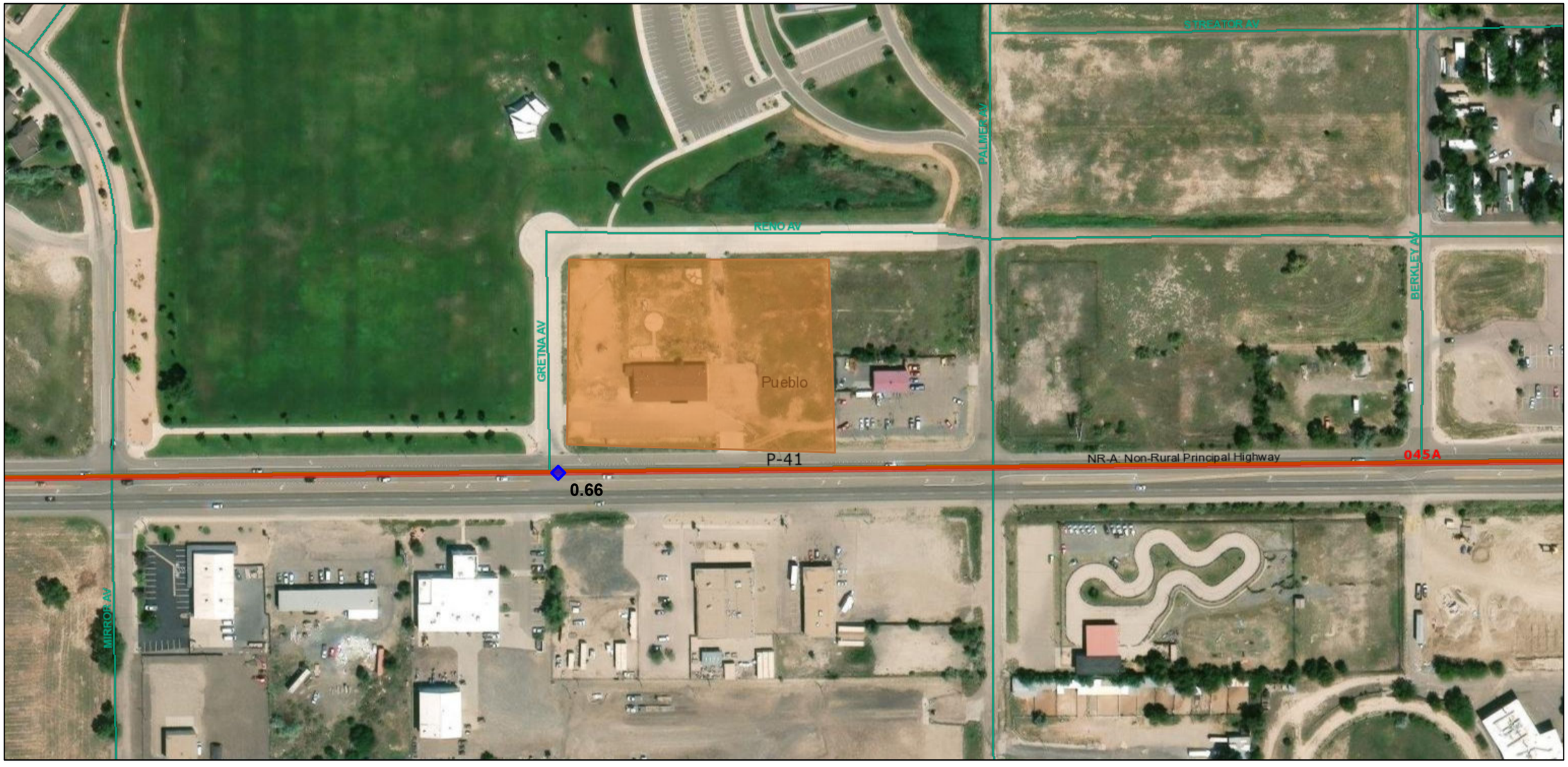
**CDOT Access Unit**
Ron Young, Access Inspector
(719) 289-8718
ronaldr.young@state.co.us

**CDOT Right-of-Way Unit**
TJ Thiebaut, Real Estate Specialist
(719) 546-5413
thomas.thiebaut@state.co.us

**CDOT Survey Unit**
Greg Jones, Professional Land Surveyor
(719) 248-9045
gregorya.jones@state.co.us

# 223094 North Leg Gretna & SH 45 (MP 0.66 R) City of Pueblo

EXHIBIT A




8/18/2025, 10:50:13 AM

Override 1
Find Route Line
Local Roads
Major Roads
Frontage Roads
Highways: Maintenance Patrols
1, 1
1, 2
1, 3 1, 4 1, 5 1, 7 10, 1 10, 2 10, 3 10, 4 10, 5 10, 7 11, 1 11, 2 11, 3 11, 4 11, 5 11, 7 12, 1 12, 2 12, 3 12, 4 12, 5 12, 6 13, 1 13, 3 13, 4 13, 5 13, 6 14, 1 14, 2 14, 3 14, 4 14, 5 14, 6 15, 1 15, 2 15, 3 15, 4 15, 5 16, 1 16, 2 16, 4 16, 5 17, 1 17, 2 17, 3 17, 4 17, 5 17, 7 18, 1 18, 2 18, 4 18, 5 18, 7 19, 1 19, 2 19, 3 19, 4 19, 5 19, 6 19, 7 2, 1 2, 2 2, 3 2, 4 2, 5 2, 7 2, 9 20, 1 20, 2 20, 3 20, 4 20, 5 21, 1 21, 2 21, 3 21, 4 21, 5 22, 1 22, 2 22, 4 22, 5 23, 1 23, 2 23, 3 23, 4 23, 6 23, 7 24, 1 24, 3 24, 4 24, 5 24, 7 25, 1 25, 2 25, 3 25, 4 25, 5 25, 7 26, 1 26, 2 26, 4 26, 5 26, 6 27, 1 27, 2 27, 3 27, 4 27, 6 27, 7 27, 9 28, 1 28, 2 28, 4 28, 5 28, 7

1:2,257

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

Maxar, Microsoft, Esri, HERE, Garmin, iPC

Web AppBuilder for ArcGIS
Maxar, Microsoft | Esri, HERE, Garmin, iPC |

COLORADO
Department of Transportation
Region 2
Traffic & Safety – Access Permits

Permit No. **223094**
SH 45A / City of Pueblo

August 18, 2025

City of Pueblo Public Works - Andrew Hayes, PE
211 E D Street
Pueblo, CO 81003
(719) 553-2295 ahayes@pueblo.us

Dear Permittee/Applicant:

The Colorado Department of Transportation (CDOT) has received your signed permit and application fee. The next step in the CDOT access permitting process is for you (Permittee/Applicant) to obtain a Notice to Proceed (NTP). ***Failure to obtain an approved Notice to Proceed prior to any construction will be a violation of the State Highway Access Code*** (2 CCR 601-1, "the Code") § 2.4.

## Notice to Proceed Checklist

The request for NTP shall include the following documents along with any with any other items specified in the Terms and Conditions of your permit. The documents shall be submitted and approved before the NTP will be issued. The Applicant must submit a complete packet of this information to CDOT with their written request. If the Applicant chooses not to request the NTP, the permit expires pursuant to subsection 2.3(11)(d).

The request for NTP shall include the following documents, along with any other items specified in the Terms and Conditions of your permit:

| | | Applicant/ Permittee | CDOT Access |
|---|---|---|---|
| **NOTE:** Please confirm each item below has been included/completed by placing a check mark in the "Applicant/Permittee" column. See right for example. The "CDOT Access" column is for office use only. | | ✓ | |
| **Complete set of approved Construction Plans for the proposed improvements** (must include, at a minimum) | | | |
| 1 | Address, as applicable, geometry, drainage, striping, signing, and signalization | | |
| 2 | Include, but not limited to, layout of the access, highway improvements, utility locations, present and proposed drainage, present and proposed right-of-way lines, present and proposed traffic control devices, and clear zone analysis | | |
| 3 | Signed and sealed by a Colorado Professional Engineer in accordance with CRS 12-25-117 | | |
| 4 | Conform to the requirements of the permit terms and conditions | | |
| 5 | Include the following statement on the cover page of the plans: "This design is in full compliance with Section 4 of the State Highway Access Code, 2 CCR 601-1 except for the following approved design waivers:" (list approved design waivers) | | |
| **Approved Engineer's Cost Estimate and Performance Bond** | | | |
| 1 | The performance bond must be at least 110% of the estimated total highway construction costs. Bonding agency must be licensed to do business in the State of Colorado. A cost estimate, sealed by a Colorado registered professional engineer, and a draft of each bond must be provided and approved by CDOT. The estimate must include all pay items including: Mobilization, Traffic Control, Erosion Control, etc. Once approved, the final bond must be submitted to CDOT prior to issuing a NTP. | | |

| | | | |
|---|---|---|---|
| **The applicant/permittee shall coordinate the following with the CDOT R2 Access Construction Coordinator prior to the issuance of the NTP.** | | | |
| | **Pre-construction Meeting** | | |
| 1 | The pre-construction meeting shall be scheduled between, but not limited to, Applicant, CDOT R2 Access Construction Coordinator, construction personnel, Traffic Control Supervisor, and Permittee (if other than Applicant). Contact Ron Young, Access Construction Coordinator, at ronaldr.young@state.co.us or 719-289-2818 or to schedule the meeting. This meeting will go over all construction items and submittals required for the project. The requested items shall be submitted and approved prior to the issuance of the NTP. | | |
| | **Insurance Liability Certificate** (must include, at a minimum) | | |
| 1 | The Applicant or contractor shall be required to provide a comprehensive general liability and property damage insurance naming CDOT as an additional insured party, in the amounts of not less than $1,000,000 per occurrence and automobile liability insurance of $1,000,000 combined single limit bodily injury and property damage for each accident, during the period of access construction. | | |
| | **Construction Progress Schedule** (must include, at a minimum) | | |
| 1 | The Applicant shall provide a construction progress schedule that identifies all critical path items including but not limited to excavation, embankment, surfacing, culvert installation, traffic control placement and removal, and access construction completion. | | |
| | **Traffic Control Plan** (must be, at a minimum) | | |
| 1 | Consistent with CDOT Standard Plans Manual for Maintenance and Signing | | |
| 2 | Consistent with the MUTCD | | |
| 3 | Prepared by individual with American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association certification – or sealed (stamped) by a Colorado registered professional engineer | | |
| 4 | Accepted by CDOT prior to any construction within the right-of-way | | |
| 5 | Presented in a manner that provides a method of handling traffic (MHT) for each different phase of construction. The MHT will describe proposed construction phasing and will include dimensioned diagrams of work zone elements.<br>• The final traffic control plan must be submitted a minimum of three working days in advance of construction. Such plans may be revised as necessary with CDOT concurrence. | | |
| **After the above items have been approved, the applicant/permittee shall submit the following:** | | | |
| | **Written request for a NTP** (must include, at a minimum) | | |
| 1 | Access permit description with permit number | | |
| 2 | Construction company name and contact information | | |
| 3 | Construction Engineer of Record name and contact information | | |

Please contact me at 719-251-7804 or michelle.regalado@state.co.us with any questions.

Respectfully,

*Michelle Regalado*

Michelle Regalado
CDOT R2 Assistant Access Manager

EXHIBIT A

# DESIGN ELEMENTS FOR COMPLETING HIGHWAY IMPROVEMENT PLANS FOR ACCESS

## Introduction

This is a design aid listing elements that may be necessary to prepare a complete set of construction plans for access-related highway improvements. The scale of the improvement project and complexity of the topography will determine, in part, the necessary elements of the plan set.

## Title Sheet

- ☐ Standard Project Information (i.e. Subdivision Name, Permittee Name, etc.)
- ☐ State Highway Number
- ☐ County/City Name
- ☐ State Highway Access Permit Number
- ☐ Index of Sheets
- ☐ Vicinity map showing the highway improvements location, including Township, Range, and Section.
- ☐ Index of Revisions
- ☐ Length and Design Data
- ☐ Include the following statement: "This design is in full compliance with Section 4 of the State Highway Access Code, 2 CCR 601-1 except for the following approved design waivers:…"

## Standard Plans List Sheet

- ☐ Use CDOT "Table of Contents M&S Standards" to indicate the standards to be used on the project.
- ☐ Attach the latest revisions of the standards and details to be used on the project to the plans. The latest revisions can be obtained at: https://www.codot.gov/business/designsupport.

## Typical Cross Section Elements

- ☐ Show the existing surfacing width and lane designations.
- ☐ The typical section scale shall be 1" = 5' (horizontal and vertical).
- ☐ Show the existing ground-line a minimum of ten (10) feet past the proposed widening or right of way, whichever is greater.
- ☐ Show the proposed widening and surfacing including the depth of each layer.
- ☐ Provide the proposed widths for median, lanes, and shoulders. Typical widths are: Median = 16', Lane = 12', and Shoulder = 4' adjacent an auxiliary lane, and 8' adjacent to through lanes unless on NHS highways then 10' shoulder should be used.
- ☐ "Z" section should be 6' - 8' wide on a 6:1 slope.
- ☐ Use 6:1 or 4:1 slopes to the catch point or to the bottom of the ditch. With CDOT approval, the slope may be steepened to 3: 1 maximum.
- ☐ Show the location and depth of topsoil.
- ☐ Provide material and specification recommendations from Materials Engineer.

# DESIGN ELEMENTS FOR COMPLETING HIGHWAY IMPROVEMENT PLANS FOR ACCESS

## General Notes Sheet

- ☐ Provide general surfacing, earthwork, traffic, utility, structures, and construction notes.
- ☐ Provide seeding and mulching plan, or a landscape plan (including irrigation).

## Summary of Approximate Quantities

- ☐ Provide tabulations of all appropriate quantities used on the project.

## Plan and Profile Sheets

- ☐ The plans scale shall be one of the following scales: 1 " =20' or 1 " =50'. Use 1"=20' in urban areas or as authorized.
- ☐ Show and label the existing centerline of the highway and proposed centerline, if different.
- ☐ Show and label the curve data if a portion of the project is on a curve.
- ☐ Provide superelevation information.
- ☐ Show and label the survey line or the base line. .
- ☐ Use CDOT plan stationing if possible and provide survey ties to most recent project.
- ☐ Show and label the existing edge of pavement.
- ☐ Show and label the proposed edge of pavement.
- ☐ Include sufficient Match-line lengths to determine proper intersection alignment. (i.e. 800-1000 feet beyond project limits).
- ☐ Show and label the access width and the access radii.
- ☐ Speed change lanes (auxiliary lanes) shall be designed in accordance with the State Highway Access Code (2CCR601-1) for the appropriate category of highway.
- ☐ Indicate the posted speed for the section of the highway. If there are over lapping speed zones, show the locations of the speed limit signs. The design of auxiliary lanes is based on the current posted speed, and not what it may be posted in the future.
- ☐ Show the top of cuts and the toe of fills using CDOT standard symbols. **(Do not use contours)**.
- ☐ Show and label side drain size, type, and length.
- ☐ Show and label the existing and proposed drainage facilities. Including sizes, types, flows, invert elevations, etc.
- ☐ Show the profile of the access. The access must slope down from the highway for a minimum of 20 feet on a 2% grade for any access that is not a curb cut. Vertical curve data is also required.
- ☐ Show the existing right-of-way line.
- ☐ Dedication of right-of-way may be necessary to accommodate the highway improvements. See attached checklist for items necessary to dedicate right of way.
- ☐ Show all significant topography.
- ☐ Show and label all existing and proposed utility locations.
- ☐ Show and label existing guardrail.
- ☐ Show and label proposed guardrail.

EXHIBIT A

# DESIGN ELEMENTS FOR COMPLETING HIGHWAY IMPROVEMENT PLANS FOR ACCESS

## Existing Signing and Striping Sheets

- ☐ Show and label all signs (size, type, and legend).
- ☐ Show and label all striping (width and color).
- ☐ Include sufficient Match-line lengths to determine proper intersection alignment. (i.e. 800-1000 feet beyond project limits).
- ☐ Show and label the lane widths; turn lane lengths; and taper lengths.

## Proposed Signing and Striping Sheets

- ☐ Show and label all signs (size, type, and legend).
- ☐ Show and label all striping (width and color).
- ☐ Include sufficient match-line lengths to determine proper intersection alignment. (i.e. 800 - 1000 feet beyond project limits).
- ☐ Show and label the lane widths; turn lane lengths; and taper lengths.

## Detail Sheets

- ☐ Provide details of all items not CDOT standard (i.e. inlets, curb and gutter, etc.). These may be local agencies standards.

## Structural Cross Section Elements

- ☐ Show and label the existing surfacing width.
- ☐ The typical cross section scale shall be 1" = 5' (horizontal & vertical).
- ☐ Show and label the existing pipe and the original ground line a minimum of 10' past the proposed pipe extension.
- ☐ Show and label the proposed pipe extension (including type) and proposed grading associated with the extension.
- ☐ Show and label the dimension of the section and indicate any skew of the structure.
- ☐ Show and label the flowline elevations at inlet and outlet.
- ☐ Show and label the existing right-of-way line.
- ☐ Additional information may be required from CDOT Staff Bridge depending on the magnitude of the structure and extensions.

## Urban Section Elements

- ☐ Provide any applicable elements indicated above.
- ☐ Show and label (including type) of curb and gutter.
- ☐ Show and label curb ramps.
- ☐ Show and label the location of the existing and proposed sidewalks.
- ☐ Check with the local agency for their sidewalk requirements and provide documentation. At a minimum use 4’ for detached sidewalk, and 6' for attached sidewalk. Provide detail of sidewalk including thickness.
- ☐ Show the profile of the flowline.
- ☐ Show the existing and proposed locations of streetlights and traffic signal facilities.

## DESIGN ELEMENTS FOR COMPLETING HIGHWAY IMPROVEMENT PLANS FOR ACCESS

- ☐ If a traffic signal needs to be relocated, provide the name of the party responsible for such relocation. If the signal is to be relocated by a contractor, a set of design plans and specifications must be provided.
- ☐ Show the existing and proposed storm drain facilities.
- ☐ Lane widths are exclusive of the gutter pan.

**General Information**

- ☐ The final design plans must be signed and stamped by a Colorado Registered Professional Engineer. Check with the Access Permit author for the specific number of sets of plans required. Typically, 1 hardcopy and 1 digital copy will be required.

**References**

The following regulation, design guidelines, standards, and reference materials are also to be used in the development of the plans. Also listed below are selected sections from the design documents that may be used in preparation of the plans. All the necessary documents may not be listed. If there are any discrepancies between the regulation listed below and the other materials, the regulation takes precedence.

- State Highway Access Code (2 CCR 601-1) - A State of Colorado regulation
- Current edition of CDOT Roadway Design Manual
- CDOT Materials Manual
- CDOT Construction Manual
- CDOT Standard Specifications for Road and Bridge Construction
- Drainage Design Manual
- Flagging Booklet
- CDOT M & S Standards, latest revision, including but not limited to the following:
    a. M -100-1, Standard Symbols
    b. M-603-1, Metal and Plastic Culvert Pipe
    c. M-603-10, Concrete and Metal End Sections
    d. M-606-l & M-606-12, Guardrail
    e. M-607-1, Fencing
    f. M-608-1, Curb Ramps
    g. M-609- 1, Curbs and Gutters
    h. S-612-1, Delineator Installation
    i. S-614-1 & S-612-1, Ground Signs
    j. S-627-1, Typical Pavement Markings
- A Policy on Geometric Design of Highways and Streets, AASHTO
- AASHTO Roadside Design Guide
- Highway Drainage Guidelines, AASHTO
- Manual on Uniform Traffic Control Devices for Streets and Highways
- Colorado Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways

Some publications may be found online at: https://www.codot.gov/business/designsupport.

# COLORADO DEPARTMENT OF TRANSPORTATION
# Environmental Clearances Information Summary

**PURPOSE** - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive—additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT: Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

**CLEARANCE CONTACTS** - As indicated in the permit/clearance descriptions listed below, the following agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – 303-692-2000
  Water Quality Control Division (WQCD): 303-692-3500 https://cdphe.colorado.gov/water-quality
  Environmental Permitting Website https://www.colorado.gov/pacific/cdphe/all-permits
- CDOT Water Quality Program Manager: 720- 561-9001 https://cdphe.colorado.gov/water-quality-permits
- CDOT Asbestos Project Manager: 303-512-5519
- CDPHE Hazardous Materials and Waste Management Division (HMWMD) https://cdphe.colorado.gov/hm
- Colorado Division of Oil and Public Safety Department of Labor and Employment https://ops.colorado.gov/petroleum
- Colorado Office of Archaeology and Historic Preservation: 303-866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices:
  Omaha District (Northeastern CO), Denver Office 303-979-4120
  http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx
  Albuquerque District, Fort Carson Office 505-231-4187 Durango 970-259-1764 Grand junction 970-243-1199
  See map for counties (southern CO) https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/Southern-Colorado-Regulatory-Branch/
- CDOT Utilities, Special Use and Access Permitting: 303-757-9654 https://www.codot.gov/business/permits

**Wildlife Resources** - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat requires special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, http://www.codot.gov/programs/environmental/wildlife/guidelines, or the Colorado Parks and Wildlife (CPW) website, http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM). If any trees or shrubs are to be removed or work on/under bridges is to be completed between April 1 and August 31, a survey must be completed by a qualified wildlife biologist for active nests. If an active nest(s) is found no work may be done within 50' of the nest(s) until the nest(s) becomes inactive. To avoid the survey requirement, it is recommended that all vegetation that needs to be removed, be removed after August 31 and before April 1. Additional information may be obtained from the CDOT website, https://www.codot.gov/programs/environmental/wildlife/guidelines. Threatened and Endangered species Designated Critical Habitat mapper: https://fws.maps.arcgis.com/home/webmap/viewer.html?webmap=9d8de5e265ad4fe09893cf75b8dbfb77

**Cultural Resources** - The applicant must have a qualified cultural resources specialist request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP) to determine if there are known historic built environment AND archaeological resources in the permit area and more specifically, within CDOT right of way (ROW) (https://www.historycolorado.org/file-access; 303-866-5216). A qualified cultural resources specialist must also evaluate the potential for resources in the permit area that have not yet been documented and would not be in the file search. Depending on the file search and review of the permit area and the nature of the effects to resources within CDOT ROW (ROW), a field survey of the permit area by a qualified cultural resources specialist may be necessary, per guidance from CDOT cultural resources staff. If there are potential effects to resources within CDOT ROW, consultation under the Colorado Historic Register Act (CRS 24-80.1) may be required. If the permit area involves a highway easement deed (HED) through federal or tribal land, additional consultation with these agencies or tribal governments may be required. If the permit is being requested by another state or federal agency, coordination regarding regulatory compliance requirements and roles/responsibilities may be necessary. If archaeological sites/artifacts or historic built environment resources are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM.

**Paleontological Resources** - The level of effort required for paleontological resources is dependent on the amount of ground disturbance, including rock scaling, digging, trenching, boring, ground leveling, and similar activities.

- If the permit will involve extensive ground disturbance (generally involving more than one mile of CDOT ROW), a full review will be required by a qualified paleontologist, including map, file, and locality searches, with final recommendations provided by the CDOT paleontologist upon receipt of the report. Based on results of the review, a survey or inventory of the permit area may be necessary.
- If the permit will involve a small amount of ground disturbance (less than one mile of ROW), the applicant must request a fossil locality search through the University of Colorado Museum of Natural History (https://www.colorado.edu/cumuseum/research-

collections/paleontology/policies-procedure) and the Denver Museum of Nature and Science (https://www.dmns.org/science/locality-search-request/). The museum collections manager will provide information about localities in the project area. If there are no known localities, the permit requirement for paleontology is complete upon submitting that information to CDOT. If there are known localities, the CDOT paleontologist will be contacted by the museum with details, and additional recommendations will be made if necessary. Note that museum staff are not required to disclose the details of fossil localities to the permit applicant, nor is detailed locality information required for the permit application to proceed.

- If the permit does not involve ground disturbance, no action is required for paleontological resources. If fossils are encountered during the permitted action, all work in the immediate area of the find should stop and the CDOT Staff Paleontologist and the Region Planning Environmental Manager should be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. Contact Information: See the museum websites listed above. The CDOT Paleontologist is not able to conduct locality searches independently. For further information contact CDOT Paleontologist Nicole Peavey at nicole.peavey@state.co.us or 303-757-9632.

**Hazardous Materials, Solid Waste** - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. ***Contact Information:*** David Mendel, CDOT Hazardous Materials Management Supervisor: 720-642-0537.

**Asbestos Containing Materials, Asbestos Contaminated Soil** - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. A materials management plan (MMP) will likely be required for work in the State Highway Right of Way where known or possible hazardous materials may be encountered. It is the permittee's responsibility to determine if a material is classified as asbestos containing material in accordance with applicable regulations. Additional guidance or requirements may be specified in the permit special provisions. ***Contact Info:*** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Program Manager, or David Mendel, CDOT Hazardous Materials Management Supervisor: 720-642-0537.

**Transportation of Hazardous Materials** - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. ***Contact Information:*** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration 303- 969-6748. Colorado Public Utilities Commission: 303-894-2868.

**Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications and Regulation 87 Authorizations Issued by the CDPHE WQCD** - Clean Water Act section 404 permits are often required for the discharge of dredged or fill material into federal waters or wetlands. Several types of section 404 permits exist, including nationwide, regional general, and individual permits. Nationwide permits are the most commonly authorized type for activities with relatively minor impacts. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500. CDPHE Dredge and Fill Temporary Authorizations (before Dec. 2025) and Regulation 87 Authorizations (after Dec. 2025) are required when a project will discharge material into a water of the State that is not a water of the U.S. CDPHE authorizations generally follow the standards of the USACE permitting program. For more information - https://cdphe.colorado.gov/dredge-and-fill.

**Working on or in any stream or its bank** - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to require streambank mitigations that can be similar or different to what might be required to obtain a Senate Bill 40 certification from the Colorado Parks and Wildlife in order to meet the intent of CDOT's Stewardship Agreement and to mitigate impacts to protected resources in other regulations such as in the Clean Water Act or Endangered Species Act, etc. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length..

**Stormwater/Erosion Control Practices** - Any activities that disturb one or more acres of land require a Stormwater Construction Permit (SCP) from the CDPHE-WQCD, and a Stormwater Management Plan (SWMP). Erosion & sediment control requirements will be specified in that permit. In situations where a stormwater permit is *not* required, all reasonable erosion and sediment control

measures should be taken to minimize erosion and sedimentation. Control practices should be in accordance with CDOT Standard Specifications 107.25, 208, 213 and 216 (https://www.codot.gov/business/designsupport/cdot-construction-specifications). ***Contact Information:*** Contact the CDPHE-WQCD at 303-692-3517. Website: https://cdphe.colorado.gov/clean-water-program/clean-water-permits/permits-by-category/water-quality-construction-permits

**Site Stabilization** - All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217.

**Stormwater Discharge From Industrial Facilities** - Discharges of stormwater runoff from certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. ***Contact Information:*** Contact the CDPHE-WQCD at 303-692-3517. Website: https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits

**Concrete Washout** - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall be in accordance to CDOT specifications and guidelines at https://www.codot.gov/business/designsupport/cdot-construction-specifications and refer to the specifications and their revisions for sections 101, 107 and 208.

**Construction Dewatering (Discharge or Infiltration) and Remediation Activities** - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. ***Contact Information:*** Contact the CDPHE-WQCD at 303-692-3517. For Applications and Instructions: https://cdphe.colorado.gov/dewatering-general-permit-program.

**Municipal Separate Storm Sewer System (MS4) Requirements** - When working in a MS4 area, discharges to the storm sewer system are subject to CDOT's or other municipalities' MS4 Permit. For activities within the boundaries of a municipality that has a MS4 permit, the owner of such activity should contact the municipality regarding stormwater related requirements. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes) and the CDOT MS4 Permit #COS-000005 https://oitco.hylandcloud.com/Pop/docpop/docpop.aspx?docid=4077935&clienttype=html. Discharges are subject to inspection by CDOT and CDPHE. For CDOT-related MS4 programs and requirements, go to: https://www.codot.gov/programs/environmental/water-quality. An MOU or MOA may be required for municipalities that discharge in CDOT ROW

**Post-Construction Permanent Water Quality** - When working in a CDOT MS4 area and the activity disturbs one or more acres, permanent water quality control measures may be required. Information on the requirements can be found under the CDOT Permanent Water Quality MS4 Program at: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality

**Discharges to Storm Sewer Systems**
**Prohibited Discharges** - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment.
**Allowable Discharges** - The following discharges to stormwater systems are allowed without a permit from the CDPHE-WQCD: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. ***Contact Information****:* Contact the CDPHE-WQCD at (303) 692-3517. Information can also be found in the CDOT Illicit Discharge MS4 Program PDD at: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/idde.html.

**Spill Reporting** - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at 303-512-4426 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at https://cdphe.colorado.gov/report-concern-emergency.

**Disposal of Drilling Fluids** - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). ***Contact Information:*** Contact CDPHE at 1-877-518-5608. Information for PFAS containing liquids reference the CDPHE site https://cdphe.colorado.gov/pfas-mapping.

**Noxious Weeds and Invasive Species Management Plan** - Noxious Weeds, Invasive Species and Clean Fill Materials guidance can be found by contacting the Colorado Department of Agriculture https://www.colorado.gov/pacific/agconservation/noxiousweeds and the Colorado Division of Parks and Wildlife https://cpw.state.co.us/noxious-weeds. In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

EXHIBIT A

COLORADO
Department of Transportation
Region 2
Traffic & Safety – Access Permits

Permit No. **223098**
City of Pueblo

August 18, 2025

City of Pueblo Public Works
Andrew Hayes, PE
211 E D Street
Pueblo, Colorado 81003

Dear Permittee:

1. Please **review** the attached State Highway Access Permit (Form #101) and all enclosed attachments.

2. If you choose **NOT** to act on the permit, please notify the Colorado Department of Transportation (CDOT) within 60 days of the date of this transmittal letter, CDOT will consider this permit withdrawn and reapplication will be required.

3. If you wish to **APPEAL** the Terms and Conditions of the permit, please refer to the attached Form 101, Pages 2 and 3 for an explanation of the appeal procedures.

4. **If you ACCEPT** the Permit and its Terms and Conditions and are authorized to sign as legal owner of the property or as an authorized representative, please sign and date the DocuSign Access Permit form #101 on the line marked "PERMITTEE". Your signature confirms your agreement to all the listed Terms and Conditions. **The file will be returned electronically to the permit Author for final signatures and completion. The executed DocuSign envelope will be returned to you electronically through email once the CDOT permit author has signed, executing the permit.** Keep in mind that a permit does not grant access, permission to construct or perform any work in the CDOT right-of-way. Access and permission to construct will be granted with a Notice to Proceed to construct. This states that we have an agreement to grant access at the given location to you.

5. **Once the digital signature is complete** you will receive a link to pay the permit fee through PayPal. Disregard this prompt the permit fee has been waived.

6. As described in the attached Terms and Conditions, you must make a written request to obtain a Notice to Proceed. **DO NOT** begin any work within the State Highway Right-of-Way without a validated Access Permit and Notice to Proceed. Use of this permit without the Colorado Department of Transportation's validation shall be considered a violation of State Law and the permit will be revoked.

If you have questions, please contact me at (719) 251-7804 or michelle.regalado@state.co.us.

Please return the Access Permit and attachments to:

CDOT R2 Traffic & Safety
Regalado - Access Permits
5615 Wills Blvd, Suite A
Pueblo, CO 81008

EXHIBIT A

COLORADO DEPARTMENT OF TRANSPORTATION

# STATE HIGHWAY ACCESS PERMIT

CDOT Permit No. **223098**

State Highway No / MP / Side: 045A / 0.530 / R-N

| Permit Fee | Date of Transmittal | Region / Section / Patrol / Name | Local Jurisdiction |
|---|---|---|---|
| Waived LA | 08/18/2025 | 2 / 04 / 41 / Buford | City of Pueblo |

The Permittee(s):

City of Pueblo Public Works – Andrew Hayes, PE
211 E D Street
Pueblo, Colorado 81003
(719) 553-2295 ahayes@pueblo.us

The Applicant(s):

City of Pueblo Public Works – Andrew Hayes, PE
211 E D Street
Pueblo, Colorado 81003
(719) 553-2295 ahayes@pueblo.us

is hereby granted permission to have an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with this permit, including the State Highway Access Code and any attachments, terms, conditions and exhibits. This permit may be revoked by the Issuing Authority if at any time the permitted access and its use violate any parts of this permit. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

Location: 045A ±2,481 feet east from MP 1 (MP.53 R-N)
North Leg Lakeshore Drive (Palmer Ave) & SH 045A (Pueblo Blvd)

Access to Provide Service to:

| *Code* | *Land Use* | *AADT* | *PHV_AM* | *PHV_PM* |
|---|---|---|---|---|
| 848 | Tire Store | N/A | 15 | 40 |
| 934 | Fast-Food Restaurant with Drive-Through Window | N/A | 102 | 103 |
| 1099 | City Street Connection of Gretna Avenue to SH045A/ Pueblo Boulevard (north leg of intersection) which includes existing City Park and Open Space and existing Auto Repair Shop | N/A | 10 | 46 |
| | **TOTAL** | **N/A** | **127** | **189** |

Additional Information: Please See Attached Terms and Conditions.

**MUNICIPALITY OR COUNTY APPROVAL**
Required only when the appropriate local authority retains issuing authority.

| Signature | Print Name | Date | Title |
|---|---|---|---|
| | | | |

Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from Initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used.

**The permittee shall notify Ron Young with the Colorado Department of Transportation, at 719-289-8718 at least 48 hours prior to commencing construction within the State Highway right-of-way.**

The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and its terms and conditions.

| **Permittee Signature:** | Print Name | Date |
|---|---|---|
| | Andrew E. Hayes, Dir. of Public Works | 10/31/2025 |
| **Co-Permittee Signature:** (if applicable) | Print Name | Date |
| | | |

This permit is not valid until signed by a duly authorized representative of the Department.
COLORADO DEPARTMENT OF TRANSPORTATION

| Signature | Print Name | Title | Date (of issue) |
|---|---|---|---|
| | | | |

**Copy Distribution:** Required: 1.Region 2.Applicant 3.Staff Access Section 4.Central Files
Make copies as necessary for: Local Authority Inspector MTCE Patrol Traffic Engineer

**Previous editions are obsolete and may not be used**

**State Highway Access Permit**
**Form 101, Page 2**

The following paragraphs are excerpts of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

APPEALS

1. Should the permittee or applicant object to the denial of a permit application by the Department or object to any of the terms or conditions of a permit placed there by the Department, the applicant and permittee (appellant) have a right to appeal the decision to the [Transportation] Commission [of Colorado]. To appeal a decision, submit a request for administrative hearing to the Transportation Commission of Colorado within 60 days of transmittal of notice of denial or transmittal of the permit for signature. Submit the request to the Transportation Commission of Colorado, 4201 East Arkansas Avenue, Denver, Colorado 80222-3400. The request shall include reasons for the appeal and may include changes, revisions, or conditions that would be acceptable to the permittee or applicant.

2. Any appeal by the applicant or permittee of action by a local issuing authority shall be filed with the local authority and be consistent with the appeal procedures of the local authority.

3. In submitting the request for administrative hearing, the appellant has the option of including within the appeal a request for a review by the Department's internal administrative review committee pursuant to [Code] subsection 2.10. When such committee review is requested, processing of the appeal for formal administrative hearing, 2.9(5) and (6), shall be suspended until the appellant notifies the Commission to proceed with the administrative hearing, or the appellant submits a request to the Commission or the administrative law judge to withdraw the appeal. The two administrative processes, the internal administrative review committee, and the administrative hearing, may not run concurrently.

4. Regardless of any communications, meetings, administrative reviews or negotiations with the Department or the internal administrative review Committee regarding revisions or objections to the permit or a denial, if the permittee or applicant wishes to appeal the Department's decision to the Commission for a hearing, the appeal must be brought to the Commission within 60 days of transmittal of notice of denial or transmittal of the permit.

PERMIT EXPIRATION

1. A permit shall be considered expired if the access is not under construction within one year of the permit issue date or before the expiration of any authorized extension. When the permittee is unable to commence construction within one year after the permit issue date, the permittee may request a one year extension from the issuing authority. No more than two one-year extensions may be granted under any circumstances. If the access is not under construction within three years from date of issue the permit will be considered expired. Any request for an extension must be in writing and submitted to the issuing authority before the permit expires. The request should state the reasons why the extension is necessary, when construction is anticipated, and include a copy of page 1 (face of permit) of the access permit. Extension approvals shall be in writing. The local issuing authority shall obtain the concurrence of the Department prior to the approval of an extension, and shall notify the Department of all denied extensions within ten days. Any person wishing to reestablish an access permit that has expired may begin again with the application procedures. An approved Notice to Proceed, automatically renews the access permit for the period of the Notice to Proceed.

CONSTRUCTION

1. Construction may not begin until a Notice to Proceed is approved. (Code subsection 2.4]

2. The construction of the access and its appurtenances as required by the terms and conditions of the permit shall be completed at the expense of the permittee except as provided in subsection 2.14. All materials used in the construction of the access within the highway right-of-way or on permanent easements, become public property. Any materials removed from the highway right-of-way will be disposed of only as directed by the Department. All fencing, guard rail, traffic control devices and other equipment and materials removed in the course of access construction shall be given to the Department unless otherwise instructed by the permit or the Department inspector.

3. The permittee shall notify the individual or the office specified on the permit or Notice to Proceed at least two working days prior to any construction within state highway right-of-way. Construction of the access shall not proceed until both the access permit and the Notice to Proceed are issued. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within the highway right-of-way. A construction time extension not to exceed 30 working days may be requested from the individual or office specified on the permit.

4. The issuing authority and the Department may inspect the access during construction and upon completion of the access to ensure that all terms and conditions of the permit are met. Inspectors are authorized to enforce the conditions of the permit during construction and to halt any activities within state right-of-way that do not comply with the provisions of the permit, that conflict with concurrent highway construction or maintenance work, that endanger highway property, natural or cultural resources protected by law, or the health and safety of workers or the public.

5. Prior to using the access, the permittee is required to complete the construction according to the terms and conditions of the permit. Failure by the permittee to abide by all permit terms and conditions shall be sufficient cause for the Department or issuing authority to initiate action to suspend or revoke the permit and close the access. If in the determination of the Department or issuing authority the failure to comply with or complete the construction requirements of the permit create a highway safety hazard, such shall be sufficient cause for the summary suspension of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included in the permit. The Department or issuing authority may order a halt to any unauthorized use of the access pursuant to statutory and regulatory powers. Reconstruction or improvement of the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee shall be responsible for all repairs. Failure to make such repairs may result in suspension of the permit and closure of the access.

6. The permittee shall provide construction traffic control devices at all times during access construction, in conformance with the M.U.T.C.D. as required by section 42-4-104, C.R.S., as amended.

7. A utility permit shall be obtained for any utility work within highway right-of-way. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the relocation, removal or repair shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately. The permittee is responsible for the repair of any utility damaged in the course of access construction, reconstruction or repair.

8. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.

9. The permittee shall ensure that a copy of the permit is available for review at the construction site at all times. The permit may require the contractor to notify the individual or office specified on the permit at any specified phases in construction to allow the field inspector to inspect various aspects of construction such as concrete forms, subbase, base course compaction, and materials specifications. Minor changes and additions may be ordered by the Department or local authority field inspector to meet unanticipated site conditions.

10. Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder, and shall not interfere with the existing drainage system on the right-of-way or any adopted municipal system and drainage plan.

11. By accepting the permit, permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the issuing authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the permittee's use of the access permit during the construction of the access.

CHANGES IN ACCESS USE AND PERMIT VIOLATIONS

1. It is the responsibility of the property owner and permittee to ensure that the use of the access to the property is not in violation of the Code, permit terms and conditions or the Act. The terms and conditions of any permit are binding upon all assigns, successors-in-interest, heirs and occupants. If any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the permittee or property owner shall contact the local issuing authority or the Department to determine if a new access permit and modifications to the access are required.

2. When an access is constructed or used in violation of the Code, section 43-2-147(5)(c), C.R.S., of the Act applies. The Department or issuing authority may summarily suspend an access permit and immediately order closure of the access when its continued use presents an immediate threat to public health, welfare or safety. Summary suspension shall comply with article 4 of title 24, C.R.S.

MAINTENANCE

1. The permittee, his or her heirs, successors-in-interest, assigns, and occupants of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit, the repair and maintenance of the access beyond the edge of the roadway including any cattle guard and gate, and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. Within unincorporated areas the Department will keep access culverts clean as part of maintenance of the highway drainage system. However, the permittee is responsible for the repair and replacement of any access-related culverts within the right-of-way. Within incorporated areas, drainage responsibilities for municipalities are determined by statute and local ordinance. The Department will maintain the roadway including auxiliary lanes and shoulders, except in those cases where the access installation has failed due to improper access construction and/or failure to follow permit requirements and specifications in which case the permittee shall be responsible for such repair. Any significant repairs such as culvert replacement, resurfacing, or changes in design or specifications, requires authorization from the Department.

EXHIBIT A

## TERMS & CONDITIONS

Access Permit No: 223098 — August 18, 2025
Permittee: City of Pueblo / Andrew Hayes — 045A & Lakeshore Dr (Palmer Ave), MP 0.530, R-N
Applicant: City of Pueblo / Andrew Hayes — City of Pueblo

1. **READ ALL STANDARD REQUIREMENTS ON THE ATTACHED FORM 101 AND OTHER TERMS AND CONDITIONS ON THESE ATTACHED SHEETS.**

2. This Permit hereby replaces all previous access permit(s) for this ownership, which now become null and void including State Highway Access Permit #211048 issued September 2012.

3. A NOTICE TO PROCEED TO CONSTRUCTION, CDOT Form 1265, is required before beginning the construction of the access or use of the access. Prior to NOTICE TO PROCEED issuance, the Permittee shall provide all documents required of these terms & conditions, including, but not limited to, the following:

   a. A written request for a NOTICE TO PROCEED that includes the access permit number
   b. Construction Plan Set
   c. Engineer's Construction Bond Estimate
   d. Performance Bond

4. The purpose of this Access Permit is to re-permit an existing access to State Highway **045A** for a change in use of the adjacent property in terms of access operation, traffic volume and/or vehicle type and allow improvements to be made to the access.

   The access will serve the north leg connection of Lakeshore Drive (Palmer Ave), a City of Pueblo maintained roadway/street, to SH045A (Pueblo Boulevard).

   This access permit was prompted by a new commercial development of a tire shop and Fast-Food Restaurant with Drive-Through Window – Lots 1 & 2 respectively of Rearrangement of Property Boundaries RPB-23-15 in Block 5, "Sunny Side, a Resubdivision of Lake Gardens", Reception #2374747.

   The access will serve the city street, Lakeshore Drive (Palmer Ave) including:

   a) Tire Store (Les Schwab)
   b) Fast-Food Restaurant with Drive-Through Window
   c) Existing Auto Repair Shop
   d) Existing City Park and Open Space

5. The access is located on the **right/north** side of State Highway **045A**, a distance of 2,481-feet east from Milepost 1 (**MP 0.530**) city street Lakeshore Drive (Palmer Ave) in the City of Pueblo.

6. This section of State Highway **045A** is a Category **NR-A** highway with a posted speed limit of **55 MPH**.

7. The Annual Average Daily Traffic (AADT) volumes and Peak Hour Volumes (PHV) using this access shall not exceed the following:

## TERMS & CONDITIONS

Access Permit No: 223098
Permittee: City of Pueblo / Andrew Hayes
Applicant: City of Pueblo / Andrew Hayes

August 18, 2025
045A & Lakeshore Dr (Palmer Ave), MP 0.530, R-N
City of Pueblo

| *Code* | *Land Use* | *AADT* | *PHV_AM* | *PHV_PM* |
|---|---|---|---|---|
| 848 | Tire Store | N/A | 15 | 40 |
| 934 | Fast-Food Restaurant with Drive-Through Window | N/A | 102 | 103 |
| 1099 | City Street Connection of Gretna Avenue to SH045A/ Pueblo Boulevard (north leg of intersection) which includes existing City Park and Open Space and existing Auto Repair Shop | N/A | 10 | 46 |
| | **TOTAL** | **N/A** | **127** | **189** |

8. If in the future, the traffic volumes increase by greater than 20% of the permitted number and/or any significant changes are made or will be made in the use of the property which will affect access operation, traffic volume and or vehicle type, the Permittee or current property owner is required to apply for a new Access Permit and may be required to construct highway improvements.

9. This access will be allowed **3/4 movement only** (right in, right out, left in). Left turns out of the access are not allowed.

10. The access width shall be **32-feet** measured at the right-of-way line. The access width shall be measured exclusive of the radii, flares, curb, gutter, and any median. Only the travel portion of the access is measured.

11. The following criteria and documents were used to establish this Access Permit:

    a. The Application for Access Permit (CDOT Form 137) signed by the permittee on **07/28/2025** and accepted on **07/28/2025**
    b. All attachments included with the application
    c. State Highway Access Code, Volume 2, CCR-601-1; Effective date March 2002
    d. The State Highway Access Category Assignment Schedule, as revised
    e. The Colorado Department of Transportation (CDOT) M&S Standard Plans
    f. The Colorado Department of Transportation (CDOT) Standard Specifications
    g. Vicinity Map
    h. Approved Traffic Impact Analysis, signed and sealed by **Roxann M Hayes**, PE # **35171**, dated **05/09/2025.**
    i. Draft Drainage Letter, prepared by **Virgil Sanchez, MS Civil Consultants, Inc**, dated **July 2025.**

12. No additional access will be allowed to **right/north** side of State Highway **045A** between **Gretna Ave (milepost 0.66)** and **Berkley Ave (milepost 0.41)**.

    Physical separation and delineation along a property frontage such as curb and gutter or fencing, may be required when necessary to ensure that access will be limited to permitted locations.

13. This Access Permit is issued in accordance with the 2002 State Highway Access Code (2CCR 601-1) and is based in part upon the information submitted by the Permittee. This Access Permit is only for the use and purpose stated in the Application and on the Permit. Any changes, based upon existing and/or anticipated future conditions in traffic volumes, drainage, types of traffic, or other

operational aspects may render this permit void, requiring a new Application for Access Permit to be submitted for review by the Department and/or Issuing Authority.

14. By accepting this permit, the Permittee agrees to save, indemnify, and hold harmless to the extent allowed by law, the Issuing Authority, the Department, its officers, and employees from suits, actions, claims of any type or character brought because of injuries or damage sustained by any person resulting from the Permittee's use of the Access Permit during the construction of the access.

15. The following improvements are required to be designed and installed as detailed in this document:

    a. Installation of a raised concrete median in the center of State Highway 045A (Pueblo Blvd) restricting left turns at Gretna Ave as well as all associated signs and pavement markings required in conjunction with State Highway Access Permit #223094 (see also #15h below).

    b. Installation of raised concrete median in the center of Lakeshore Drive at State Highway 045A (Pueblo Blvd) restricting left turns out of this access as well as all associated signs and pavement markings required.

    c. Installation of a raised concrete median in the center of State Highway 045A (Pueblo Blvd) from Lakeshore Drive to east of Berkley Ave restricting left turns at Berkely Ave as well as all associated signs and pavement markings required.

    d. Installation of westbound combined (RT acceleration/RT deceleration) auxiliary turn lane from Lakeshore Drive to Berkley Ave along the north side of State Highway 045A (Pueblo Blvd) as well as all associated signs and pavement markings required.

    e. Installation of concrete curb and gutter as well as curb ramps from Lakeshore Drive to Berkley Ave along the north side of State Highway 045A (Pueblo Blvd).

    f. Installation of 6-ft wide concrete sidewalk across the entire highway frontage of the property and curb ramps between Gretna Ave and Lakeshore Drive on the north side of State Highway 045A (Pueblo Blvd).

    g. Removal of existing access to private property between Gretna Ave and Lakeshore Drive on the north side of State Highway 045A (Pueblo Blvd) in conjunction with State Highway Access Permit #223095.

    h. A traffic signal at the intersection of State Highway 045A (Pueblo Blvd) and Mirror Ave will be constructed by the Permittee at no cost to the Department, as well as center raised median on the highway from west of Acero Ave to east of Gretna Ave and in conjunction with State Highway Access Permits #224097 and #224098.

    Any highway improvements shall be designed (other than noted above) and constructed by the Permittee at no cost to the Department. Failure by the Permittee to provide such warranted improvements may result in the revoking of the Access Permit and closure of the access approach.

16. Additional Department permits are required for work involving all utilities and landscaping within the right-of-way.

17. The Permittee is responsible for obtaining any necessary additional federal, state and/or local government agency permits or clearances required for construction of the access. Approval of this Access Permit does not constitute verification of this action by the Permittee.

## TERMS & CONDITIONS

Access Permit No: 223098 August 18, 2025
Permittee: City of Pueblo / Andrew Hayes 045A & Lakeshore Dr (Palmer Ave), MP 0.530, R-N
Applicant: City of Pueblo / Andrew Hayes City of Pueblo

18. The Permittee is hereby advised that other utilities may exist within the proposed permit area and shall implement all measures to protect any existing utilities from damage.

19. Any damage to existing highway facilities shall be repaired immediately at no cost to the Department and prior to continuing other work. Any mud or other material tracked or otherwise deposited on the roadway shall be removed daily or as ordered by the Department Inspector.

20. The Permittee is required to comply with the Americans with Disabilities Act Accessibility Guidelines (ADAAG) that have been adopted by the U.S. Architectural and Transportation Barriers Compliance Board (Access Board) and incorporated by the U.S. Attorney General as a federal standard. These guidelines are defining traversable slope requirements and prescribing the use of a defined pattern of truncated domes as detectable warnings at street crossings. The new Standards Plans and can be found on the Design and Construction Project Support web page at: https://www.codot.gov/business/designsupport/standard-plans.

21. The local jurisdiction may have established by ordinance or resolution more stringent design standards and/or require additional permitting. The more stringent standards shall apply.

22. Backing maneuvers within and into the State Highway right-of-way are strictly prohibited. All vehicles shall enter and exit the highway right-of-way in a forward movement. Backing into the right-of-way shall be considered a violation of the Terms and Conditions of the Access Permit and may result in the revocation of the Permit by the Department and/or Issuing Authority.

23. The Permittee shall maintain adequate, unobstructed sight distance in both directions from the access. When determining the distance between accesses, the point of tangent shall be used where a radius is present, or the beginning of the curb cut. The minimum sight distance that shall be maintained along the highway for the access shall be 450-feet. The minimum sight distance that shall be maintained for the vehicle entering the highway shall be 825-feet.

24. Any landscaping or potentially obstructing objects such as but not limited to advertising signs, structures, trees, bushes, and landscape elements shall be designed, placed, and maintained at a height not to interfere with the sight distance needed by any vehicle using the access. No vertical elements are allowed within the clear zone as determined by the Department. The Department will require any object or landscaping to be maintained. If the objects are deemed by the Department to be a traffic hazard, it shall be removed by the Permittee at no cost to the Department.

25. The Department retains the right to perform any necessary maintenance work in this area.

26. All submittals, documents, plans, and other items that must be completed shall be submitted and approved by the Department before a NOTICE TO PROCEED to construction will be issued. Prior to NOTICE TO PROCEED issuance the Permittee shall also provide following:

    a. Construction plan set and specifications prepared by a Colorado Licensed Professional Engineer (Engineer) and submitted to the Department for approval. The plans must include, but not limited to, pavement striping and signing, layout of auxiliary lanes, utility locations, present and proposed right-of-way lines, present and proposed traffic control devices, cross sections on 50-foot intervals (NO CONTOURS), typical roadway sections, and final stabilization/seeding requirements. **See attached checklist**.
    b. A Construction Cost Estimate for the highway improvements to be approved by the Department, including mobilization and temporary traffic control. The estimate shall be completed using CDOT line-item codes and descriptions when possible.
    **c.** A performance bond or other approved surety from the Permittee's contractor to the Department that will ensure completion of the approved highway and all related intersection improvements. The bond must be in the amount equal to 110% of the cost necessary to complete the project in accordance with Access Permit terms and conditions,

per the approved Construction Cost Estimate. The bond company must be licensed to do business in the State of Colorado. The Cost Estimate and a draft of the bond language must be provided and approved by the Department before acceptance of the final bond and before issuance of the NOTICE TO PROCEED. **See attached performance bond guidelines.**

d. Escrow in lieu of highway improvements.
e. Proof that any impacted portions of the state highway are included in the Permittee's Construction Stormwater Permit (CSP).

TRAFFIC CONTROL, SIGNING, & STRIPING

27. Two-way traffic shall be always maintained throughout the work area on the state highway.

28. Signing, paving markings, and striping for the safe and proper operation and control of the access are the responsibilities of the Permittee in accordance with the approved plans.

29. All traffic control devices (permanent or temporary) within the highway or other public right-of-way or access that serve the public shall conform to the M.U.T.C.D.

30. Any construction within state highway right-of-way shall have an approved work zone traffic control plan with required installed temporary traffic control and only be performed during the approved hours and days.

    a. This plan shall utilize temporary traffic control devices as necessary to ensure the safe and expeditious movement of traffic around and through the work site as well as ensure the safety of the work force.
    b. A Certified Traffic Control Supervisor or a Colorado Licensed Professional Traffic Engineer should prepare the traffic control plan. The plan shall be in conformance with the latest Manual on Uniform Traffic Control Devices (MUTCD) and other applicable standards.
    c. The plan must be submitted and approved by the CDOT Access Inspector at least five working days prior to beginning construction within the highway right of way.
    d. All work that requires temporary traffic control shall be supervised by a licensed professional traffic engineer or by a certified traffic control supervisor. The traffic control supervisor shall, at a minimum, inspect the temporary traffic control daily and shall provide inspection records upon request.
    e. The contractor, in accordance with the Department's standards, shall certify flagging personnel, when required.
    f. The approved traffic control plan will be attached to the Permit with the NOTICE TO PROCEED TO CONSTRUCTION and must be available on site throughout the duration of the construction.

31. Prior to removing any existing highway signs within the limits of the construction activities or if any traffic control devices are within 50-feet of the construction area, the Permittee/Contractor must contact the CDOT Access Inspector for guidance and direction.

DRAINAGE

32. The highway drainage system is for the protection of the state highway right-of-way, structures, and appurtenances. It is not designed nor intended to serve the drainage requirement of abutting or other properties beyond undeveloped historical flow. Design, installation, and maintenance of any drainage facilities shall be consistent with Sections 2.7, 4.9, and 4.11 of the State Highway Access Code.

    Each access shall be constructed in a manner that shall not cause water to enter onto the roadway or shoulder and shall not interfere with the existing drainage system in the right-of-way or any adopted municipal system and drainage plan. Drainage to the state highway right-of-way shall not exceed the undeveloped historical rate of flow.

33. If applicable, drainage shall be according to the approved drainage report.

34. The Permittee shall provide, install, and maintain, at their own expense, drainage structures for access that will become an integral part of the existing drainage system. Drainage structures under the access should extend beyond the access radius to accommodate the side slopes with the specified end treatment.

35. If applicable, the Permittee shall install drainage features per the approved plan and/or detail to include culverts, cross pans, ditches, etc. Flared end sections or other protective end treatments are required for culverts larger than 18-inch diameter.

36. All existing drainage structures shall be extended, modified, or upgraded as applicable to accommodate all new construction and safety standards. This shall be done in accordance with the Department's standard specifications.

37. If a storm sewer is available, it shall be used to the extent possible.

38. If a cross-pan is required, it shall be reinforced concrete, a minimum of 8-feet wide and 8-inches thick, in accordance with the Department's standard specifications.

39. Any work in area adjacent to open water (streams, drainage, ponds, etc.) will require adequate erosion control measures in accordance with Section 107.25 of the Department's standard specifications.

40. Any other discharges may require Colorado Discharge Permit(s) or separate permits from CDPHE or the appropriate agency before work begins. For additional information and forms, go to the CDPHE website at: http://www.cdphe.state.co.us/wq/PermitsUnits/wqcdpmt.html.

41. The Permittee is responsible for all environmental compliance, including but not limited to air borne pollutants, discharges, and erosion control measures during the construction phase. The developer is responsible for MS4 compliance; best management practice during construction should include clean project ingress and egress.

ENVIRONMENTAL

42. It is the responsibility of the Permittee/applicant to determine which environmental clearances and/or regulations apply to the access and to obtain any clearances that are required directly from the appropriate agency. Please refer to or request a copy of the "CDOT Environmental Clearance Information Summary" for details. FAILURE TO COMPLY WITH REGULATORY REQUIREMENTS MAY RESULT IN SUSPENSION OR REVOCATION OF YOUR CDOT PERMIT, OR ENFORCEMENT ACTIONS BY OTHER AGENCIES.

43. Although the local agency City of Pueblo may or may not be an agency that is required to obtain MS-4 permits, the Department would like to emphasize this development devise and implement a permanent plan for periodic removal and disposal of sediment from detention facilities and for maintenance of development detention facilities. Attached is the CDOT Environmental Clearances Information Summary listing some of the more commonly encountered environmental permits/clearances that may apply to activities and contacts for questions regarding these permits/clearances.

44. Any environmental discoveries shall be mitigated in conformance with Section 107.23 of the Standard Specifications for Road and Bridge Construction, latest edition. A surface survey must be performed, and a written clearance provided to the Department prior to a NOTICE TO PROCEED to Construction being issued. It is the responsibility of the Permittee to assure that no such sites are present prior to commencement of any construction activities. All identified sites shall be

mitigated to the satisfaction of the appropriate agency prior to proceeding with work activities. Wetland mitigation shall be completed in conformance with the policies, procedures and regulations of the Corps of Engineers, Federal Highway Administration and the State of Colorado as may be applicable.

ACCESS SURFACING

45. The existing hard surface pavement is acceptable with no improvements required at this time. The hard surface shall remain for a distance of 50 feet from the edge of roadway. The access shall be surfaced from the highway roadway to the right-of-way line as follows:
    a. The access shall be surfaced with pavement for a minimum of 50-feet from the traveled way. The remainder of the access within the highway right-of-way shall be surfaced with 12-inches of Aggregate Base Course (Class 6), if not paved also.

    Pavement shall be:
        a) 6-inches of compacted Hot Mix Asphalt Type SX(75) PG64-22 and 12-inches of Aggregate Base Course (Class 6); or
        b) 8-inches of approved concrete and 12-inches of Aggregate Base Course (Class 6)
    b. Any access requiring a turn lane shall have a hard surface pavement for a minimum distance of 50-feet from the traveled way. The surfacing for the access and the widening shall be per an approved pavement design and mix design on a sub-grade with "R>66". The designs shall be submitted to the CDOT Access Inspector for review and approval. The pavement and mix designs shall be incorporated in the plans.
    c. A mill and overlay of the existing roadway may be required if:
        a) the current condition of the roadway and the additional surface quality and roadway strengths are impacted
        b) through lanes are redirected
        c) the centerline of the roadway is shifted
        d) surface drainage is impacted
        e) uneven pavement joint transitions are created
    d. If hard surfacing (concrete or bituminous pavement) abuts existing pavement, the existing pavement shall be saw cut and removed a minimum of one (1) foot back from the existing edge of pavement.
    e. If patching is required due to saw cutting, Hot Mix Asphalt Type SX(75) PG64-22 shall be used. The asphalt shall match existing (6-inches minimum). The material will be placed in 2-inch lifts.
    f. All pavement construction and materials shall be in accordance with the Department's standard specifications.

46. The radii requirements shall be consistent with Section 4.6 of the State Highway Access Code and as follows:

    a. Where roadway shoulders are present, the radius is measured to the edge of the closest lane.
    b. The access width, for an access without curbs, shall be measured exclusive of the radii or flares. The width of any non-traversal median is not counted as part of the access width. Only the travel portion is measured.

47. When curb & gutter is present, or required, it shall be Standard Type 2 Curb in conformance with Section IIB of CDOT Standard M-609-1 or match the existing curb and gutter.

SIDEWALK

48. The sidewalk shall be constructed to match existing width and meet CDOT or City of Pueblo Standards. Construct a 6-feet wide, 4-inch thick concrete sidewalk abutting or behind the curb along Pueblo Blvd (State Highway 45A) across the entire property frontage.

**TERMS & CONDITIONS**

Access Permit No: 223098
Permittee: City of Pueblo / Andrew Hayes
Applicant: City of Pueblo / Andrew Hayes

August 18, 2025
045A & Lakeshore Dr (Palmer Ave), MP 0.530, R-N
City of Pueblo

MEDIAN AND TRAFFIC ISLAND DESIGN

49. Median and traffic island design shall be consistent with Sections 4.6 and 4.8 of the State Highway Access Code.

UTILITIES

50. It is the responsibility of the permittee to comply with the Subsurface Utility Engineering (SUE) requirements as defined in the ASCE 38 (American Society for Civil Engineering).

51. The Permittee is responsible for any utilities and/or traffic control devices disrupted by the construction of this access and all expenses incurred for repair. There are existing utilities on the highway right-of-way by permit. Owners of those utilities must be contacted. Any work necessary to protect existing permitted utilities, such as encasements, bulwarks, etc. will be the responsibility of the Permittee.

    a. Non-Destructive Air-vacuum Excavation (potholing) to expose the utilities being surveyed to determine their exact depth and location may be necessary before any work commences. A core hole saw cut is the recommended method of entry through pavement for potholing. Flowfill is required for backfill of the core hole under the pavement or on the roadway.
    b. The vacuum excavation technique is used not only to expose utilities but also for other uses that are benefited by the non-invasive/non-destructive, environmentally friendly technology such as dewatering or drill fluid/saw cutting fluid removal.
    c. The Contractor shall utilize a spotter to assist in the visual inspection of all excavation work as it progresses near existing CDOT Intelligent Transportation Systems fiber optic line conduits, pull boxes and manholes. The Contractor shall provide a spotter to aid equipment operators when construction activities are near marked or unmarked fiber lines.
    d. The spotter shall observe all excavation work as it progresses to ensure that no damage occurs to existing underground fiber lines. When the spotter has visual sight of the underground conduit, the spotter shall notify the equipment operator of the proximity to the conduit and begin to guide the excavation work. The spotter shall guide all excavation work around the conduit to ensure no damage occurs.

AUXILIARY LANES

52. The existing auxiliary lane at Lakeshore Drive on the north side of State Highway 045A (Pueblo Blvd), right-turn acceleration, shall remain in compliance per the State Highway Access Code.

53. The existing eastbound auxiliary lane at Lakeshore Drive on State Highway 045A (Pueblo Blvd), left-turn deceleration, shall remain in compliance per the State Highway Access Code.

54. A new auxiliary lane at Lakeshore Drive on the north side of State Highway 045A (Pueblo Blvd), right-turn deceleration, will be constructed with this permit. It will be built as a westbound combined (RT acceleration/RT deceleration) auxiliary turn lane from Lakeshore Drive to Berkley Ave along the north side of State Highway 045A (Pueblo Blvd).

55. Installation of auxiliary lane(s) (i.e., right/left acceleration lanes, right/left deceleration lanes) and/or a traffic signal may be required in the future as determined by the Department. These improvements will be determined based on safety problems created by the access. If the vehicular volume of the access meet warrants as required by Section 3 of the State Highway Access Code, or if the warrants for a signal are met in accordance with the Manual on Uniform Traffic Control Devices (M.U.T.C.D.), a new access permit will be required. The improvements shall be designed and installed by the Permittee in a timely manner to the Department's standards and specifications and at no cost to the Department. Failure by the Permittee to provide such improvements shall result in the revocation of this access permit and closure of the access

approach.

OTHER DESIGN ELEMENTS

56. Other design elements shall be consistent with Section 4.9 of the State Highway Access Code.

SURVEY

57. Survey Markers or Monuments

    a. Survey markers or monuments must be preserved in their original positions. Notify the CDOT Survey Unit immediately upon damage to or discovery of any such markers or monuments at the work site.
    b. Any survey markers or monuments disturbed during the execution of this permit shall be repaired and/or replaced immediately to the satisfaction of the CDOT Survey Unit at the expense of the Permittee.
    c. All survey procedures and minimum tolerances shall be in conformance with the Department Survey Manual and the "Manual of Instruction for the Survey of Public Lands of the United States" 1972 and section 38-53-101 et seq, C.R.S.
    d. Monuments shall conform to Department Standard M-629-1.

INSURANCE

58. The Permittee or the contractor shall be required to provide comprehensive general liability and property damage insurance naming the Department and the Issuing Authority (if applicable) as an additional insured party, in the amounts of not less than $1,000,000 per occurrence and automobile liability insurance of $1,000,000 combined single limit bodily injury and property damage for each accident, during the period of access construction. For contractors having more than one (1) employee they shall also have Workers Compensation per statute and employers' liability in amounts not less $1,000,000. The permittee or contractor shall carry property insurance policies covering their own properties with a waiver of subrogation endorsement. The insurance certificate shall also list the Access Permit number.

ENGINEER OF RECORD, CONSTRUCTION MANAGEMENT, & INSPECTIONS

59. The Permittee shall hire a Colorado Licensed Professional Engineer to serve as the Engineer in Responsible Charge of construction observation. The Engineer's responsibilities include, but are not limited to:

    a. The Engineer in responsible charge of construction observation shall evaluate compliance with plans and specifications regarding the roadway improvements within the State Highway right-of-way only. The Engineer's responsibilities shall be as defined in laws, rules, and policies of the State Board of Licensure for Architects, Professional Engineers and Professional Land Surveyors, and the relevant sections of the CDOT Standard Specifications for Road and Bridge Construction. The Engineer shall be experienced and competent in road and bridge construction management, and inspection and materials testing.
    b. The Engineer shall carefully monitor the contractor's compliance with the permit specifications, including Construction Zone Traffic Control, and report any item which may not be in compliance or cannot be determined to be in compliance, and the nature and scope of the item relative to compliance.
    c. The Engineer shall test construction materials for compliance and provide test results.
    d. *Engineering Certification*: After inspection and before final acceptance, the Engineer shall provide written certification to the Department. Certification is defined as a statement that includes all of the following:
        a) That all inspections, materials, materials testing, and construction methods

conform to the plans, specifications and purpose of design; and
b) Is based upon the Engineer's knowledge, information, and is in accordance with applicable standards of practice; and
c) That the engineering services addressed therein have been performed by the Engineer, or under the Engineer in Responsible Charge; and
d) Signature and seal of the Engineer.

60. The Permittee shall provide a complete set of the As-Built plans, signed and sealed by the Engineer.

MISCELLANEOUS

61. All costs associated with the installation of this access are the responsibility of the Permittee. This includes the design, construction, utility relocation, testing of materials and inspection.

62. A pre-construction meeting shall be held with the CDOT Access Inspector prior to any construction within the state highway right-of-way AT LEAST 5 DAYS BEFORE STARTING WORK. To schedule a meeting, contact the Access Inspector.

63. The Department or Issuing Authority may suspend any work due to non-compliance with the provisions of this permit, adverse weather or traffic conditions, concurrent highway construction or maintenance in conflict with permit work or any condition deemed unsafe for workers or the public. The work may be resumed upon notice from the Department or Issuing Authority.

64. If necessary, minor changes, corrections and/or additions to the Permit may be ordered by the Department or local authority, to meet unanticipated site conditions. Changes may not be in violation of the State Highway Access Code. All major changes to the permit must be approved in writing by the Department prior to commencement of any work on or within the State Highway right-of-way.

65. Under no circumstances shall the construction of a private driveway by a private interest interfere with the completion of a public highway construction project.

66. No construction traffic is allowed to enter the highway along pioneered pathways through the ditches. Ditches may not be used for any construction purposes unless allowed under appropriate legal permits.

67. Equipment and vehicles cannot be parked in the clear zone; this includes when occupied by construction personnel; the clear zone shall be kept clear of vehicles, equipment, and stockpile to prevent accidents.

68. All workers within the State Highway right of way shall comply with their employer's safety and health policies/procedures and all applicable US Occupational Safety and Health Administration (OSHA) regulations - including but not limited to the applicable sections of 29 CFR Part 1910 – Occupational Safety and Health Standards and 29 CFR Part 1926 – Safety and Health Regulations for Construction.

69. Personal protective equipment (e.g., head protection, footwear, high visibility apparel, safety glasses, hearing protection, respirators, gloves, etc.) shall be worn as appropriate for the work being performed and as specified in regulation. At a minimum, all workers in the State Highway right of way, except when in their vehicles, shall wear the following personal protective equipment:

a. Head protection that complies with the ANSI Z89.1-2014 standard
b. At all construction sites or whenever there is danger of injury to feet, workers shall comply with OSHA's PPE requirements for foot protection per 29 CFR 1910.136, 1926.95, and

1926.96. If required, such footwear shall meet the requirements of ASTM F 2412-05 and ASTM F 2413-05

c. High visibility apparel as specified in the Traffic Control provisions of this permit (at a minimum, ANSI/ISEA 107-1999, Class 2)
d. Where any of the above-referenced ANSI standards have been revised, the most recent version of the standard shall apply.

70. All work is to conform to the plans referenced by this permit on file with the Colorado Department of Transportation or as modified by this Permit or per the Notice to Proceed. If discrepancies arise, this permit and the valid Notice to Proceed shall take precedence over the plans. The Department plan review is only for the general conformance with the Department's design and code requirements. The Department is not responsible for the accuracy and adequacy of the design, dimensions, elevations, or any other elements, which shall be confirmed and correlated at the work site. The Department through the approval of this document assumes no responsibility for the completeness and/or accuracy of the plans.

71. The Department's standards, specifications, and regulations shall override the plans incorporated in this permit should an oversight, omission, or conflict occur. The Department assumes no liability or responsibility whatsoever for the accuracy, completeness, or correctness of the Permittee's plans. Any plan errors are the sole responsibility of the Permittee and/or the Engineer. The Colorado Department of Transportation inspection is not an approval of the grade or alignment of the work. The contractor and/or the Engineer are responsible for the proper grade and alignment.

72. The access shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation of construction within State Highway right-of-way.

73. Any long-term suspension of work shall be approved by the Department.

74. You must obtain approval from the Department Inspector to commence work within the right-of-way following any suspension of construction.

75. If the permit has expired and no other extensions are available to you, a new access permit application must be submitted to the Department.

76. **A Fully Executed Complete Copy of this Permit, valid Notice to Proceed to Construction, and approved Traffic Control Plan must always be on the job site with the contractor during the construction.** Failure to comply with this or any other construction requirement may result in the immediate suspension of the work by order of the Department Inspector or the Issuing Authority.

CLOSE OUT AND WARRANTY

77. Upon completion of the access construction, notify CDOT Access Inspector for a final inspection and to request a Conditional Letter of Acceptance.

78. As-Built plans shall be submitted and approved no later than 45 days after completion of construction. The Conditional Letter of Acceptance will not be issued until the As-Built plans have been submitted and approved.

79. A cost estimate for improvements of the highway shall be submitted to the Access Inspector at the time of acceptance.

80. There is a 2-year warranty period for all construction elements per Section 2.5(6) of the State Highway Access Code. The 2-year warranty period begins with the date of the Conditional Letter of Acceptance.

81. If all construction elements are accepted at the conclusion of the 2-year warranty period, a Final

**TERMS & CONDITIONS**

Access Permit No: 223098 August 18, 2025
Permittee: City of Pueblo / Andrew Hayes 045A & Lakeshore Dr (Palmer Ave), MP 0.530, R-N
Applicant: City of Pueblo / Andrew Hayes City of Pueblo

Letter of Acceptance will be issued.

82. All required conditions of this permit, including any access improvements, shall be complete prior to the herein-authorized use of this access.

## CONTACT INFORMATION

**CDOT Access Unit**
Ron Young, Access Inspector
(719) 289-8718
ronaldr.young@state.co.us

**CDOT Right-of-Way Unit**
TJ Thiebaut, Real Estate Specialist
(719) 546-5413
thomas.thiebaut@state.co.us

**CDOT Survey Unit**
Greg Jones, Professional Land Surveyor
(719) 248-9045
gregorya.jones@state.co.us

# 223098 North Leg of Lakeshore Drive (Palmer Ave) & Pueblo Blvd (SH45 MP 0.530 R-N) City of Pueblo

EXHIBIT A




8/18/2025, 2:24:13 PM

1:2,257

0 0.02 0.04 0.08 mi

0 0.03 0.07 0.13 km

Maxar, Microsoft, Esri, HERE, Garmin, iPC

Override 1
Find Route Line
Local Roads
Major Roads
Frontage Roads
Highways: Maintenance Patrols
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EXHIBIT A

COLORADO
Department of Transportation
Region 2
Traffic & Safety – Access Permits

Permit No. **223098**
SH 45A / City of Pueblo

August 18, 2025

City of Pueblo Public Works - Andrew Hayes, PE
211 E D Street
Pueblo, CO 81003
(719) 553-2295 ahayes@pueblo.us

Dear Permittee/Applicant:

The Colorado Department of Transportation (CDOT) has received your signed permit and application fee. The next step in the CDOT access permitting process is for you (Permittee/Applicant) to obtain a Notice to Proceed (NTP). ***Failure to obtain an approved Notice to Proceed prior to any construction will be a violation of the State Highway Access Code*** (2 CCR 601-1, "the Code") § 2.4.

**Notice to Proceed Checklist**

The request for NTP shall include the following documents along with any with any other items specified in the Terms and Conditions of your permit. The documents shall be submitted and approved before the NTP will be issued. The Applicant must submit a complete packet of this information to CDOT with their written request. If the Applicant chooses not to request the NTP, the permit expires pursuant to subsection 2.3(11)(d).

The request for NTP shall include the following documents, along with any other items specified in the Terms and Conditions of your permit:

| | | Applicant/ Permittee | CDOT Access |
|---|---|---|---|
| **NOTE:** Please confirm each item below has been included/completed by placing a check mark in the "Applicant/Permittee" column. See right for example. The "CDOT Access" column is for office use only. | | ✓ | |
| **Complete set of approved Construction Plans for the proposed improvements** (must include, at a minimum) | | | |
| 1 | Address, as applicable, geometry, drainage, striping, signing, and signalization | | |
| 2 | Include, but not limited to, layout of the access, highway improvements, utility locations, present and proposed drainage, present and proposed right-of-way lines, present and proposed traffic control devices, and clear zone analysis | | |
| 3 | Signed and sealed by a Colorado Professional Engineer in accordance with CRS 12-25-117 | | |
| 4 | Conform to the requirements of the permit terms and conditions | | |
| 5 | Include the following statement on the cover page of the plans: "This design is in full compliance with Section 4 of the State Highway Access Code, 2 CCR 601-1 except for the following approved design waivers:" (list approved design waivers) | | |
| **Approved Engineer's Cost Estimate and Performance Bond** | | | |
| 1 | The performance bond must be at least 110% of the estimated total highway construction costs. Bonding agency must be licensed to do business in the State of Colorado. A cost estimate, sealed by a Colorado registered professional engineer, and a draft of each bond must be provided and approved by CDOT. The estimate must include all pay items including: Mobilization, Traffic Control, Erosion Control, etc. Once approved, the final bond must be submitted to CDOT prior to issuing a NTP. | | |

| | | | |
|---|---|---|---|
| **The applicant/permittee shall coordinate the following with the CDOT R2 Access Construction Coordinator prior to the issuance of the NTP.** | | | |
| | **Pre-construction Meeting** | | |
| 1 | The pre-construction meeting shall be scheduled between, but not limited to, Applicant, CDOT R2 Access Construction Coordinator, construction personnel, Traffic Control Supervisor, and Permittee (if other than Applicant). Contact Ron Young, Access Construction Coordinator, at ronaldr.young@state.co.us or 719-289-2818 or to schedule the meeting. This meeting will go over all construction items and submittals required for the project. The requested items shall be submitted and approved prior to the issuance of the NTP. | | |
| | **Insurance Liability Certificate** (must include, at a minimum) | | |
| 1 | The Applicant or contractor shall be required to provide a comprehensive general liability and property damage insurance naming CDOT as an additional insured party, in the amounts of not less than $1,000,000 per occurrence and automobile liability insurance of $1,000,000 combined single limit bodily injury and property damage for each accident, during the period of access construction. | | |
| | **Construction Progress Schedule** (must include, at a minimum) | | |
| 1 | The Applicant shall provide a construction progress schedule that identifies all critical path items including but not limited to excavation, embankment, surfacing, culvert installation, traffic control placement and removal, and access construction completion. | | |
| | **Traffic Control Plan** (must be, at a minimum) | | |
| 1 | Consistent with CDOT Standard Plans Manual for Maintenance and Signing | | |
| 2 | Consistent with the MUTCD | | |
| 3 | Prepared by individual with American Traffic Safety Services Association (ATSSA) or Colorado Contractors Association certification – or sealed (stamped) by a Colorado registered professional engineer | | |
| 4 | Accepted by CDOT prior to any construction within the right-of-way | | |
| 5 | Presented in a manner that provides a method of handling traffic (MHT) for each different phase of construction. The MHT will describe proposed construction phasing and will include dimensioned diagrams of work zone elements.<br>• The final traffic control plan must be submitted a minimum of three working days in advance of construction. Such plans may be revised as necessary with CDOT concurrence. | | |
| **After the above items have been approved, the applicant/permittee shall submit the following:** | | | |
| | **Written request for a NTP** (must include, at a minimum) | | |
| 1 | Access permit description with permit number | | |
| 2 | Construction company name and contact information | | |
| 3 | Construction Engineer of Record name and contact information | | |

Please contact me at 719-251-7804 or michelle.regalado@state.co.us with any questions.

Respectfully,

*Michelle Regalado*

Michelle Regalado
CDOT R2 Assistant Access Manager

EXHIBIT A

# DESIGN ELEMENTS FOR COMPLETING HIGHWAY IMPROVEMENT PLANS FOR ACCESS

## Introduction

This is a design aid listing elements that may be necessary to prepare a complete set of construction plans for access-related highway improvements. The scale of the improvement project and complexity of the topography will determine, in part, the necessary elements of the plan set.

## Title Sheet

- ☐ Standard Project Information (i.e. Subdivision Name, Permittee Name, etc.)
- ☐ State Highway Number
- ☐ County/City Name
- ☐ State Highway Access Permit Number
- ☐ Index of Sheets
- ☐ Vicinity map showing the highway improvements location, including Township, Range, and Section.
- ☐ Index of Revisions
- ☐ Length and Design Data
- ☐ Include the following statement: "This design is in full compliance with Section 4 of the State Highway Access Code, 2 CCR 601-1 except for the following approved design waivers:…"

## Standard Plans List Sheet

- ☐ Use CDOT "Table of Contents M&S Standards" to indicate the standards to be used on the project.
- ☐ Attach the latest revisions of the standards and details to be used on the project to the plans. The latest revisions can be obtained at: https://www.codot.gov/business/designsupport.

## Typical Cross Section Elements

- ☐ Show the existing surfacing width and lane designations.
- ☐ The typical section scale shall be 1" = 5' (horizontal and vertical).
- ☐ Show the existing ground-line a minimum of ten (10) feet past the proposed widening or right of way, whichever is greater.
- ☐ Show the proposed widening and surfacing including the depth of each layer.
- ☐ Provide the proposed widths for median, lanes, and shoulders. Typical widths are: Median = 16', Lane = 12', and Shoulder = 4' adjacent an auxiliary lane, and 8' adjacent to through lanes unless on NHS highways then 10' shoulder should be used.
- ☐ "Z" section should be 6' - 8' wide on a 6:1 slope.
- ☐ Use 6:1 or 4:1 slopes to the catch point or to the bottom of the ditch. With CDOT approval, the slope may be steepened to 3: 1 maximum.
- ☐ Show the location and depth of topsoil.
- ☐ Provide material and specification recommendations from Materials Engineer.

# DESIGN ELEMENTS FOR COMPLETING HIGHWAY IMPROVEMENT PLANS FOR ACCESS

## General Notes Sheet

- ☐ Provide general surfacing, earthwork, traffic, utility, structures, and construction notes.
- ☐ Provide seeding and mulching plan, or a landscape plan (including irrigation).

## Summary of Approximate Quantities

- ☐ Provide tabulations of all appropriate quantities used on the project.

## Plan and Profile Sheets

- ☐ The plans scale shall be one of the following scales: 1 " =20' or 1 " =50'. Use 1"=20' in urban areas or as authorized.
- ☐ Show and label the existing centerline of the highway and proposed centerline, if different.
- ☐ Show and label the curve data if a portion of the project is on a curve.
- ☐ Provide superelevation information.
- ☐ Show and label the survey line or the base line. .
- ☐ Use CDOT plan stationing if possible and provide survey ties to most recent project.
- ☐ Show and label the existing edge of pavement.
- ☐ Show and label the proposed edge of pavement.
- ☐ Include sufficient Match-line lengths to determine proper intersection alignment. (i.e. 800-1000 feet beyond project limits).
- ☐ Show and label the access width and the access radii.
- ☐ Speed change lanes (auxiliary lanes) shall be designed in accordance with the State Highway Access Code (2CCR601-1) for the appropriate category of highway.
- ☐ Indicate the posted speed for the section of the highway. If there are over lapping speed zones, show the locations of the speed limit signs. The design of auxiliary lanes is based on the current posted speed, and not what it may be posted in the future.
- ☐ Show the top of cuts and the toe of fills using CDOT standard symbols. **(Do not use contours)**.
- ☐ Show and label side drain size, type, and length.
- ☐ Show and label the existing and proposed drainage facilities. Including sizes, types, flows, invert elevations, etc.
- ☐ Show the profile of the access. The access must slope down from the highway for a minimum of 20 feet on a 2% grade for any access that is not a curb cut. Vertical curve data is also required.
- ☐ Show the existing right-of-way line.
- ☐ Dedication of right-of-way may be necessary to accommodate the highway improvements. See attached checklist for items necessary to dedicate right of way.
- ☐ Show all significant topography.
- ☐ Show and label all existing and proposed utility locations.
- ☐ Show and label existing guardrail.
- ☐ Show and label proposed guardrail.

EXHIBIT A

# DESIGN ELEMENTS FOR COMPLETING HIGHWAY IMPROVEMENT PLANS FOR ACCESS

## Existing Signing and Striping Sheets

- ☐ Show and label all signs (size, type, and legend).
- ☐ Show and label all striping (width and color).
- ☐ Include sufficient Match-line lengths to determine proper intersection alignment. (i.e. 800-1000 feet beyond project limits).
- ☐ Show and label the lane widths; turn lane lengths; and taper lengths.

## Proposed Signing and Striping Sheets

- ☐ Show and label all signs (size, type, and legend).
- ☐ Show and label all striping (width and color).
- ☐ Include sufficient match-line lengths to determine proper intersection alignment. (i.e. 800 - 1000 feet beyond project limits).
- ☐ Show and label the lane widths; turn lane lengths; and taper lengths.

## Detail Sheets

- ☐ Provide details of all items not CDOT standard (i.e. inlets, curb and gutter, etc.). These may be local agencies standards.

## Structural Cross Section Elements

- ☐ Show and label the existing surfacing width.
- ☐ The typical cross section scale shall be 1" = 5' (horizontal & vertical).
- ☐ Show and label the existing pipe and the original ground line a minimum of 10' past the proposed pipe extension.
- ☐ Show and label the proposed pipe extension (including type) and proposed grading associated with the extension.
- ☐ Show and label the dimension of the section and indicate any skew of the structure.
- ☐ Show and label the flowline elevations at inlet and outlet.
- ☐ Show and label the existing right-of-way line.
- ☐ Additional information may be required from CDOT Staff Bridge depending on the magnitude of the structure and extensions.

## Urban Section Elements

- ☐ Provide any applicable elements indicated above.
- ☐ Show and label (including type) of curb and gutter.
- ☐ Show and label curb ramps.
- ☐ Show and label the location of the existing and proposed sidewalks.
- ☐ Check with the local agency for their sidewalk requirements and provide documentation. At a minimum use 4’ for detached sidewalk, and 6' for attached sidewalk. Provide detail of sidewalk including thickness.
- ☐ Show the profile of the flowline.
- ☐ Show the existing and proposed locations of streetlights and traffic signal facilities.

## DESIGN ELEMENTS FOR COMPLETING HIGHWAY IMPROVEMENT PLANS FOR ACCESS

- ☐ If a traffic signal needs to be relocated, provide the name of the party responsible for such relocation. If the signal is to be relocated by a contractor, a set of design plans and specifications must be provided.
- ☐ Show the existing and proposed storm drain facilities.
- ☐ Lane widths are exclusive of the gutter pan.

**General Information**

- ☐ The final design plans must be signed and stamped by a Colorado Registered Professional Engineer. Check with the Access Permit author for the specific number of sets of plans required. Typically, 1 hardcopy and 1 digital copy will be required.

**References**

The following regulation, design guidelines, standards, and reference materials are also to be used in the development of the plans. Also listed below are selected sections from the design documents that may be used in preparation of the plans. All the necessary documents may not be listed. If there are any discrepancies between the regulation listed below and the other materials, the regulation takes precedence.

- State Highway Access Code (2 CCR 601-1) - A State of Colorado regulation
- Current edition of CDOT Roadway Design Manual
- CDOT Materials Manual
- CDOT Construction Manual
- CDOT Standard Specifications for Road and Bridge Construction
- Drainage Design Manual
- Flagging Booklet
- CDOT M & S Standards, latest revision, including but not limited to the following:
    a. M -100-1, Standard Symbols
    b. M-603-1, Metal and Plastic Culvert Pipe
    c. M-603-10, Concrete and Metal End Sections
    d. M-606-l & M-606-12, Guardrail
    e. M-607-1, Fencing
    f. M-608-1, Curb Ramps
    g. M-609- 1, Curbs and Gutters
    h. S-612-1, Delineator Installation
    i. S-614-1 & S-612-1, Ground Signs
    j. S-627-1, Typical Pavement Markings
- A Policy on Geometric Design of Highways and Streets, AASHTO
- AASHTO Roadside Design Guide
- Highway Drainage Guidelines, AASHTO
- Manual on Uniform Traffic Control Devices for Streets and Highways
- Colorado Supplement to the Manual on Uniform Traffic Control Devices for Streets and Highways

Some publications may be found online at: https://www.codot.gov/business/designsupport.

# COLORADO DEPARTMENT OF TRANSPORTATION
# Environmental Clearances Information Summary

**PURPOSE** - This summary is intended to inform entities external to CDOT that may be entering the state highway right-of-way to perform work related to their own facilities (such as Utility, Special Use or Access Permittees), about some of the more commonly encountered environmental permits/clearances that may apply to their activities. This listing is not all-inclusive—additional environmental or cultural resource permits/clearances may be required in certain instances. Appropriate local, state and federal agencies should be contacted for additional information if there is any uncertainty about what permits/clearances are required for a specific activity. **IMPORTANT: Please Review The Following Information Carefully – Failure to Comply With Regulatory Requirements May Result In Suspension or Revocation of Your CDOT Permit, Or Enforcement Actions By Other Agencies.**

**CLEARANCE CONTACTS** - As indicated in the permit/clearance descriptions listed below, the following agencies may be contacted for additional information:

- Colorado Department of Public Health and Environment (CDPHE): General Information – 303-692-2000
  Water Quality Control Division (WQCD): 303-692-3500 https://cdphe.colorado.gov/water-quality
  Environmental Permitting Website https://www.colorado.gov/pacific/cdphe/all-permits
- CDOT Water Quality Program Manager: 720- 561-9001 https://cdphe.colorado.gov/water-quality-permits
- CDOT Asbestos Project Manager: 303-512-5519
- CDPHE Hazardous Materials and Waste Management Division (HMWMD) https://cdphe.colorado.gov/hm
- Colorado Division of Oil and Public Safety Department of Labor and Employment https://ops.colorado.gov/petroleum
- Colorado Office of Archaeology and Historic Preservation: 303-866-5216
- U.S. Army Corps of Engineers, District Regulatory Offices:
  Omaha District (Northeastern CO), Denver Office 303-979-4120
  http://www.nwo.usace.army.mil/Missions/RegulatoryProgram/Colorado.aspx
  Albuquerque District, Fort Carson Office 505-231-4187 Durango 970-259-1764 Grand junction 970-243-1199
  See map for counties (southern CO) https://www.spa.usace.army.mil/Missions/Regulatory-Program-and-Permits/Southern-Colorado-Regulatory-Branch/
- CDOT Utilities, Special Use and Access Permitting: 303-757-9654 https://www.codot.gov/business/permits

**Wildlife Resources** - Disturbance of wildlife shall be avoided to the maximum extent practicable. Entry into areas of known or suspected threatened or endangered species habitat requires special authorization from the CDOT permitting office. If any threatened or endangered species are encountered during the progress of the permitted work, work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Information about threatened or endangered species may be obtained from the CDOT website, http://www.codot.gov/programs/environmental/wildlife/guidelines, or the Colorado Parks and Wildlife (CPW) website, http://www.cpw.state.co.us/learn/Pages/SOC-ThreatenedEndangeredList.aspx. Additional guidance may be provided by the appropriate Region Planning and Environmental Manager (RPEM). If any trees or shrubs are to be removed or work on/under bridges is to be completed between April 1 and August 31, a survey must be completed by a qualified wildlife biologist for active nests. If an active nest(s) is found no work may be done within 50' of the nest(s) until the nest(s) becomes inactive. To avoid the survey requirement, it is recommended that all vegetation that needs to be removed, be removed after August 31 and before April 1. Additional information may be obtained from the CDOT website, https://www.codot.gov/programs/environmental/wildlife/guidelines. Threatened and Endangered species Designated Critical Habitat mapper: https://fws.maps.arcgis.com/home/webmap/viewer.html?webmap=9d8de5e265ad4fe09893cf75b8dbfb77

**Cultural Resources** - The applicant must have a qualified cultural resources specialist request a file search of the permit area through the Colorado Office of Archaeology and Historic Preservation (OAHP) to determine if there are known historic built environment AND archaeological resources in the permit area and more specifically, within CDOT right of way (ROW) (https://www.historycolorado.org/file-access; 303-866-5216). A qualified cultural resources specialist must also evaluate the potential for resources in the permit area that have not yet been documented and would not be in the file search. Depending on the file search and review of the permit area and the nature of the effects to resources within CDOT ROW (ROW), a field survey of the permit area by a qualified cultural resources specialist may be necessary, per guidance from CDOT cultural resources staff. If there are potential effects to resources within CDOT ROW, consultation under the Colorado Historic Register Act (CRS 24-80.1) may be required. If the permit area involves a highway easement deed (HED) through federal or tribal land, additional consultation with these agencies or tribal governments may be required. If the permit is being requested by another state or federal agency, coordination regarding regulatory compliance requirements and roles/responsibilities may be necessary. If archaeological sites/artifacts or historic built environment resources are encountered as the project progresses, all work in the subject area shall be halted and the CDOT Regional Permitting Office and Region Planning and Environmental Manager shall be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office and RPEM.

**Paleontological Resources** - The level of effort required for paleontological resources is dependent on the amount of ground disturbance, including rock scaling, digging, trenching, boring, ground leveling, and similar activities.

- If the permit will involve extensive ground disturbance (generally involving more than one mile of CDOT ROW), a full review will be required by a qualified paleontologist, including map, file, and locality searches, with final recommendations provided by the CDOT paleontologist upon receipt of the report. Based on results of the review, a survey or inventory of the permit area may be necessary.
- If the permit will involve a small amount of ground disturbance (less than one mile of ROW), the applicant must request a fossil locality search through the University of Colorado Museum of Natural History (https://www.colorado.edu/cumuseum/research-

collections/paleontology/policies-procedure) and the Denver Museum of Nature and Science (https://www.dmns.org/science/locality-search-request/). The museum collections manager will provide information about localities in the project area. If there are no known localities, the permit requirement for paleontology is complete upon submitting that information to CDOT. If there are known localities, the CDOT paleontologist will be contacted by the museum with details, and additional recommendations will be made if necessary. Note that museum staff are not required to disclose the details of fossil localities to the permit applicant, nor is detailed locality information required for the permit application to proceed.

- If the permit does not involve ground disturbance, no action is required for paleontological resources. If fossils are encountered during the permitted action, all work in the immediate area of the find should stop and the CDOT Staff Paleontologist and the Region Planning Environmental Manager should be contacted immediately. Authorization must be provided by CDOT prior to the continuation of work. Additional guidance may be provided by the Regional Permitting Office in the Permit Special Provisions. Contact Information: See the museum websites listed above. The CDOT Paleontologist is not able to conduct locality searches independently. For further information contact CDOT Paleontologist Nicole Peavey at nicole.peavey@state.co.us or 303-757-9632.

**Hazardous Materials, Solid Waste** - The Solid Wastes Disposal Sites and Facilities Act C.R.S. 30-20-100, et al, and Regulations Pertaining to Solid Waste Disposal Sites and Facilities (6 CCR 1007-2), prohibit solid waste disposal without an approved Certificate of Designation (a landfill permit). The Colorado Hazardous Waste Act C.R.S. 25-15-301 et al, and the Colorado Hazardous Waste Regulations (6 CCR 1007-3) prohibit the transfer, storage or disposal (TSD) of hazardous waste except at permitted TSD sites. There are no permitted landfills or TSD sites within the State Highway Right of Way. Therefore, all solid or hazardous wastes that might be generated by the activities of entities entering the State Highway Right of Way must be removed from the ROW and disposed of at a permitted facility or designated collection point (e.g., for solid waste, a utility or construction company's own dumpster). If pre-existing solid waste or hazardous materials contamination (including oil or petroleum contaminated soil, asbestos, chemicals, mine tailings, etc.) is encountered during the performance of work, the permittee shall halt work in the affected area and immediately contact the CDOT Regional Permitting Office for direction as to how to proceed. ***Contact Information:*** David Mendel, CDOT Hazardous Materials Management Supervisor: 720-642-0537.

**Asbestos Containing Materials, Asbestos Contaminated Soil** - All work on asbestos containing materials (ACM) must comply with the applicable requirements of the CDPHE Air Pollution Control Division's (APCD) Regulation 8. Disposal of ACM, and work done in asbestos-contaminated soil, must comply with the CDPHE Hazardous Materials and Waste Management Division's (HMWMD) Solid Waste Regulations. The application for any CDOT permit must specifically identify any ACM involved in the work for which authorization is being requested. A materials management plan (MMP) will likely be required for work in the State Highway Right of Way where known or possible hazardous materials may be encountered. It is the permittee's responsibility to determine if a material is classified as asbestos containing material in accordance with applicable regulations. Additional guidance or requirements may be specified in the permit special provisions. ***Contact Info:*** CDPHE APCD and HMWMD Regulations can be accessed via the CDPHE Environmental Permitting Website listed above. Additional information **concerning clearance on CDOT projects** is available from the CDOT Asbestos Program Manager, or David Mendel, CDOT Hazardous Materials Management Supervisor: 720-642-0537.

**Transportation of Hazardous Materials** - No person may offer or accept a hazardous material for transportation in commerce unless that person is registered in conformance with the United States Department of Transportation regulations at 49 CFR, Part 171. The hazardous material must be properly classed, described, packaged, marked, labeled, and in condition for shipment as required or authorized by applicable requirements, or an exemption, approval or registration has been issued. Vehicles requiring a placard, must obtain authorization and a State HAZMAT Permit from the Colorado Public Utilities Commission. ***Contact Information:*** For authorization and more info call the Federal Motor Safety Carrier Administration, US DOT for inter- and intra-state HAZMAT Registration 303- 969-6748. Colorado Public Utilities Commission: 303-894-2868.

**Discharge of Dredged or Fill Material – 404 Permits Administered By the U.S. Army Corps of Engineers, and Section 401 Water Quality Certifications and Regulation 87 Authorizations Issued by the CDPHE WQCD** - Clean Water Act section 404 permits are often required for the discharge of dredged or fill material into federal waters or wetlands. Several types of section 404 permits exist, including nationwide, regional general, and individual permits. Nationwide permits are the most commonly authorized type for activities with relatively minor impacts. If an individual 404 permit is required, section 401 water quality certification from the CDPHE WQCD is also required. Contact the appropriate Corps District Regulatory Office for information about what type of 404 permit may be required (contact information above). Contact the CDPHE Water Quality Control Division at (303) 692-3500. CDPHE Dredge and Fill Temporary Authorizations (before Dec. 2025) and Regulation 87 Authorizations (after Dec. 2025) are required when a project will discharge material into a water of the State that is not a water of the U.S. CDPHE authorizations generally follow the standards of the USACE permitting program. For more information - https://cdphe.colorado.gov/dredge-and-fill.

**Working on or in any stream or its bank** - In order to protect and preserve the state's fish and wildlife resources from actions that may obstruct, diminish, destroy, change, modify, or vary a natural existing stream or its banks or tributaries, it may be necessary to require streambank mitigations that can be similar or different to what might be required to obtain a Senate Bill 40 certification from the Colorado Parks and Wildlife in order to meet the intent of CDOT's Stewardship Agreement and to mitigate impacts to protected resources in other regulations such as in the Clean Water Act or Endangered Species Act, etc. A stream is defined as 1) represented by a solid blue line on USGS 7.5' quadrangle maps; and/or 2) intermittent streams providing live water beneficial to fish and wildlife; and/or 3) segments of streams supporting 25% or more cover within 100 yards upstream or downstream of the project; and/or 4) segments of streams having wetlands present within 200 yards upstream or downstream of the project measured by valley length..

**Stormwater/Erosion Control Practices** - Any activities that disturb one or more acres of land require a Stormwater Construction Permit (SCP) from the CDPHE-WQCD, and a Stormwater Management Plan (SWMP). Erosion & sediment control requirements will be specified in that permit. In situations where a stormwater permit is *not* required, all reasonable erosion and sediment control

measures should be taken to minimize erosion and sedimentation. Control practices should be in accordance with CDOT Standard Specifications 107.25, 208, 213 and 216 (https://www.codot.gov/business/designsupport/cdot-construction-specifications). ***Contact Information:*** Contact the CDPHE-WQCD at 303-692-3517. Website: https://cdphe.colorado.gov/clean-water-program/clean-water-permits/permits-by-category/water-quality-construction-permits

**Site Stabilization** - All disturbances require a stabilization plan, native seeding or landscape design plan according to applicable CDOT Standard Specifications 212-217.

**Stormwater Discharge From Industrial Facilities** - Discharges of stormwater runoff from certain types of industrial facilities, such as concrete batch plants - require a CDPS Stormwater Permit. ***Contact Information:*** Contact the CDPHE-WQCD at 303-692-3517. Website: https://colorado.gov/pacific/cdphe/wq-commerce-and-industry-permits

**Concrete Washout** - Waste generated from concrete activities shall NOT be allowed to flow into the drainage ways, inlets, receiving waters, or in the CDOT ROW. Concrete waste shall be placed in a temporary concrete washout facility and must be located a minimum of 50 feet from state waters, drainageways, and inlets. Concrete washout shall be in accordance to CDOT specifications and guidelines at https://www.codot.gov/business/designsupport/cdot-construction-specifications and refer to the specifications and their revisions for sections 101, 107 and 208.

**Construction Dewatering (Discharge or Infiltration) and Remediation Activities** - Discharges of water encountered during excavation or work in wet areas may require a Construction Dewatering or Remediation Activities Discharge Permit. ***Contact Information:*** Contact the CDPHE-WQCD at 303-692-3517. For Applications and Instructions: https://cdphe.colorado.gov/dewatering-general-permit-program.

**Municipal Separate Storm Sewer System (MS4) Requirements** - When working in a MS4 area, discharges to the storm sewer system are subject to CDOT's or other municipalities' MS4 Permit. For activities within the boundaries of a municipality that has a MS4 permit, the owner of such activity should contact the municipality regarding stormwater related requirements. All discharges to the CDOT highway drainage system or within the Right of Way (ROW) must comply with the applicable provisions of the Colorado Water Quality Control Act, the Water Quality Control Commission (WQCC) Regulations (https://www.colorado.gov/pacific/cdphe/wqcc-regulations-and-policies-and-water-quality-statutes) and the CDOT MS4 Permit #COS-000005 https://oitco.hylandcloud.com/Pop/docpop/docpop.aspx?docid=4077935&clienttype=html. Discharges are subject to inspection by CDOT and CDPHE. For CDOT-related MS4 programs and requirements, go to: https://www.codot.gov/programs/environmental/water-quality. An MOU or MOA may be required for municipalities that discharge in CDOT ROW

**Post-Construction Permanent Water Quality** - When working in a CDOT MS4 area and the activity disturbs one or more acres, permanent water quality control measures may be required. Information on the requirements can be found under the CDOT Permanent Water Quality MS4 Program at: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/pwq-permanent-water-quality

**Discharges to Storm Sewer Systems**
**Prohibited Discharges** - All discharges are subject to the provisions of the Colorado Water Quality Control Act and the Colorado Discharge Permit Regulations. Prohibited discharges include, but are not limited to, substances such as wash water, paint, automotive fluids, solvents, oils or soaps and sediment.
**Allowable Discharges** - The following discharges to stormwater systems are allowed without a permit from the CDPHE-WQCD: landscape irrigation, diverted stream flows, uncontaminated ground water infiltration to separate storm sewers, discharges from potable water sources, foundation drains, air conditioning condensation, irrigation water, uncontaminated springs, footing drains, water line flushing, flows from riparian habitats and wetlands, and flow from firefighting activities. ***Contact Information****:* Contact the CDPHE-WQCD at (303) 692-3517. Information can also be found in the CDOT Illicit Discharge MS4 Program PDD at: https://www.codot.gov/programs/environmental/water-quality/stormwater-programs/idde.html.

**Spill Reporting** - Spills shall be contained and cleaned up as soon as possible. Spills shall NOT be washed down into the storm drain or buried. All spills shall be reported to the CDOT Illicit Discharge Hotline at 303-512-4426 (4H20), as well as the Regional Permitting Office and Regional Maintenance Supervisor. Spills on highways, into waterways, any spill in the highway right-of-way exceeding 25 gallons, or that may otherwise present an immediate danger to the public shall be reported by calling 911, and shall also be reported to the CDPHE at 1-877-518-5608. More information can be found at https://cdphe.colorado.gov/report-concern-emergency.

**Disposal of Drilling Fluids** - Drilling fluids used in operations such as Horizontal Directional Drilling may be classified as "discharges" or "solid wastes," and in general, should be pumped or vacuumed from the construction area, removed from the State Highway Right of Way, and disposed of at permitted facilities that specifically accept such wastes. Disposal of drilling fluids into storm drains, storm sewers, roadside ditches or any other type of man-made or natural waterway is prohibited by Water Quality Control and/or Solid Waste regulations. Small quantities of drilling fluid solids (less than 1 cubic yard of solids) may be left on-site after either being separated from fluids or after infiltration of the water, provided: 1) the drilling fluid consists of only water and bentonite clay, or, if required for proper drilling properties, small quantities of polymer additives that are approved for use in drinking water well drilling; 2) the solids are fully contained in a pit, and are not likely to pose a nuisance to future work in the area, 3) the solids are covered and the area restored as required by CDOT permit requirements (Utility, Special Use, or Access Permits, etc.). ***Contact Information:*** Contact CDPHE at 1-877-518-5608. Information for PFAS containing liquids reference the CDPHE site https://cdphe.colorado.gov/pfas-mapping.

**Noxious Weeds and Invasive Species Management Plan** - Noxious Weeds, Invasive Species and Clean Fill Materials guidance can be found by contacting the Colorado Department of Agriculture https://www.colorado.gov/pacific/agconservation/noxiousweeds and the Colorado Division of Parks and Wildlife https://cpw.state.co.us/noxious-weeds. In either case, management plans involving the control of noxious weeds associated with the permitted activity and cleaning of equipment will be required.

**Background Paper for Proposed Ordinance**

**COUNCIL MEETING DATE:** December 8, 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 THE MEMORANDUM OF UNDERSTANDING BETWEEN INTERVENTION COMMUNITY CORRECTIONS SERVICES AND THE PUEBLO POLICE DEPARTMENT REGARDING COMPLIANCE WITH THE PRISON RAPE ELIMINATION ACT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

## SUMMARY:

This Ordinance approves a MOU between Intervention Community Corrections Services **(ICCS)** and the Pueblo Police Department**.** The purpose of this Memorandum of Understanding (MOU) is focused on compliance with the Prison Rape Elimination Act (PREA) and to outline the duties and responsibilities of the parties as related to applicable PREA Standards for Community Confinement Facilities. The PREA Standards were developed by the United States Department of Justice, intended to facilitate compliance with the federal law.

## PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

## BACKGROUND:

The Prison Rape Elimination Act (PREA) was passed in 2003 with unanimous support from both parties In the United States Congress. The purpose of the act was to "provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations, and funding to protect individuals from prison rape." ICCS operates a residential community corrections facility at 1901 Hudson Ave, Pueblo, Colorado and holds a binding contract for related services with the Pueblo County Corrections Board. PREA requires ICCS to comply with the federal law and all Standards for Community Confinement Facilities no later than August 2014.

**FINANCIAL IMPLICATIONS:**

Not applicable to this Ordinance.

**BOARD/COMMISSION RECOMMENDATION:**

Not applicable to this Ordinance.

**STAKEHOLDER PROCESS:**

Not applicable to this Ordinance.

**ALTERNATIVES:**

Council could choose not to approve this Ordinance and maintain the status quo.

**RECOMMENDATION:**

Passage of the Ordinance.

**ATTACHMENTS:**

1. MOU with ICCS and PPD

ORDINANCE NO.

AN ORDINANCE APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN INTERVENTION COMMUNITY CORRECTIONS SERVICES AND THE PUEBLO POLICE DEPARTMENT REGARDING COMPLIANCE WITH THE PRISON RAPE ELIMINATION ACT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

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

SECTION 1.

The MOU between Intervention Community Corrections Services and The Pueblo Police 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 November 24, 2025.

Final adoption of Ordinance by City Council on December 8, 2025.

_____
President of City Council

**Action by the Mayor:**

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

_____
_____
_____
_____

_____
Mayor

**Action by City Council After Disapproval by the Mayor:**

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

intervention
community
corrections
services

# MEMORANDUM OF UNDERSTANDING

**I. Parties/Purpose**
Intervention Community Corrections Services (ICCS) and the Pueblo Police Department (PPD) are independent organizations, who mutually agree to professional collaboration specified herein. The purpose of this Memorandum of Understanding (MOU) is focused on compliance with the Prison Rape Elimination Act (PREA) and to outline the duties and responsibilities of the parties as related to applicable PREA Standards for Community Confinement Facilities. The PREA Standards were developed by the United States Department of Justice, intended to facilitate compliance with the federal law.

**II. Background**
The Prison Rape Elimination Act (PREA) was passed in 2003 with unanimous support from both parties in Congress. The purpose of the act was to "provide for the analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations, and funding to protect individuals from prison rape." ICCS operates a residential community corrections facility at 1901 Hudson Ave, Pueblo, Colorado and holds a binding contract for related services with the Pueblo County Corrections Board. PREA requires ICCS to comply with the federal law and all Standards for Community Confinement Facilities no later than August 2014.

**III. Target Population**
The population to be provided with treatment services shall consist of any offender under ICCS supervision who has been identified as a possible victim of sexual abuse or sexual assault.

**IV. Service Delivery and Terms**
1. ICCS agrees to refer all allegations of sexual assault, sexual abuse, and sexual misconduct to PPD for criminal investigation and to cooperate fully with the investigation.

2. PPD agrees to accept investigation of all allegations of sexual abuse, sexual assault, and sexual misconduct from anonymous sources, third party sources, and ICCS residents directly without them having to go through ICCS staff to lodge an allegation.

3. ICCS agrees to allow PPD officers and investigators access to ICCS residents and ICCS staff, without delay, at any time to investigate such criminal allegations.

4. PPD will follow its normal investigative protocols once called upon to investigate any allegations of sexual abuse, sexual assault, and sexual misconduct.

**V. Parties' Roles and Responsibilities**
Both ICCS and PPD agree to all professional responsibilities as outlined in this MOU.

**VII. Voluntary Disassociation**

This MOU is a nonbinding agreement that both parties have entered into in good faith. Either party may disassociate from the terms of this agreement without penalty or liability by so notifying the other in writing. Written notice shall be sent thirty (30) days prior to the disassociation.

**VIII. Term and Amendment**

This Memorandum shall be in effect for the period of one year, beginning on the date that this document is signed & dated by both parties. Both parties reserve the right to renegotiate this MOU upon the mutual consent of the other party. At the conclusion of the one-year period, this MOU may be renegotiated by common written consent of both parties. If modifications are not proposed, this MOU will automatically renew for an additional one-year term commencing on the subsequent annual dates from inception. This MOU represents the entire understanding of both parties with respect to this partnership. Any modification of this must be in writing and signed by the parties.



Brian Hulse, Executive Director
Intervention Community Corrections Services

August 1, 2025
Date

Chris Noeller, Chief of Police
Pueblo Police Department

Date